

Qriously Developer Terms of Service

This agreement (the "Agreement") is entered into by and between you ("you") and Qriously, Inc. ("Qriously"). By using the Qriously Answers API, the Website, and/or the Qriously Dashboard, you consent to be bound by these terms and conditions. For clarity, these terms and conditions apply only to users of the Qriously Answers API.

1.0 The Service

Qriously has developed the Qriously Answers API and the website and dashboard (the "Qriously Dashboard") available at www.qriously.com (the "Website") as an online service that provides an infrastructure to allow monetization of mobile Applications for developers of mobile Applications (collectively, the "Service"). The API and Website is accessible to you through a personal computer, or other mobile access device and functional Internet connection in accordance with the guidelines provided on the Website (the "API Guidelines"). Qriously reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Qriously shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

2.0 Modifications to this Agreement

QRIOUSLY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING A NOTICE ON THE WEBSITE, OR BY SENDING YOU A NOTICE VIA EMAIL. You shall be responsible for reviewing and becoming familiar with any such modifications, which shall be effective when posted on the Website or when notice is sent to you. Your use of the Service after posting or notice constitutes your acceptance of the terms and conditions of this Agreement as modified. This Agreement, together with the Qriously Privacy Policy and DMCA POLICY and any other legal notices published by Qriously on the Website shall constitute the entire Agreement between you and Qriously concerning the Service.

3.0 Eligibility

By using the Service, you represent and warrant that:

- (a) either you are at least 18 years of age or older and you have legal capacity to agree to this terms and conditions; or you are an individual entering this agreement on behalf of an entity, and you are authorized to bind the entity to this agreement;
- (b) all registration information you submit is accurate and truthful;
- (c) you will maintain the accuracy of such information; and
- (d) your use of the Service does not violate any applicable law or regulation.

Your account, profile, and all associated content may be deleted and your use of the Service may be terminated without warning if Qriously believes that you are in breach of any of the foregoing

representations and warranties. QRIOSLY RESERVES THE RIGHT TO REFUSE PARTICIPATION TO ANY APPLICANT OR USER AT ANY TIME IN ITS SOLE DISCRETION.

4.0 Service Access

4.1 Subject to your compliance on a continuing basis with all of the terms and conditions of this Agreement, Qriously hereby grants you permission to use the Service only as set forth in this Agreement, and provided that:

(a) You and the users of your Application(s) (“End Users”) will be responsible for obtaining or providing all connectivity and computer equipment or other access devices necessary to access the Service;

(b) you will otherwise comply with this Agreement, including the Privacy Policy and DMCA Policy;

(c) you will not copy or distribute any part of the Website or Service in any medium without Qriously's express authorization (for clarity, use of the Qriously Answers API within Your mobile Application software is expressly authorized when you comply with the terms and conditions of this Agreement and the API Guidelines);

(d) you will not alter or modify any part of the Website or Services other than as expressly authorized;

(e) you will not circumvent, disable, violate or attempt to violate, or otherwise interfere with the security or integrity of the Website or Service, the proper operation of the Website or Service, or interfere with any activity being conducted on the Website or Service;

(f) you will not link to the Website without Qriously's prior written consent;

(g) you will not use the Service in connection with content that is violate any laws, regulations, judicial or governmental order, treaties or our rights or the rights of any other person, firm or enterprise;

(h) you will not engage in conduct in connection with the Service which is or could be considered libelous, defamatory, indecent, vulgar, obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory or abusive;

(i) you will not impersonate any other person, firm or enterprise or any of our or their employees and agents;

(j) you will not use our Service in connection with malicious or unauthorized code, (e.g., viruses, time bombs, cancel bots, worms, Trojan horses, spyware) or other potentially harmful material or information or in any way interrupt, damage, interfere with , destroy or limit the functionality of any computer software or hardware or communication equipment, including our Website;

(k) you will not gain unauthorized use of our Service, other Qriously users' accounts, names, log-in or password information, personally identifiable information or use our Website in any manner which violates or is inconsistent with the provisions or spirit of this Agreement;

(l) you understand that Qriously may, in its sole discretion, cancel any offer or remove any access to the Service if it believes there is evidence supporting violation of these terms;

