

# SIGNHABIT

## End User License Agreement

IMPORTANT, PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT.

THE TERMS AND CONDITIONS SET FORTH BELOW (THE "TERMS") GOVERN YOUR USE OF THIS SERVICE.

THESE TERMS ARE A LEGAL CONTRACT BETWEEN **YOU** AND **SIGNHABIT**. ("WE" "US") AND GOVERN YOUR ACCESS TO, AND USE OF THE SIGNHABIT SERVICE LOCATED AT WWW.SIGNHABIT.COM AND ANY OF ITS SERVICES DOWLOADED THROUGH THE OFFLINE PLAYER (THE "SERVICE"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SERVICE AND/OR ANY INFORMATION CONTAINED ON THE SERVICE. YOUR USE OF THIS SERVICE AND/OR THE SERVICES ON THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. SIGNHABIT MAY MAKE CHANGES TO THE SERVICES OFFERED AT ANY TIME, AND SIGNHABIT CAN CHANGE THESE TERMS AT ANY TIME. IF SIGNHABIT CHANGES THESE TERMS, WE WILL POST A CHANGE NOTICE ON THE SERVICE AND WE MAY SEND REGISTERED MEMBERS AN EMAIL NOTICE OF THE CHANGE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN POSTED MEANS THAT YOU AGREE TO THE NEW TERMS EVEN IF YOU HAVE NOT REVIEWED THEM.

## General Use Restrictions

Signhabit provides content and other services through the Service. Certain information, documents, products and services provided on and through the Service, including content, trademarks, logos, graphics and images that are not Presentations (as defined below) (together, the "Materials") are provided to you by Signhabit and are the copyrighted work of Signhabit or Signhabit's contributors. The Service also provides, among other things, an online marketplace (the "Shared resources") where you can browse and acquire content and services for use in your Presentations ("Shared resources"), which may be subject to third party license agreements. In addition, Signhabit may make certain applications available to you on the Service for use that may assist you in developing or managing Presentations (the "Software"). Any such Software is only made available for use under the terms of a limited, non-exclusive license to use the Software on your personal computer for the sole purpose of developing or managing Presentations.

During the term of these Terms, Signhabit grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and use the services, the Service and the Software solely for your personal use if you are an individual and solely for your business use if you are an organization or agent of your organization in connection with the creation, storage, display and arrangement of Presentations you create using the Service. You acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials or the Software in any manner. This limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of this limited license, you agree to immediately destroy any downloaded or printed Materials or Software. Except as stated herein, you acknowledge that you have no right, title or interest in or to the Service, any Materials or the Software on any legal basis.

## Your Registration Obligations.

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under Norwegian laws or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form



(the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Signhabit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Signhabit has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

By using all or part of this Service, you consent to receiving electronic communications from Signhabit and its partners and affiliates. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Service. These electronic communications are part of your relationship with Signhabit and you receive them as part of your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## Privacy Policy.

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Norway and/or other countries for storage, processing and use by Signhabit and its affiliates.

## Password Restricted Areas of the Service.

When a visitor to the Service registers to become a member ("Member"), he or she will select an available user name ("Membership Name") and a corresponding user password ("Membership Password") to create a unique, personal account (a "Membership Account"). The Member shall also be required to specify whether he or she is registering as an individual or on behalf of a company or entity (and, if so, the name of the company or entity). You will need a Membership Password to login to the Service and use certain functions and areas within the Service ("Restricted Areas"). If you are an authorized Member of the Restricted Areas, you are responsible for maintaining the confidentiality of your password and account, and agree to notify Signhabit if your password is lost, stolen, or disclosed to an



unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your account. You agree to immediately notify Signhabit of any unauthorized use of your account or any other breach of security in relation to the Service known to you. You will not use other members' contact information gathered from Restricted Areas of the Service for commercial purposes and agree not to provide any other Member's contact information to any third party that is not a Member of Signhabit.

