

Terms of Use

Last updated: August [], 2020

These terms of use (the “Terms of Use”) are a legal agreement between you and CLIPr, Inc. (“CLIPr,” “we,” “us,” or “our”). These Terms of Use specify the terms under which you may access and use our website located at <https://clipr.webflow.io/> (the “Website”) and our mobile application (the “App”), both of which provide access to our platform (“the “Platform,” and with the Website and the App, the “Services”).

By accepting these Terms of Use, accessing or using the Services, or otherwise manifesting your assent to these Terms of Use, you agree to be bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, the “Agreement”). If you do not agree to (or cannot comply with) all of the terms of these Terms of Use, do not access or use the Services.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity, and any employees, contractors, or agents authorized by you to access and use the Services pursuant to the terms of this Agreement.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION OF PLATFORM; RESTRICTIONS

a. Recordings and Recaps. The Platform enables you to submit video and/or audio recordings of classes, meetings, and events (“Recordings”). CLIPr will develop and provide you with video and/or audio summary recaps and text transcripts (collectively, “Recaps”) of such Recordings based on your personalized preferences.

b. Age Restrictions. The Platform is available only for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

c. Access Restrictions. We reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or any portion of the Platform, without notice and without reason.

2. ACCOUNT

If you wish to access and use our Platform to upload Recordings and receive Recaps, you must submit a request for access. Upon your request, CLIPr may extend an invitation for access to its trial version of the Platform. To accept such invitation, you will be required to register with us. If you elect to register with us, you may log in to the Platform using a third-party login provider (e.g., Facebook,

Instagram, or Google). If you do not wish to log in using these third-party access credentials, you will be prompted to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and you may be asked to provide certain additional information that will assist us in authenticating your identity when you log in in the future (“Unique Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Platform using your account. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password or Sign-In Name at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. CLIPr is under no obligation to accept any individual or entity as an account holder, and may accept or reject any registrations in our sole and complete discretion. We will not be liable for any loss or damage caused by any unauthorized use of your account.

3. COMMUNITY GUIDELINES.

To provide you with the Services, we need to build a community with a few simple guidelines. By accessing the Services or submitting any content, including without limitation, Recordings (defined below), you agree to comply with these community guidelines (the “Community Guidelines”) and that:

- You will not upload, post, e-mail, transmit, or otherwise make available any content, including Recordings that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence or illegal activity, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information.
- You will comply with all applicable laws in your use of the Services and will not use the Services for any unlawful purpose;
- You will not access or use the Services to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with, or attempt to interrupt the proper operation of, the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any content, data, files, or passwords related to the Services through hacking, password or data mining, or any other means;
- You will not decompile, reverse engineer, or disassemble any software or processes accessible through the Services;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Services;

- You will not use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- You will not resell, distribute, or sublicense the Services or use it for the benefit of anyone other than you or your business;
- You will not resell or distribute the Recaps (except as otherwise provided herein) or use the Recaps for any illegal purposes;
- You will not remove or modify any proprietary markings or restrictive legends placed on the Services; and
- You will not introduce, post, or upload to the Services any Harmful Code. As used herein, “Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Services.

4. RECORDINGS.

The Platform allows you to submit Recordings that you want summarized in a Recap by CLIPr. You, and not CLIPr, are entirely responsible for all Recordings that you upload, post or otherwise transmit. We are not obligated to transmit any Recordings through our Services, and we reserve the right to remove any Recordings at any time in our sole discretion, with or without notice.

To the extent permitted by law, you and your licensors retain all copyrights and other intellectual property rights in and to your own Recordings. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual, irrevocable license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, display, perform, and otherwise use or exploit your Recordings and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised, to provide and promote the Services.

5. INTELLECTUAL PROPERTY.

The Services contain material, such as software, text, graphics, images, and other material provided by or on behalf of CLIPr, including the Recaps (collectively referred to as the “Content”). The Services and the Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, CLIPr and our licensors exclusively own all right, title, and interest in and to the Services and the Content, including all associated intellectual property rights.

Subject to the terms and conditions of these Terms of Use, CLIPr grants you a limited, non-transferable, non-exclusive, license to access and use the Services and the Content solely for your personal purposes. You may not (i) remove, alter, or obscure any copyright, trademark, service mark,

or other proprietary rights notices incorporated in or accompanying the Services or the Content, or (ii) sell, transfer, assign, license, sublicense, or modify the Services or the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Services or Content in any way for any public or commercial purpose. Notwithstanding the forgoing, you have a limited license to share Recaps, at no charge, for non-commercial purposes.

The trademarks, service marks, and logos of CLIPr (the “CLIPr Trademarks”) used and displayed on the Services are registered and unregistered trademarks or service marks of CLIPr. Other company and service names located on the Services may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with CLIPr Trademarks, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of CLIPr Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

6. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us (whether oral or written), including, but not limited to, feedback, questions, comments, suggestions, testimonials, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of the Services that incorporate such information without compensation or attribution to you.