(m) you will not harvest or otherwise collect information about Content, or End Users, including email addresses, without their consent;

(n) you will be responsible for withholding, filing, and reporting all taxes (except Qriously's income taxes), duties and other governmental assessments associated with your use of the Service;

(o) you agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the Qriously servers in a given period of time than a single human can reasonably produce in the same period by using a conventional on-line web browser;

(p) you will not use the Service while you violate any laws, third party rights, or our policies;

Qriously reserves the right in its sole discretion to block access or discontinue services to offenders, and to investigate and take appropriate legal action against anyone who, in Qriously's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities.

4.2 Account, Password and Security. You will receive a password and account designation upon completing the Service's registration process. You may never use another's account, username or password without permission. When creating your account, you must provide accurate and complete information. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Qriously of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Qriously shall not be liable for any loss or damage arising from your failure to comply with this Section or any use of your password or account whether authorized by you or not. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Qriously immediately of any breach of security or unauthorized use of your account. While you may be required to expressly accept or reject these Terms of Service when you register; you agree that any requirement that you do so does not in any way vitiate your assent to comply with the Terms of Service. Although Qriously will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Qriously or others due to such unauthorized use.

4.3 Third Party Resources. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Use of such sites or resources is at your own risk. Because Qriously has no control over such sites and resources, you acknowledge and agree that Qriously is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable

for any content, advertising, products, or other materials on or available from such sites or resources. Your use of other sites or resources are governed by terms on or related to such sites or resources. Specifically, the Service utilizes the Google Maps API and you expressly accept the Google Maps API Terms of Service available at <http://code.google.com/apis/maps/terms.html>. You further acknowledge and agree that Qriously shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

4.4 Your Privacy Policy. You will have and abide by a privacy policy that discloses that third parties may be using cookies, web beacons, and other technologies to collect information in connection with the use of your Application(s). If you collect, process, or disclose location-based information in connection with your Application(s) you must follow a legal and appropriate method for obtaining explicit consent from your end users and make appropriate disclosures in your privacy policy.

5.0 Intellectual Property Rights

5.1 Content. The content on the Website and available through the Service, including without limitation, the questions, potential answers, Applications, text, software, scripts, graphics, files, images, photos, sounds, music, videos, advertisements, interactive features and the like (collectively "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Qriously, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Qriously reserves all rights not expressly granted in and to the Service and the Content. You agree to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any other purposes whatsoever any Content, including, but not limited to, image, audio, and visual content, Marks, third party User Content, or other proprietary rights not owned by you, (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any right of any third party. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

5.2 Qriously Answers API and Content. The Qriously Answers API is owned by or licensed to Qriously. Qriously grants you a limited, revocable, non-exclusive license to use, copy, and incorporate the Qriously Answers API in your application(s) ("Application(s)") solely in conjunction with the Service consistent with this Agreement and the API Guidelines. You may not modify, resell, redistribute, reverse engineer or otherwise manipulate the Qriously Answers API or Service. Except as expressly provided for in this Section, you are not granted any other rights, title or interest in the Qriously Answers API or Service. You shall not copy the Qriously Answers API except as set forth herein. Any copy of the Qriously Answers API or Service that you make must contain the same copyright and other proprietary notices that appear on or in the Qriously Answers API or Service.

5.3 Your Content. Your Applications are your responsibility. You acknowledges and agrees that Qriously has no special relationship with or fiduciary duty to you and has no control over, and no duty to take any action regarding: any Content end users gain access to via Service as deployed in your Applications or

any Content end users may access or receive via your Application(s) and any effects that may result from access to your Application(s) or the Service. You specifically acknowledge and agree that Qriously has no control over (and is merely a passive conduit with respect to) any Content that may be submitted or published by any Asker, and that you are solely responsible (and assume all liability and risk) for determining whether or not such Content is appropriate or acceptable to your end users.

6.0 Term

6.1 This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service at any time by following the instructions on the Website. You agree that Qriously, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any User Submissions within the Service, for any reason or no reason. Qriously may also in its sole discretion, for any reason or no reason and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Qriously may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Qriously shall not be liable to you or any third-party for any termination of your access to the Service.

