

Motionry™ Terms of Service

Welcome to the Motionry™ service. Motionry provides an online venue and services that connect users providing information and technologies (the **“Innovators”**) with users seeking information and technologies (the **“Seekers”**) (collectively, the **“Services”**), which Services are accessible at www.motionry.com and any other websites through which Motionry makes the Services available (collectively, the **“Site”**). The following terms and conditions of use (together with any documents referred to herein, the **“Agreement”**) apply to your use of the Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE (the **“Terms”**), WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE OR THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR COLLECTIVE CONTENT.

Binding Contract; Acknowledgment

This Agreement is a legally binding agreement between you and Motionry, LLC, a Delaware limited liability company (**“Motionry”**, **“we,”** or **“us”**), the owner of the Site and the Services. By creating an account with Motionry, you signify that you agree to this Agreement and agree to receive notices from and otherwise transact business with Motionry electronically. You further agree that you have read, understand and consent, without limitation, to the information disclosed in the Motionry privacy policy (the **“Privacy Policy”**), which is incorporated herein by reference. If you are using the Services on behalf of your employer, you represent that you are authorized to accept these terms and conditions on your employer’s behalf.

Definitions

“Collective Content” means Member Content and Motionry Content.

“Content” means text, graphics, images, music, software, audio, video, information or other materials.

“Innovator” means a Member who offers information and technologies to other Members and creates a Profile via the Site.

“Seeker” means a Member who uses the Site or Services to access information and advice from other Members, including an Innovator.

“Member” means a person who completes an account registration and includes, without limitation, Innovators and Seekers.

“Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site or Services and includes, without limitation, a Profile.

“Motionry Content” means all Content that Motionry makes available through the Site or Services, including any Content licensed from a third party, but excluding Member Content.

“Profile” provides a synopsis of the technology and the qualifications of the Innovator.

Modification

Motionry reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. Modifications to these Terms shall automatically be effective upon posting. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older and able to form legally binding contracts.

How the Site and Services Work

The Site is a platform for Members to connect and collaborate in order to exchange information and technologies with other Members. You may view Profiles as an unregistered visitor to the Site and Services during the beta version of the Site; however, if you wish to use the Services or post a Profile, you must first register to create a Motionry Account.

Motionry's role is solely to facilitate the availability of the Site and Services and to provide services related thereto, such as Profiles and collaboration facilitation. Motionry does not provide and is not responsible for Member Content or any information or advice exchanged between Members. You understand and acknowledge that Innovators are not employees or agents of Motionry but are independent service providers using the Site and Services to market their expertise and technologies to other Members and the public. You acknowledge that Motionry will not be liable for any loss or damage caused by your reliance on information provided by Members or information contained in Member Content.

User Account Registration

Direct Registration. To access certain features of the Site and to create a Profile, you must register to create an account ("**Motionry Account**") and become a Member. You may register directly via the Site or as described in this section.

Third Party Registration. You may also register to join by logging into your account with certain third party social networking sites ("**SNS**") including, but not limited to LinkedIn (each such account, a "**Third Party Account**"). You may link your Motionry Account with Third Party Accounts by either: (i) providing your Third Party Account login information to Motionry through the Site or Services; or (ii) allowing Motionry to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. If you choose to link your Motionry Account with Third Party Accounts, you represent that you are entitled to disclose your Third Party Account login information to Motionry and/or grant Motionry access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Motionry to pay any fees or making Motionry subject to any usage limitations imposed by such third party service providers.

We will create your Motionry Account and your profile page for your use of the Site based upon the personal information you provide to us or that we obtain via

an SNS. You may not have more than one (1) active Motionry Account unless you receive written authorization from Motionry. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Motionry reserves the right to suspend or terminate your Motionry Account and your access to the Site and Services if you create more than one (1) Motionry Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Motionry Account, whether or not you have authorized such activities or actions. You will immediately notify Motionry of any unauthorized use of your Motionry Account.

Profiles

You (as an Innovator) may create Profiles to offer your information and technologies to other Members. To this end, you may need to provide information regarding the expertise you offer as well as other financial terms applicable to your offering. Profiles will be made publicly available via the Site and Services.

Seekers will be able to schedule a meeting with you based upon the information provided in your Profile. You understand and agree that once a Seeker requests a meeting, the technology under your Profile may not be altered.