7. DISCLAIMER; LIMITATION OF LIABILITY.

THE SERVICES AND ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE SERVICES ARE PROVIDED BY CLIPR ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

CLIPR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND THE CONTENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIPR DOES NOT WARRANT THAT: (1) THE INFORMATION ON THE SERVICES IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS SERVICES WILL BE UNINTERRUPTED OR

ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR THE CONTENT SHALL BE LIMITED TO TEN UNITED STATES DOLLARS (US \$10). CLIPR SHALL NOT BE LIABLE FOR DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR OR ANY THIRD PARTY'S OR USE OF ANY RECAPS.

SOME JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN LIABILITIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

8. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

a. You hereby represent, warrant, and covenant that:

(i) You own or have the necessary licenses, rights, consents, and permissions (collectively, "Permissions") to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Recordings, the content of such Recordings, and any other works that you incorporate into your Recordings and all the rights necessary to grant the licenses and permissions you grant hereunder; including in each case all Permissions required under applicable law to use the Recordings in connection with the Platform and to permit CLIPr to create and distribute Recaps; and

(ii) Use of Recordings in the manners contemplated in these Terms of Use, including the creation and distribution of Recaps by CLIPr, shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party.

b. You agree to indemnify, defend, and hold harmless CLIPr, its affiliates, and its and their respective officers, managers, partners, employees, and agents from and against any and all losses, civil penalties, liabilities, damages, judgments, costs, and expenses, including reasonable attorney's fees and court costs, incurred in connection with any proceeding, claim, or action arising out of or related to (i) your breach of these Terms of Use; (ii) your misuse of the Content or the Services; (iii) your Recordings; and/or (iv) your or our violation of any third-party rights, including without limitation any copyright, trademark, property, publicity or privacy right, in connection with use of the Recordings, and creation and distribution of Recaps through the Platform.

9. DIGITAL MILLENNIUM COPYRIGHT ACT.

CLIPr respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or Recordings deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

CLIPr Co.
c/o Lowenstein Sandler LLP
One Lowenstein Dr.
Roseland, NJ 07068.

If you believe that your work has been copied on the Services in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Services where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

10. COMPLIANCE WITH APPLICABLE LAWS.

The Services are based in the United States. We make no claims concerning whether the Services are accessible, or whether Content may be downloaded, viewed, or be appropriate for use, or Purchases may be made, outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

11. CONTROLLING LAW.

These Terms of Use and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

12. BINDING ARBITRATION.

In the event of a dispute arising between you and CLIPr under or relating to these Terms of Use or the Services (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by you and CLIPr, whose decision will be final, except for a limited right

of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each of you and CLIPr will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 14 below, nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

13. CLASS ACTION WAIVER.

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

14. EQUITABLE RELIEF.

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

15. EXTERNAL WEBSITES.

The Services may contain links to third-party websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. The content of such External Websites is developed and provided by others. You should contact the site administrator or webmaster for those External Websites if you have any concerns regarding such links or any content located on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations

regarding the content or accuracy of materials on such External Websites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Websites, you do so at your own risk.

16. CHANGES TO THE AGREEMENT.

These Terms of Use are effective as of the last updated date stated at the top. We may change these Terms of Use from time to time with or without notice to you. Any such changes will be posted on the Website. By accessing the Services after we make any such changes to these Terms of Use, you are deemed to have accepted such changes. Please refer back to these Terms of Use on a regular basis.

17. TERMINATION OF THE TERMS OF USE.

We reserve the right, in our sole discretion, to restrict, suspend, or terminate these Terms of Use and the Services, and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. If we terminate without cause, we will refund a pro-rated portion of prepaid and unused fees. Sections 4-17, 19 shall survive the termination of these Terms of Use.

18. DOWNLOADING THE APP

We make the App available through the Google Play Store or Apple App Store. The following terms apply to the App when accessed through or downloaded from the Apple App Store where the App may now or in the future be made available. You acknowledge and agree that:

- These Terms of Use are between you and CLIPr, and not with Apple, and CLIPr (not Apple), is solely responsible for the App.
- Apple has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CLIPr.
- Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, CLIPr will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

- Apple and its affiliates are third-party beneficiaries of this Agreement as related to your license to the App, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (iii) you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFAs 2010); and (iv) you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.
- You must also comply with all applicable third party terms of service when using the App.

19. GENERAL.

No failure or delay by CLIPr in exercising any right or remedy under the Terms of Use will operate, or be deemed to operate, as a waiver of any such right or remedy. If any provision of the Terms of Use is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended and the remainder of the Terms of Use will remain in full force and effect. The Terms of Use constitutes the final and complete agreement between you and CLIPr regarding the subject matter hereof, and supersede any prior or contemporaneous communications, representations, or agreements between us, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. Headings are for convenience only and shall not be used to limit or interpret the meaning of any of the provisions of the Terms of Use. Terms which by their nature are intended to survive indefinitely shall survive and shall apply to you even if you have stopped using the Services, including, without limitation, the limitations of liability, indemnity, and dispute resolution provisions.

20. HOW TO CONTACT US.

If you have questions about the Terms of Use or our Services, please contact us via email legal@clipr.ai.

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