7.0 QRIOSLY ANSWERS PARTICIPATION

7.1 Overview. The Qriously Answers Program (the “Answers Program”) allows you to incorporate software instructions from the Qriously Answers API into your Applications to allow Qriously to insert questions (“Questions”) from members of our Qriously Askers Program (“Askers”) into your Applications. By inserting Qriously Answers API code into your Applications and activating it, you allow Qriously to insert Questions in your Application(s).

7.2 Participation. Participation in the Qriously Answers API is subject to approval from Qriously after registration for the program via the Qriously Dashboard. Qriously reserves the right to deny participation to or revoke its prior approval of any user in its sole discretion.

7.3 Content Rights. You represent and warrant that you have all necessary rights to include Questions in your Applications. In addition to any other remedies that may be available to Qriously, your infringement of any intellectual property rights including but not limited to any violation of any copyright, will result in termination of participation in the Answers Program, and a forfeiture of any payment due.

7.4 Prohibited Uses. You shall not yourself, nor authorize or enable any third party to, (i) directly or indirectly generate queries, impressions or clicks on any Answer through any manual, automated, or otherwise fraudulent means, including but not limited to repeated clicks, the use of robots or other automated query tools, or (ii) edit or modify the information contained in any Question or. You agree that any violation of (or attempt to violate) the foregoing is a material breach of this Agreement and

that Qriously may suspend your account and pursue legal remedies against you. A breach of this Agreement will result in your forfeiture of any payment due.

7.5 Termination. You may terminate participation in the Answers Program in any of your Applications at any time by modifying your settings at the Qriously Dashboard and ceasing to distribute Applications that include the API code.

7.6 No Guarantee. Qriously makes no guarantee as to the level of responsiveness on any Question, or the amount of any payment to be made to you under this Agreement.

7.5 Payment. In connection with the Answers Program, Qriously sells Questions to Askers that generate revenue on the basis of the number of valid revenue-generating Answers received in your Application(s) as determined by Qriously. In response to Questions resulting in Answers in your Application(s), Qriously reserves variable percentages (determined in Qriously's sole discretion) it receives for payments to participants in the Answers Program net of all payment defaults, chargebacks, bad debt, sales commissions, discounts, refunds, and processing fees related to the Questions and Answer payments that Qriously may incur in operating the Answers Program (the "Developer Revenue Share"). The net amount of each Developer Revenue Share shall be determined in Qriously's sole discretion based on various factors, including, but not limited to the type and number of Questions viewed in your Application(s) and the type and number of Answers received in your Application(s). Qriously reserves the right to change the Developer Revenue Share at any time.

(a) Developer Revenue Share Payments may be made to you using PayPal, which requires that you give Qriously a valid email address, which will not be validated by any automated means. If you are not a registered member of PayPal when you enroll in the Answers Program, PayPal should send you an email with instructions for how to collect your payment. If this payment is not collected within 30 days of PayPal sending the email, the payment will be forfeited and returned to Qriously. Upon your request, Qriously may elect, in its sole discretion, to pay you by check or electronic funds transfer. Additionally, Qriously may opt to make payments via alternative payment providers other than PayPal and you agree to register with any such payment providers, if necessary. Notwithstanding any provision herein to the contrary, Qriously shall not be obligated to make any payment to you in connection with the Answers Program unless and until Qriously has received corresponding payment from its Askers. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your Qriously Answers account and your PayPal account.

(b) Qriously shall be authorized at any time to chargeback any fee paid to you in the event an Asker whose Questions have been displayed in your Application assesses a chargeback against Qriously or defaults on any amounts owed to Qriously for such Questions. Subject to the foregoing, payments for Questions sourced by Qriously directly from Askers will be made to you within 45 days of the end of the month in which such Questions were displayed in your Application.

(c) Qriously reserves the right to make payments to you only when your earned balance is greater than \$100.00 USD. If you terminate your participation in the Answers Program and your earned revenue is less than \$100.00 USD, upon receipt of a notice indicating your termination sent to office@qriously.com

you will be paid the balance less any applicable transaction fees and reasonable reserves for chargebacks, credits, and payment defaults.