## Subscription Pricing and Changes.

When a Member of the Services chooses to become a subscriber, he or she will choose a subscription type and enter additional data, including payment information within their Membership Account. With respect to Software or Services provided on a subscription basis, Subscriber agrees that Signhabit or Signhabit's authorized resale partner, as applicable, may from time to time either increase or decrease the fee(s) for all or any portion thereof, and that any such adjustment, when made by Signhabit or Signhabit's authorized resale partner, as applicable, shall apply effective as of the expiration of the then-current subscription term. If Subscriber objects to any fee change, Subscriber's sole remedy shall be to elect not to renew the Software or Service at the expiration of the then-current subscription term. Each subscription term begins on the day Signhabit receives full payment of the applicable fees from Subscriber or Signhabit's authorized resale partner, as applicable, and expires after one month. The subscription term will automatically renew for additional periods unless Subscriber elects not to renew on or before the expiration date. If Subscriber purchases additional subscription Software or Services, the subscription term for such additional Software or Services will be coterminous with the preexisting subscription term. The fee for any additional subscriptions purchased in the middle of a billing month will be charged in full for that billing month. Reductions will be effective at the end of the then-current term. No refunds or credit adjustments will be given. You acknowledge that Signhabit reserves the right to limit the maximum number of licenses and total storage capacity for each user account. Furthermore, Signhabit, in its sole discretion, reserves the right to adjust the starting price per license. Signhabit can make changes of any user account, at any time without prior notice.

## Payment method; Credit Card Authorization.

You must provide Signhabit or Signhabit's authorized resale partner, as applicable, with valid credit card, an approved PayPal account or approved purchase order information. Signhabit or Signhabit's authorized resale partner, as applicable, may require, and Subscriber agrees that such fees shall be paid by means of credit card payments or other forms of electronic funds transfers, and to implement measures enabling Signhabit or Signhabit's authorized resale partner, as applicable, to initiate such electronic funds transfers. If you are paying by credit card, only valid credit cards acceptable to Signhabit or Signhabit's authorized resale partner, as applicable, may be used by you to make payment, and all authorized refunds will be credited to the same card. Until all amounts due have been paid in full, you hereby authorize Signhabit or Signhabit's authorized resale partner, as applicable, to charge any credit card provided by you all amounts due under the Agreement from time to time, including without limitation, ongoing Subscription and installment and other payments, taxes, and additional fees. If the credit card cannot be verified, is invalid, is declined, or is not otherwise acceptable or if Signhabit does not receive payment from its authorized resale partner for your purchase or subscription, the Software and Services may be terminated, deferred, suspended, or cancelled by Signhabit without notice at Signhabit's discretion and Signhabit may generate invoices for payment. You agree to update your credit card information to keep it current at all times and that Signhabit or Signhabit's authorized resale partner, as applicable, may submit charges for processing even if the card appears to have expired. A credit card authorization form must be completed for all payments made by credit card. All prices are given and must be paid in the currency listed. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Unless otherwise provided by law or in connection to any particular service offer, all charges are non-refundable.

## Taxes.

All fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on Signhabit's income.

## Conversion of Trial Period Offers.

You may have received a complimentary trial Subscription to the Software or Service or some other trial period offer. Unless we notify you otherwise, if you are participating in any trial period offer, your trial period will expire at the end of the trial term and access to the Subscription-based Software or Service will be suspended. You will then be prompted to either become a Subscriber or be limited to the Member version of the Software or Services.

## Shared resources

A Member or Subscriber ("User") shall acquire "Shared resource" Items through the Service, and such Marketplace Items may be subject to an applicable content download agreement based on criteria specified by such User. A User may acquire Shared resource Items for a particular use(s) only if he or she pays with the applicable number of Credits (as defined below) on the Service, and only if he or she agrees to the terms and conditions of any applicable content download agreement for such Marketplace Item and such use(s).

## Credits and Payments.

Transactions in the Marketplace, including the purchase of products or services, shall be conducted using Marketplace credits ("Credits") in accordance with Signhabit's pricing and payment policies and subject to any amounts that may be owed to Signhabit with respect to such transactions. In the event you purchase a Marketplace Item, the appropriate number of Credits shall be deducted from your

## Membership Account.

You may acquire Credits only by purchase, by using credit or charge cards, online payment accounts, wire transfers or such means as then permitted by Signhabit, or by redeeming a special promotion. If you purchase any Credits using a credit or charge card or an online payment account, you represent and warrant that you are the cardholder or account holder and that the billing information provided is accurate, and you authorize Signhabit or Signhabit's authorized resale partner, as applicable, to charge the designated credit or charge card or online payment account for the total amount of the



purchase, including any sales or similar taxes. Credits are non-refundable. Notwithstanding anything to the contrary contained in this Agreement, you may never redeem Credits for cash, and can only use Credits for transactions within the Marketplace.

