

Qriously Askers Terms of Service

This agreement (the "Agreement") is entered into by and between you ("you") and Qriously, Inc. ("Qriously"). By using the 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 participants in the Qriously Askers Program.

1.0 The Askers Service

Qriously has developed the Qriously Answers website and dashboard (the "Qriously Dashboard") available at www.qriously.com (the "Website") as an online service that provides an infrastructure to allow users with questions ("Askers") to pose questions to the users of mobile Applications ("End Users") from within those mobile Applications (collectively, the "Askers Service"). The Qriously Dashboard is accessible to you through a personal computer, or other Internet access device such as a smartphone, via a functional connection to the Internet accessing the Website. Qriously reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Askers 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 Askers 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 Askers 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 Askers Service.

3.0 Eligibility

By using the Askers 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 Askers Service does not violate any applicable law or regulation.

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

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

4.0 Askers 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 Askers Service only as set forth in this Agreement, and provided that:

(a) You will be responsible for obtaining or providing all connectivity and computer equipment or other access devices necessary to access the Askers 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 Askers Service in any medium without Qriously's express authorization;

(d) you will not alter or modify any part of the Website or Askers 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 Askers Service, the proper operation of the Website or Askers Service, or interfere with any activity being conducted on the Website or Askers Service;

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

(g) you will not use the Askers Service in connection with content that violates 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 Askers 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 Askers 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 Askers 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 Askers Service if it believes there is evidence supporting your violation of these terms;

(m) you will not harvest or otherwise collect information about 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 Askers Service;

(o) you will not use the Askers 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 Askers 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 Askers 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 Askers 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 Askers 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 Askers 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 Askers Services available on or through any such site or resource.

5.0 Intellectual Property Rights

5.1 Content. The content on the Website and available through the Askers Service, including without limitation, the questions, answers, Applications, text, software, scripts, graphics, files, images, photos, sounds, music, videos, advertisements, interactive features and the like (collectively "Content") (collectively "Content") and the trademarks, Askers 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 Askers 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 Questions and Answers. By posting a Question on the Qriously Dashboard, you grant Qriously an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid, sublicenseable and transferable license to use, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the Question and Answers collected in response. All Answers received in response to Questions shall be the sole property and confidential information of Qriously. Except for Answers received in exchange for House Credits, you may modify, resell, redistribute, reverse engineer or otherwise use the Answers that Qriously reports to you, provided you are otherwise in compliance with the terms and conditions of this Agreement. Except as expressly provided for in this Section, you are not granted any other rights, title or interest in the Qriously Answers API or Askers Service. Unless otherwise agreed in writing between you and Qriously, any copy or disclosure to third parties by you of any Qriously Answers must contain the same copyright and other proprietary notices that appear on or in the Qriously Askers Service.

6.0 Term

6.1 This Agreement shall remain in full force and effect while you use the Askers Service. You may terminate your use of the Askers 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 Askers Service, and remove and discard any Question within the Askers 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 Askers Service, or any part thereof, with or without notice. You agree that any

termination of your access to the Askers 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 Askers Service. Further, you agree that Qriously shall not be liable to you or any third-party for any termination of your access to the Askers Service.

7.0 QRIOUSLY ANSWERS PARTICIPATION

7.1 Overview. The Qriously Answers Program (the “Answers Program”) allows you to design Questions to be placed into mobile applications in accordance with the selections made in the Qriously Dashboard.

7.2 Participation. Participation in the Qriously Answers program subject to approval from Qriously after registration for the program via the Qriously Dashboard. Each Question is subject to revocation or denial by Qriously in its sole discretion at any time.

7.3 Credits. Answers are obtained in exchange for Qriously credits. After designing a Question, the Dashboard will show you how many credits are required to obtain the Answers you seek in response to your Question. Credits can be purchased via the payment mechanism made available on the Dashboard. Unused credits are available for a refund for any reason during the first 30 days after they are placed in your account – to receive a refund of your unused Credits that are less than 30 days old, send an email to office@qriously.com. Additionally, developers who have accepted the terms of the [<link>Qriously Developers Answers API Terms and Conditions</link>](#) are eligible to receive House Credits of up to 10% of the total Credits that pass through their Applications. House Credits are subject to Qriously’s approval, and can be used to allow Qriously Developers to ask Questions that are uniquely relevant to the experience of their Application(s) to improve the End User experience. House Credits may not be: (i) used to obtain Answers that are unrelated to the applicable Application in which the Question is posed; (ii) distributed to third parties.

7.4 Termination. You may terminate participation in the Answers Program by sending an email titled “Terminate My Account” to office@qriously.com. Qriously may terminate or modify your access to the Answers Program at any time in its sole discretion.

7.5 No Guarantee. Qriously makes no guarantee as to the level of responsiveness on any Question.

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 ASKERS 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 ASKERS SERVICE, CONTENT, OR THE CONTENT OF ANY SITES LINKED TO THE ASKERS SERVICE, AND NONE ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR ANY (I)

ERRORS, MISTAKES, OR INACCURACIES OF THE ASKERS SERVICE, QUESTIONS, OR CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ASKERS SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE ASKERS 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 ASKERS SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE ASKERS 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 ASKERS SERVICE OR ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ASKERS SERVICE. QRIOUSLY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR ASKERS SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ASKERS SERVICE OR ANY HYPERLINKED ASKERS 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 ASKERS SERVICES. THE ASKERS SERVICE IS CONTROLLED AND OFFERED BY QRIOUSLY FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. QRIOUSLY MAKES NO REPRESENTATIONS THAT THE ASKERS SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE ASKERS 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 ASKERS 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 THIRD PARTY CONTENT 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 THIRD PARTY CONTENT 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 Askers Service, (b) your use of the Askers Service, (c) your connection to the Askers 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 Third Party Content caused damage to a third party.

11.0 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.

12.0 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 Askers 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 New York, without regard to its conflict of laws rules.[Let's discuss] 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. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator with substantial experience resolving disputes related to software delivered as a service. The

place of arbitration will be either London, England or New York, New York, in Qriously's sole discretion. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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