You acknowledge and agree that you are solely responsible for the Profile you post. Accordingly, you represent and warrant that any Profile you post and the agreements you enter into with Seekers (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) comply with all applicable laws, tax requirements, and rules and regulations that may apply to you and (b) not conflict with the rights of third parties. Please note that Motionry assumes no responsibility for the content of Profiles or for any Member's compliance with any applicable laws, rules and regulations.

No Interaction

You understand and agree that Motionry is not involved in the interactions between Members and does not refer or endorse or recommend particular Innovators to Seekers. You also understand and acknowledge that Motionry does not edit, modify, filter, screen, monitor, endorse or guarantee Member

Content or the content of communications between Members. As stated above, Motionry is not party to any agreements entered into between Members.

Motionry reserves the right, at any time and without prior notice, to remove or disable access to any Profile for any reason, including Profiles that Motionry, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services. You acknowledge and agree that, as an Innovator, you are responsible for your own acts and omissions.

No Endorsement

As stated above, Motionry does not endorse any of its Members. You are responsible for determining the identity and suitability of others who you contact via the Site and Services. By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Motionry with respect to such actions or omissions.

Appointments and Financial Terms

Appointments for Innovators: If you (as an Innovator) have received an meeting request from a Member, you will be required to either confirm or reject the request within 24 hours of when the request is made (as determined by Motionry in its sole discretion) or the request will be automatically cancelled. When a meeting is requested with you via the Site and Services, we will share with you (i) the first and last name of the Seeker who has requested the meeting, and the request from the Seeker so that you can view this information before confirming or rejecting the meeting. When you confirm a meeting request, Motionry will send you an email confirming such booking.

You (as a Seeker or an Innovator), not Motionry, are solely responsible for honoring any confirmed meetings. You acknowledge and agree that Motionry is not a party to such meetings and disclaims all liability arising from or related to any such meetings.

Limited License

Subject to your compliance with the terms and conditions of this Agreement,

you are granted a limited, non-exclusive, non-transferrable, and revocable license to make use of the Site and the Services. You do not have a right to transfer or sublicense your rights under this Agreement. Third party components included in the Site or the Services are licensed to you either under this Agreement or under the relevant third party component license terms, as applicable. In addition, certain open-source software included in the Services is licensed to you pursuant to applicable open-source licenses. Your use of the licenses described herein is subject to the restrictions set forth below. Motionry reserves all rights not expressly granted herein in the Services.

Fees

Please note that Motionry does not currently charge fees for the creation of Profiles during the beta version. However, you acknowledge and agree that Motionry reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Profiles or otherwise. Please note that Motionry will provide notice of any fee collection via the Site and Services, in accordance with these Terms, prior to implementing such a Profile fee feature.

User Conduct

You may use the Site and the Services only for lawful purposes and in accordance with this Agreement. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Services and Content. Any unauthorized use of the Site or the Services by you or anyone under your control terminates the limited license set forth above, without prejudice to any other rights and remedies provided herein. In connection with your use of our Site and Services, you may not and you agree that you will not:

- a. violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- b. use manual or automated software, devices, scripts robots, other means or processes to access, collect, “scrape”, “crawl” or “spider” any web pages or other information contained in the Site, Services or Content;
- c. use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms; copy, store or otherwise access any information contained on the Site, Services or Content for

- purposes not expressly permitted by these Terms;
- d. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
 - e. interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - f. use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others and technologies without their permission, personal contact information;
 - g. use our Site or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
 - h. "stalk" or harass any other user of our Site or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Member;
 - i. register for more than one Motionry Account, unless you receive written authorization from Motionry, or register for a Motionry Account on behalf of an individual other than yourself;
 - j. contact an Innovator for any purpose other than asking a question related to the Services,
 - k. contact a Seeker for any purpose other than asking a question related to the Services;
 - l. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
 - m. use the Site and Services to find an Innovator and then complete a transaction independent of the Site or Services in order to circumvent the obligation to pay fees (if any) related to Motionry's provision of the Services;
 - n. as an Innovator, submit any Profile with a false or misleading information, or submit any Profile that you do not intend to honor;
 - o. post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or

- actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- p. systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
 - q. use, display, mirror or frame the Site or any individual element within the Site, Services, Motionry's name, any Motionry trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Motionry's express written consent;
 - r. access, tamper with, or use non-public areas of the Site, Motionry's computer systems, or the technical delivery systems of Motionry's providers;
 - s. attempt to probe, scan, or test the vulnerability of any Motionry system or network or breach any security or authentication measures;
 - t. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Motionry or any of Motionry's providers or any other third party (including another user) to protect the Site or Collective Content;
 - u. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
 - v. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content;
 - w. otherwise violate this Agreement; or
 - x. advocate, encourage, or assist any third party in doing any of the foregoing.

