

APPLAUSE USER AGREEMENT

This AGREEMENT is legally binding. Please read it carefully.

This User Agreement ("AGREEMENT") is between Appia Communications, Inc. ("Appia") and you, whether you are an individual or an entity of any kind, and concerns your use of Appia's Applause video communications service ("Applause").

IN THIS AGREEMENT, THE TERM "APPIA" INCLUDES APPIA'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, AND SUBCONTRACTORS.

If you materially breach this AGREEMENT, all subsequent use of Applause by you is unauthorized and illegal. Appia reserves the right to take legal action arising from any unauthorized or illegal use of Applause, and to prohibit you from making any further use of Applause. Unauthorized or illegal use of Applause may also subject you to civil and/or criminal liability.

Appia may elect, at its sole discretion, to monitor some, all, or none of your use of Applause for adherence to this AGREEMENT or for any other reason.

1. USER ACCOUNTS

When you register, you will receive a user account ("User Account"). You may have multiple User Accounts. You are responsible for any and all activities conducted through your User Account. If you permit someone else to use your User Account, you must ensure that they comply with this AGREEMENT, and you agree to be solely liable for any liability, whether financial or otherwise, arising from such use.

2. CHARGES

Users of Applause are charged for services in accordance with the service plan level to which they subscribe. Failure to pay such charges in a timely manner shall result in immediate termination, without notice.

3. USER PRIVACY

- a. Appia respects your privacy. You agree that Appia may access information about you or your User Account. Appia will not disclose any user information to third parties.
- b. If you intend to use Applause in the European Union or other regions with laws governing data collection and use that may differ from those of the United States, please note that the personal information you provide will be transferred to the United States for use by Appia and its

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3. Includes any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful material, including but not limited to material based on a person's race, national origin, ethnicity, religion, gender, sexual orientation, disablement or other such affiliation,
4. Impersonates any person or the appearance or voice of any person,
5. Utilizes a false name or identity or a name or identity that you are not entitled or authorized to use,
6. Contains any unsolicited advertising, promotional materials, or other forms of solicitation,
7. Contains any virus, worm, Trojan horse, time bomb, cancelbot, or other destructive program,
8. Contravenes any application law or government regulation,
9. Violates any operating rule, regulation, procedure, policy or guideline of Applause as published from time to time on Applause website,
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1. Harvest or otherwise collect information about others, including but not limited to email addresses, without their consent, or
2. Gain or attempt to gain unauthorized access to Applause, other User Accounts, computer systems or networks connected to Applause, through password mining or any other means.

b. If Appia becomes aware that you are using Applause to transmit Content that Appia considers inappropriate, Appia may notify you that transmission of such Content through Applause is prohibited. The prohibitions set out in the section shall apply to such Content immediately upon

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- c. You acknowledge that Appia accepts no responsibility whatsoever for any content. If you witness any violation of this AGREEMENT by others, please contact us at applausesupport@appiaservices.com

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9. GENERAL PROVISIONS

- a. Appia reserves the right, at its discretion, to revise this AGREEMENT at any time, and such revisions will be effective immediately upon the posting of the revised AGREEMENT on Appia website. You agree to review the AGREEMENT periodically to become aware of such revisions. If any such revision is unacceptable to you, your only remedy is to terminate your User Account as provided herein. Your continued use of Applause following posting of the revised AGREEMENT on Appia website shall be conclusively deemed to be acceptance of all such revisions.
- b. If any provision of this AGREEMENT is held to be unenforceable or contrary to law for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances or of the remaining provisions hereof.
- c. The section headings contained in this AGREEMENT are for the purposes of convenience only and are not intended to define or limit the contents of said sections, and have no legal or contractual significance.
- d. Appia's failure to enforce at any time any of the provisions of this AGREEMENT shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter.
- e. You acknowledge that you have read this AGREEMENT, understand it, and agree to be bound by its terms and conditions. This AGREEMENT represents the complete and exclusive statement of the agreements concerning Applause between you and Appia and supersedes all prior agreements between the parties.
- f. In enforcing, interpreting and for all other purposes, this AGREEMENT will be governed by the substantive laws of the State of Michigan and in the event of a dispute arising hereunder, you agree to be bound by the exclusive jurisdiction of the federal and state courts located in the County of Grand Traverse, State of Michigan.