(d) If you dispute any payment made in connection with the Answers Program, you must notify Qriously in writing within thirty (30) days of any such payment. Failure to so notify Qriously shall result in the waiver by you of any claims related to such disputed payment. Payments shall be calculated solely based on records maintained by Qriously. No other measurements or statistics of any kind shall be accepted by Qriously or have any effect under this Agreement. Qriously shall not be liable for any payment based on (i) any fraudulent Answers generated by any person, robot, automated program or similar device as reasonably determined by Company; or (ii) any breach of this Agreement by you.

(e) You agree to pay all applicable taxes or charges imposed by any government entity in connection with you use of the Answers Program.

7.8 Copyrights. Notwithstanding anything to the contrary, all Questions, even if displayed within your Application, shall and do remain copyright of Qriously. You obtain no rights in any Questions or Answers by virtue of utilizing the Service.

8.0 Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, QRIOUSLY, ITS SUPPLIERS, AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NEITHER QRIOUSLY NOR ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, MAKES ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE, CONTENT, OR THE CONTENT OF ANY SITES LINKED TO THE SERVICE, AND NONE ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICE, QUESTIONS, OR CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; AND/ OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. QRIOUSLY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SERVICE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND QRIOUSLY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. THE SERVICE IS CONTROLLED AND OFFERED BY QRIOUSLY FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. QRIOUSLY MAKES NO REPRESENTATIONS THAT THE SERVICE IS

APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

9.0 Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, CONTENT AND QRIOUSLY ANSWERS API IS AT YOUR OWN RISK. IN NO EVENT SHALL QRIOUSLY, ITS SUPPLIERS, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS SOLELY AND ENTIRELY WITH YOU. THESE LIMITATIONS SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. YOU SPECIFICALLY ACKNOWLEDGE THAT QRIOUSLY SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS SOLELY AND ENTIRELY WITH YOU. IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT BY QRIOUSLY TO YOU. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

10.0 Indemnity

You agree to defend, indemnify and hold harmless Qriously, and its distribution partners, subsidiaries, affiliates, and their directors, officers, agents, members, shareholders, co-branders or other partners, employees, and partners from any liabilities, losses, actions, damages, claims, obligations, costs, expenses or demands (including, but not limited to attorneys' fees, costs and expenses) arising out of (a) content you provide to Qriously or otherwise transmit or obtain through the Service, (b) your use of the Service, (c) your connection to the Service, (d) your violation of any term of this Agreement or your representations and warranties set forth above, (e) your violation of any rights of another, including without limitation any copyright, property, or privacy right, (f) your failure to perform your obligations hereunder, or (g) any claim that one of your User Submissions caused damage to a third party.

11.0 Third Party Beneficiaries

You agree that any Asker that supplies any Question displayed in your Application(s) and any commercial partner of Qriously ("Partner") shall be a third party beneficiary with respect to this

Agreement, and that any such Asker or Partner shall have the right to enforce such provisions in its own name as if the Asker or Partner were Qriously. You further agree that you shall not raise lack of privity as a defense against any Partner or distribution partner seeking to enforce the provisions of this Agreement.

12.0 Publicity.

You agree that Qriously may use your name, logo, and the title(s) and logo(s) of your Application(s) in presentations, marketing materials, customer lists, financial reports and Web site listings of customers.

13.0 Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. In the event of a conflict between the terms of this Agreement and any other terms set forth in the Website or Service (including without limitation, the terms of the FAQ sections of the Website) the terms of this Agreement shall supersede and control. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity and enforceability of the remainder of this Agreement. You may not assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement without Qriously's prior written consent, and any attempt to do so without that consent will be void. Qriously may assign this Agreement to a successor in interest in connection with a change of control, a sale of substantially all of its assets, or a merger, acquisition, public offering or other reorganization transaction. The section headings used herein are for convenience only and shall not be given any legal import. The parties shall attempt to resolve any controversy or claim arising out of or relating to the creation, performance, termination and/or breach of this Agreement in the first instance through good faith negotiation or mediation between the parties.

Last updated: February 13, 2011