Digital Millennium Copyright Act.

If you are domiciled in the United States and you believe that any of the Collective Content on the Site infringes upon your copyrights, you may notify our designated copyright agent pursuant to the Digital Millennium Copyright Act of 1998 ("DMCA"). For your notice to be valid under the DMCA, you must provide the following information in writing:

- a. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. Identification of the material that is claimed to be infringing and a description of its location in the Site that is reasonably sufficient to permit us to locate the material;
- d. Information reasonably sufficient to permit Motionry to contact you, such as your address, telephone number, and e-mail address;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement, made under penalty of perjury, that all of the information in the notification is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner.
- g. Your DMCA notice must be mailed to Motionry's designated copyright agent at: Capucilli Firm, PLLC, Phone: 646-561-6349, Fax: 917-382-2706.

Motionry takes copyright violations seriously and responds expeditiously to valid DMCA notifications. In accordance with the DMCA, Motionry has adopted a policy of terminating the accounts of users who are deemed, in Motionry's sole discretion, to be repeat copyright infringers. Motionry may also, at its sole discretion, limit access to the Site or the Services and/or suspend or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

You understand and acknowledge that if you fail to comply with all of the requirements of this DMCA policy, your DMCA notice may not be valid.

Use of Computational Resources

As consideration for your rights under this Agreement, you agree that Motionry has a right to allow the Services to utilize the processor, bandwidth and storage

hardware on your computer or other relevant mobile or other device for the limited purpose of facilitating the communication and transmission of data or features to you and other users of the Services, and to facilitate the operation of the network on which the Services runs.

Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Motionry is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Motionry of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Proprietary Rights Notices

Member Content. By using the Site or the Services, you may upload Member Content to Motionry's servers for access through Site. Member Content shall be stored and/or backed-up on Motionry's servers or on servers of trusted third parties as necessary, and in accordance with Motionry's then-current storage practices. Motionry does not verify or endorse any Member Content and expressly disclaims any liability in connection with Member Content. By submitting or uploading any Member Content, you grant to Motionry a non-exclusive, worldwide, royalty-free, transferrable, sublicensable license to use, for any of the stated purposes in this Agreement and the Privacy Policy, any such Member Content. Such license shall expire with respect to any particular Member Content within a commercially reasonable amount of time after you remove such Member Content from the Site. You agree that you will not upload or submit any content that you do not have the legal right to upload or submit, including without limitation Member Content that contains third-party copyrighted material used without permission or Member Content that violates other third-party proprietary rights. You further agree that you will not upload or submit any content that (i) contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; (ii) is threatening, inflammatory, false, misleading, deceptive, fraudulent, violates the privacy rights or right of publicity of any third

party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity; (iii) advertises, disparages, promotes or offers to trade any goods or services in any manner other than as allowed by the Site or the Services; (iv) is intended primarily to promote a cause or movement, whether political, religious or other; (v) links to any commercial or other website; and/or (vi) is not otherwise in compliance with these Terms. Motionry reserves the right to remove any such material at its sole discretion.

You understand and agree that any damage or loss of any kind that may result from the use, misuse, display, submission, transmission, or uploading of any Member Content is solely your responsibility and not the responsibility of Motionry. Motionry is not responsible for any misuse, misappropriation, or public display of any Member Content.

Motionry Content. Motionry Content is the exclusive property of Motionry, our affiliates, our partners or our licensors, and is protected by patents, trademarks, service marks, copyrights, trade secrets or other intellectual property rights and laws, as applicable. You agree to abide by and maintain all copyright and trademark notices, information, and restrictions contained in any content accessed through the Site. The trademarks, logos, slogans, and service marks displayed on the Site (collectively, the “Trademarks”) are the registered or unregistered marks of Motionry, our affiliates, our licensors or our partners, in the United States and other countries, and are protected by United States and international trademark laws. All other trademarks not owned by us, our affiliates, our partners or our licensors that appear on the Site are the property of their respective owners, who may or may not be affiliated with or connected to Motionry. Except as set forth herein, or as required or permitted under applicable law, neither the Member Content, the Motionry Content, the Trademarks, nor any other portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent.

