

AUGUR SITE TERMS OF USE

Last updated August 4, 2015

Welcome to the Augur website (the “Augur Site”). Forecast Foundation, OU (“Augur”, “we”, “us” or “our”) provides the Augur Site to you subject to the following terms of use (“Terms”). The Augur Site is offered to you conditioned on your acceptance, without modification, of the Terms. Your use of the Augur Site constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these terms of use please contact us prior to using the Augur Site.

We are constantly modifying, updating, expanding, and improving the Augur Site. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, the Customer Agreement, and other incorporated terms and policies at any time, in our sole discretion. Material changes to these Terms will not be applied retroactively. Nonetheless, we encourage you to check the Augur Site frequently to see the current Terms of Use in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Augur Terms and the revised effective date on the Augur Site. No one at Augur is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of Augur, and any other purported modifications or alterations or conflicting terms will be null and void.

THESE TERMS OF USE INCLUDE, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

NOT BOILERPLATE

These terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at team@augur.net and immediately navigate away from the Augur Site. Do not use the Augur Site until you and Augur have agreed upon new terms of use.

Customer Agreement

When you open an account with Augur, purchase REP or engage in any other transaction with Augur, you also will be subject to the Customer Agreement or other similar agreement governing your use of our services. In the case of any conflict between the Terms and the Customer Agreement, the provisions of the Customer Agreement will control.

Electronic Communications

Visiting the Augur Site or sending emails to Augur constitute electronic communications. By visiting the Augur Site or sending emails to Augur, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Augur Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Augur is not responsible for third party access to your account that results from theft or misappropriation of your account. Augur and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content.

Augur does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may use the Augur Site and enter into a Customer Agreement only with permission of a parent or guardian.

Third Party Services

The Augur Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Augur and Augur is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Augur is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Augur of the site or any association with its operators.

Certain services made available via the Augur Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Augur Site domain, you hereby acknowledge and consent that Augur may share such information and data with any third party with whom Augur has a contractual relationship to provide the requested product, service or functionality on behalf of Augur Site users and customers.

Prohibited Uses and Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Augur Site strictly in accordance with these Terms. As a condition of your use of the Augur Site, you warrant to Augur that you will not use the Augur Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Augur Site in any manner that could damage, disable, overburden, or impair the Augur Site or interfere with any other party's use and enjoyment of the Augur Site. You may not obtain or attempt to

obtain any materials or information through any means not intentionally made available or provided for through the Augur Site.

All content included on the Augur Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Augur Site (collectively, "Augur Content"), is the property of Augur or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Augur Content, in whole or in part, found on the Augur Site. Augur Content is not for resale. Your use of the Augur Site does not entitle you to make any unauthorized use of any Augur Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Augur Content. You will use Augur Content solely for your personal use, and will make no other use of Augur Content without the express written permission of Augur and the copyright owner. You agree that you do not acquire any ownership rights in any Augur Content. We do not grant you any licenses, express or implied, to the intellectual property of Augur or our licensors except as expressly authorized by these Terms.

Communication Services

The Augur Site may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or

proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Augur has no obligation to monitor the Communication Services. However, Augur reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Augur reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Augur reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Augur's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Augur does not control or endorse the content, messages or information found in any Communication Service and, therefore, Augur specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials

Augur does not immediately claim ownership of the materials you provide to the Augur Site (including passwords, feedback and suggestions) or post, upload, input or submit to any Augur Site or our associated services (collectively "Submissions"). We do not have access to your password and cannot recover it in the event that it is lost. However, by posting, uploading, inputting, providing or submitting your Submissions you are granting Augur, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions, as provided herein. Augur is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in Augur's sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

We may permit you, from time to time, to connect your Augur account to third party accounts. By connecting your Augur account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Augur Site is controlled, operated and administered by Augur from our offices within the United States of America. If you access the Augur Site from a location outside the USA, you are responsible for compliance with all local laws, whether in the United States or in your jurisdiction. You agree that you will not use the Augur Content accessed through the Augur Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Augur, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Augur Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Augur reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Augur in asserting any available defenses.

Disclaimer of Certain Liabilities

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE AUGUR SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AUGUR AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Augur SITE AT ANY TIME.

AUGUR AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED

GRAPHICS CONTAINED ON THE AUGUR SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. AUGUR AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Augur AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AUGUR OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

Augur reserves the right, in its sole discretion, to terminate your access to the Augur Site and its related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the laws of the State of California govern this agreement. Use of the Augur Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Augur as a result of this agreement or use of the Augur Site. Augur's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Augur's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Augur Site or information provided to or gathered by Augur with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to

applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Augur with respect to the Augur Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Augur with respect to the Augur Site, except for any Customer Agreement into which you enter with Augur. In the case of any conflict, the terms of that Customer Agreement will control. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Reviews and Comments

We may, from time to time, permit you or other visitors to post reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Augur reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Augur Site or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean the Augur Corp. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Site or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party’s patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in San Francisco County, California. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before the state or federal courts located in San Francisco County, California in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within San Francisco County, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-

prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in San Francisco County, California.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

Digital Millennium Copyright Act

If you are a copyright owner or agent thereof and believe any Content infringes upon your copyrights, you may submit a written notice pursuant to the Digital Millennium Copyright Act ("DMCA") to our copyright agent at team@augur.net.

In order to take action, your notice must:

- Include your physical or electronic signature.
- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site. As an example, you might state that the copyrighted work that was infringed is located on Page 123 of the book “Parenting 1, 2, 3” written by John Doe, published by Rainbow Publishing in 2007, ISBN 1231231231.
- Identify the Content 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 provide information reasonably sufficient to permit us to locate the Content. For example, you might state that the Content located in paragraph 4 of message #1234 is substantially the same as what is written on Page 123 of Parenting 1, 2, 3.
- Provide a way for us to contact you, such as your address, telephone number, or email address.
- Include in your notice the following statement: “I believe in good faith that the use of copyrighted material described in this notice was not authorized by the owner of the copyright, an agent of the owner of the copyright, or applicable law.”
- Include in your notice the following statement: “I swear, under penalty of perjury, that the information I have set forth in this notice is accurate, and I am either (1) the owner of the copyright; (2) someone authorized to act on behalf of the owner of the copyright; or (3) someone authorized to act on behalf of someone who holds an exclusive right to use the copyright in the manner in which it has been infringed.”

We cannot take action unless you give us all required information, and you acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Please note that you can be held liable for damages (including costs and attorneys' fees) if you wrongfully claim that Content infringes your copyright. If you are not sure whether Content infringes your copyright, you should first contact an attorney and seek legal advice.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to post and use such material, you may submit a written counter-notice to our copyright agent at team@augur.net. In order to take action, your counter-notice must: (1) include your physical or electronic signature;

(2) identify your Content that has been removed or to which access has been disabled and the location at which your Content appeared before it was removed or access to it was disabled; (3) include a statement, under penalty of perjury, that you have a good faith belief that your Content was removed or disabled as a result of mistake or a misidentification of your Content; and (4) include your name, address, and telephone number and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided the DMCA notice to us or an agent of such person. If a proper counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed Content or cease disabling it in ten business days. We may, in our discretion, replace or restore access to the removed Content and cease disabling access to it in ten to 14 business days or more after receipt of the counter-notice, unless our designated agent first receives notice from the person who submitted the DMCA notice that such person has filed an action seeking a court order to restrain the owner of the removed Content from engaging in infringing activity relating to such Content.

Contact Us

Augur welcomes your questions or comments regarding these Terms via email at team@augur.net