## Use of Marketplace Products and Services.

You may only acquire Marketplace Items from the Service in accordance with the terms and conditions of this Agreement and of any applicable content download agreement. You may not use, reproduce, distribute, display or create derivative products or services based on any Marketplace Items or other goods or services that appear on the Service unless you enter into a content download agreement, and you may do so only to the extent expressly permitted under the terms and conditions of an applicable content download agreement.

You acknowledge and agree that no ownership of any Marketplace Items can be transferred, and that no sale of any Marketplace Items can be effectuated, on or through the Service. Only the rights expressly sublicensed in an applicable content download agreement are granted on or through the Service. You acknowledge and agree that Signhabit or its third-party providers retain all ownership rights in and to the Marketplace Items, and that such Marketplace Items are protected by copyright, trademark and other intellectual property rights of Signhabit or its third-party providers.

## Termination.

Signhabit may, at any time, terminate this Agreement in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under this Agreement, or for inactivity as it relates to the Service for a period of 90 days. You may, at any time, terminate this Agreement by logging into your Membership Account on the Service and selecting to cancel your Signhabit account. In the event termination is by Signhabit, Signhabit shall notify you of such termination. Signhabit reserves the right, in its sole discretion, to terminate your Membership Account at any time, including, without limitation, deactivating your Membership Name and Membership Password.

## Effect of Termination.

Upon any termination of this Agreement:

(a) Your Membership Account shall be cancelled and closed and your Membership Name and Membership Password shall be deactivated;

(b) All Shared resourc

e Items uploaded by you shall be removed from the Service; provided, however, that Signhabit may continue to use the Marketplace Item for internal archival and reference purposes;

(c) You shall forfeit all right, title and interest in and to any and all Credits; and

(d) Signhabit will permanently delete your Presentations and Materials within 24 hours of the effective date of termination.

Termination of this Agreement shall not relieve you of any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated.

## Suspension.

Signhabit reserves the right, in its sole discretion, to suspend your Membership Account at any time and for any length of time. In the event, and for so long as, Signhabit suspends your Membership Account, you shall have no ability to purchase any Marketplace Items or other goods or services on the Service, but you may continue to access your Membership Account using your Membership Name and Membership Password. For clarification purposes, Signhabit shall not remove any Marketplace Items or other goods or services you have purchased prior to suspension of your Membership Account and such Marketplace Items or other goods or services shall continue to be available.

## Third Party Content.

Certain information and content that are not Presentations may be provided by third party licensors and suppliers to Signhabit ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Unless you have permission from the owner of the Third





Party Content, you agree to only display the Third Party Content on your personal computer solely for your personal or business use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. SIGNHABIT DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## Links to Third Party Services.

This Service may be linked to other Services that are not Signhabit Services. Signhabit is providing these links to you only as a convenience, and Signhabit is not responsible for the content or links displayed on such Services.

## Maximum Storage Limit.

You acknowledge that Signhabit reserves the right to limit the maximum storage capacity for each user account. Furthermore, Signhabit, in its sole discretion, reserves the right to adjust the maximum storage limit of any user account, at any time without prior notice.

## Presentations.

You acknowledge that you are responsible for the information and material that you develop and/or import to the Service and/or through the use of the Software, including, without limitation, any presentations, or portions thereof, that you import, create, store and access on this Service (each, a "Presentation"), and that you, and not Signhabit, will have full responsibility for each such Presentation, including its legality, reliability, appropriateness, originality and copyright. If you submit Presentations to the Service, you grant Signhabit a non-exclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) to use, copy, modify, distribute, display the Presentation and provide access to the Presentation to users that you designate in connection with providing services related to this Service to you. Additionally, if you are a Member, your Presentations



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You represent and warrant that: (i) you own the Presentations posted by you on or through the Service or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Presentations on or through the Service and any other use of your Presentations does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Presentations posted by you to or through the Service or created with the use of the Software.