Termination and Motionry Account Deactivation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time (i) terminate these Terms or your access to our Site and Services, and (ii) deactivate or cancel your Motionry Account. In the event Motionry terminates these Terms, or your access to our Site and Services or deactivates or cancels your Motionry Account you will remain liable

for all amounts due hereunder.

You may cancel your Motionry Account at any time by contacting Motionry. Please note that if your Motionry Account is cancelled, we do not have an obligation to delete or return to you any Member Content you have posted to the Site and Services, including, but not limited to, any reviews or feedback.

Representations and Warranties; Limitation of Liability.

YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES PROVIDED BY THE SITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, MOTIONRY DISCLAIMS AND GIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE QUALITY, ACCURACY AND AVAILABILITY OR FITNESS FOR A SPECIFIC PURPOSE OF THE SITE AND THE SERVICES OR WARRANTY OF TITLE OR NON-INFRINGEMENT. MOTIONRY DOES NOT WARRANT THAT: (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS; (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. YOU AGREE THAT MOTIONRY WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR: (A) INABILITY TO USE THE SITE AND THE SERVICES; (B) LOSS OF PROFITS; (C) BUSINESS INTERRUPTION; (D) CORRUPTION OF FILES; (E) LOSS OF BUSINESS INFORMATION; (F) LOSS OF DATA; (G) SERVICE INTERRUPTION; (H) COMPUTER VIRUSES OR MOBILE DEVICE FAILURE; (I) PECUNIARY LOSS; (J) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (K) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; (L) LOSS OF COMMUNICATION BETWEEN THE SITE AND THE SERVICES AND ANY THIRD PARTY MULTIMEDIA; OR (M) ANY OTHER EVENTS BEYOND OUR CONTROL. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY LAW MOTIONRY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE AND THE SERVICES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnification

You agree to release, indemnify, and hold Motionry and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Site, Services, or Collective Content or your violation of these Terms; (ii) your Member Content and (iii) your interaction with any Member, reliance on any information exchanged via the Site or Services, or creation of a Profile.

Technology Limitations; Connection to the Internet

Motionry will make reasonable efforts to keep the Site or the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Motionry reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Site or the Services with or without notice.

Export Control and Restricted Countries

By using the Site and Services, 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 and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Motionry does not permit Profiles associated with certain countries due to U.S. embargo restrictions.

Feedback and Reporting Misconduct

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services by emailing us at

info@motionry.com. You acknowledge and agree that all feedback will be the sole and exclusive property of Motionry and you hereby irrevocably assign to Motionry and agree to irrevocably assign to Motionry all of your right, title, and interest in and to all feedback.

In addition, if you feel any user is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of fraud, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and to Motionry.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Motionry's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Motionry may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Unless otherwise specified herein, any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Motionry (i) via email (in each case to the email address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Dispute Resolution and Choice of Law

With respect to any dispute regarding the Site or the Services or this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the State of Delaware as if the Agreement were a contract wholly entered into and wholly performed within New York. Any dispute relating in any way to the Site or the Services shall be submitted to confidential arbitration in New York, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in New York, and you consent to exclusive

jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Privacy

You agree that Motionry has a right to collect and process your personal information in accordance with the Privacy Policy, the terms of which are incorporated herein by reference.

No Agency Relationship

Neither this Agreement nor any content, materials or features of the Site or the Services create any partnership, joint venture, employment, or other agency relationship between you and Motionry. You may not enter into any contract on our behalf or bind us in any manner.

Entire Agreement

This Agreement, which includes by reference the Privacy Policy, constitutes all the terms and conditions agreed upon between you and Motionry and supersedes any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of these Agreements in any written or oral communication from you to Motionry are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by Motionry not contained in this Agreement.

Severability

Should any provision of this Agreement be held invalid or unenforceable, for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement and the Site or the Services of that provision shall be enforced to the extent permitted by law.

Contacting Us

If you have any questions concerning the Site or the Services or this Agreement, please let us know by sending an email to info@motionry.com.

Motionry™ Privacy Policy

Motionry takes your privacy very seriously. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of the Site and the Services. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Motionry Terms of Service (the “Terms”), which are incorporated herein by reference. BY USING OUR SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY.

Please review the following carefully so that you understand our privacy practices. If you do not agree to this Privacy Policy, do not use the Services or give us any of your information.

Scope

This Privacy Policy, as amended from time to time, applies to information that you provide to us through the Site and to information automatically collected from you by the Site.

Information we Collect

Our principal goals in collecting information are to provide and improve our Site, services, features and content, to administer your use of the Site and the Service and to enable users to enjoy and easily navigate the Site. The types of information that we collect include:

Personal Information. You may browse the Site without providing any personal information that may be used to identify information automatically collected when you visit and interact on the Site. For further use of the Services, we may ask you to provide us with certain information that is considered personal information, which is information that could reasonably be used to identify you personally (“Personal Information”). We may collect this information through various forms and in various places through the Site, including registration forms, social networking logins, or when you otherwise interact with us. When you sign up to use the Site, you create a Profile or sign in through your Third Party Account. The current required data fields for a non-Third Party Account user profile are:

- a. Name
- b. Organization
- c. Webpage
- d. E-mail
- e. Phone Number
- f. LinkedIn username or weblink
- g. Address
- h. Innovation information and overview of your technology

Member Content. We collect all inputted and uploaded Member Content.

Automatic Collection. In addition to any Personal Information or any other information that you choose to submit to us, when you use the Site, we may automatically receive information relating to your use of the Site (“Log Data”), including all data inputted into the Site’s fields, your internet protocol address, data relating to performance of your network and computer or device, pages of our Site that you visit, the time spent on those pages, information you search for on our Site, access times and dates, language and identifying information, your operating system, and other statistics. We use this information to monitor and analyze use of the Site and the Service and for the Site’s technical administration, to increase our Site’s functionality and user-friendliness, and to better tailor our Site to our visitors’ needs. We do not treat Log Data as Personal Information or use it in association with other Personal Information, though we may aggregate, analyze and evaluate such information for use on the Site.

Cookies. We may also store information about you using cookies (files which are sent by us to your computer or other access device) that we can access when you visit the Site. We do this to help improve the user experience of the Site. If you want to delete any cookies that are already on your computer or mobile device, please refer to the instructions for your file management software to locate the file or directory that stores cookies. Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of the Site.

Information from Third Party Sources. We may also access information about you from third-party sources and platforms. As stated more fully in the Terms, as part of the functionality of the Site and Service, you may link your Motionry Account with Third Party Accounts. If you register by logging into a Third Party Account via our Site, we will obtain the Personal Information you have provided to the applicable SNS (such as your true name, email address, profile picture, names of SNS friends, names of SNS groups to which you belong, other information you make publicly available via the applicable SNS and/or other

information you authorize Motionry to access by authorizing the SNS to provide such information) from your Third Party Accounts and use that information to create your Motionry Account and Profile. Depending on the SNS you choose and subject to the privacy settings that you have set in such Third Party Accounts, you understand that by granting us access to the Third Party Accounts, we will access, make available and store (if applicable and as permitted by the SNS and authorized by you) the information in your Third Party Accounts so that it is available on and through your Motionry Account on the Site. If there is information about your "friends" or people with whom you are associated in your Third Party Account, the information we obtain about those "friends" or people with whom you are associated, may also depend on the privacy settings such people have with the applicable SNS.

Additional. We may also, from time to time, collect information from you through surveys in which you may choose to participate.

Use of Your Information

We do not use Personal Information for purposes other than those disclosed to you in this Privacy Policy and/or at the time it was collected, except with your consent or as required by law. We collect information for one or more of the following purposes:

Email Communications. We may use the information that we collect to send you email communications or information about your account or changes to the Site or Service (including changes to the Terms and this Privacy Policy). We may also subscribe you to the Motionry newsletter.

Profile Information. We use the information we collect at registration to create your Motionry Account and Profile. We display your Profile publicly via the Site, and, with your prior permission, on third party sites. Any information you choose to provide as part of your Profile will be publicly visible to all Motionry users and consequently should reflect how much you want other Motionry users to know about you. We recommend that you guard your anonymity and sensitive information and we encourage Members to exercise caution regarding the information disclosed in their Motionry Account profile page. You can review and edit your Profile at any time. If you create a Profile, we may publish, use, share or otherwise disclose the Content of that Profile publicly via the Site and may enable third parties to publish the Profile on their websites.

Motionry Marketing. We may also use your Personal Information to contact you with Motionry newsletters, marketing or promotional materials and other

information that may be of interest to you. You may opt out of these marketing related notifications at any time by emailing Motionry at info@motionry.com. Please note that we may also use your Personal Information to contact you with information related to your use of the Service; you may not opt out of these notifications.

Request Fulfillment. We may use the information that we collect to fulfill your requests for products, services and information. For example, we may use your information to respond to your customer service requests.

Data Analysis. In order to learn more about how our Site and Service are used, we aggregate and analyze the data we collect. We may use the information, for example, to monitor and analyze use of the Site and the Service, to improve the functionality of same and to better tailor our content and design to suit our visitors' needs.

Testimonials. Motionry posts testimonials on the Site. With your consent, we may post your testimonial on the Site along with your name. To have your testimonial removed, please contact us at info@motionry.com.

Sharing Information with Third Parties

Our primary goal in collecting your Personal information or Usage Information is to provide you with an enhanced experience when using the Site. Unless you give us your explicit approval and except as outlined herein, we will only share your user information as is necessary to:

- a. Enforce the Terms.
- b. Comply with laws, regulations and any valid court orders or to respond to requests from governmental or administrative bodies or to comply with litigation matters or other legal process, and/or to establish or exercise our legal rights or defend against legal claims.
- c. Allow for a change of ownership of Motionry (including but not limited to an acquisition by or merger with another company) and related transfer of all personal information to the new owner in which case any information remains protected in accordance with this Privacy Policy.
- d. Allow us to use a third party to perform surveys measuring your experiences and use of the Site (not permitting the third party to use your personal information for any other purpose).

- e. Allow us to share aggregated statistics and information with parties with whom we do business.
- f. To serve you the correct Site version depending on your device type, for troubleshooting and in some cases, marketing purposes.

Service Providers, Business Partners and Others

Motionry may also use certain trusted third party companies and individuals to help provide, analyze, and improve the Site (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Site's features).

Transfer of Personal Information to other Countries

Should Motionry transfer and process your information on a server outside the United States, we will use our best efforts to do so in accordance with this Privacy Policy and applicable law. By approving the Privacy Policy, you consent to such transfer of your personal information.

Security

We know how valuable your information is, and we take security extremely seriously. We take a number of steps to keep your information secure from unauthorized access. For example, we ask you to use a unique and strong password and not to share this information with anyone. In addition, we use encrypted transmissions to limit access to the systems that store your personal information. Further, we respect and comply with applicable laws and regulations on data protection. You are responsible for maintaining the security of your user access name, social networking profiles and related passwords. While we work extremely hard to safeguard your information once we receive it, please be aware that no transmission of data over a public network or storage of data on a cloud network can be guaranteed to be 100% secure.

Third Party Websites

The Site may contain links to third party websites or applications. Please be

aware that we are not responsible for the privacy practices of other websites. This Privacy Policy applies only to the information we collect through our Site. We encourage you to read the privacy policies of other websites you link to from our website or otherwise visit.

Updating and Deleting your Personal Information

All Members may review, update, correct or delete their information in their registration profile by contacting us at info@motionry.com. If you would like us to deactivate your Motionry Account, please contact us and we will attempt to accommodate your request if we do not have any legal obligation or a legitimate business reason to retain the information contained in your Motionry Account.

Changes to this Privacy Policy and Notices

Motionry reserves the right to make changes to this Privacy Policy in its sole discretion. If we make any changes to this policy we will notify you by posting the new version of the policy at www.motionry.com. It is your sole responsibility to periodically monitor the website for such postings. You may also be asked to re-acknowledge and reaccept this policy following any material changes. Please note that by accepting the Terms, you consent to the collection and processing of your personal information as described herein. Your continued use of the Site following the posting or other notice of changes to this Privacy Policy will constitute an acceptance of such changes.

Addressing Your Concerns

If you have questions or suggestions, please contact us at:

Motionry
175 Varick Street, 4th Floor
New York, NY 10014
info@motionry.com

Last updated: August 22, 2013