## Posting Etiquette.

Signhabit asks that you respect the Signhabit online community as well as other individuals participating within the Signhabit online community. Your conduct should be guided by common sense and basic etiquette. To further these common goals,

when posting Presentations to or otherwise using the Service and/or the services, you agree not to, without limitation: Post off-topic or disruptive messages. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Impersonate or represent Signhabit, our staff or other industry professionals. Solicit a member's password or other account information. Harvest user names, addresses, or email addresses for any purpose other than to conduct Signhabit business. Use racially, ethnically, or otherwise offensive language.

## Discuss or incite illegal activity.

Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated). Disrupt the flow of chat in any manner, including without limitation vulgar language or abusiveness. Post anything that exploits children or minors or that depicts cruelty to animals. Post any copyrighted or trademarked materials without the express permission from the owner. Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation. Post any content that is mature or adult in nature.

This list of prohibitions is an example and is not complete or exclusive. These prohibitions do not require Signhabit to monitor, police or remove any Presentations or other information submitted by you or any other user. Signhabit reserves the right to (a) terminate or suspend your access to your account, your ability to post to the Service or the services and (b) refuse, delete or remove any Presentations or move any Presentations from "public" to "private" status; with or without cause and with or without notice, for any reason or no reason, or for any action that Signhabit determines is inappropriate or disruptive to the Service, services or to any other user of the Service and/or services. Signhabit reserves the right to restrict the number of emails which you may send to other members and users to a number that Signhabit deems appropriate in Signhabit's sole discretion.



Signhabit may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Signhabit's discretion, Signhabit will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Internet. You understand that your interactions and dealings with other users of the Service are solely between you and such other user. Signhabit shall not be responsible for any loss or damage of any sort incurred as a result of any such interactions and/or dealings and Signhabit will have no obligation to become involved in such dispute.

## Unauthorized Activities.

Presentations and unauthorized use of any Materials or Third Party Content contained on this Service may violate certain laws and regulations. You shall indemnify and hold Signhabit and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) Signhabit or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party. Proprietary Rights.

Signhabit is a trademark of Signhabit in Norway. All other trademarks, names and logos on this Service are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on this Service including documents, services, Service design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of Signhabit, Copyright © 2017 Signhabit. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. Copyright and Trademark Infringements.

## Notification:

Signhabit respects the intellectual property of others, and we ask you to do the same. Signhabit may, in appropriate circumstances and at our discretion, terminate or suspend service and/or access to the Service or Restricted Areas of the Service to users who infringe the intellectual property rights of



others. If you believe that your work is the subject of copyright infringement and/or a trademark infringement and appears on our Service, please provide Signhabit's copyright agent the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Identification of the material 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 information reasonably sufficient to permit Signhabit to locate the material.

Information reasonably sufficient to permit Signhabit to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. A statement that the complaining party has 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. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Signhabit's agent for notice of claims of copyright or trademark infringement on this Service can be reached by email.

Such written notice should be sent to our designated agent as follows:

### Disclaimer of Warranties.

Your use of this Service, any Software and/or the services is at your own risk. Neither the Materials nor the Third Party Content have been verified or authenticated in whole or in part by Signhabit, and they may include inaccuracies or typographical errors. Signhabit does not warrant the accuracy of timeliness of the Materials or the Third Party Content contained on this Service. Signhabit has no liability for any errors or omissions in the Materials and/or the Third Party Content, whether provided by Signhabit or our licensors

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### Limitation of Consequential Damages.

SIGNHABIT SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIAL ON THE SERVICE OR RELATING TO YOUR PRESENTATIONS OR THE SOFTWARE. IN NO EVENT SHALL SIGNHABIT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING EVEN IF SIGNHABIT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

### Local Laws; Export Control.



Signhabit controls and operates this Service from its headquarters in Norway, and the Materials may not be appropriate or available for use in other locations. If you use this Service outside Norway, you are responsible for following applicable local laws.

## General.

If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Signhabit's failure to enforce any of these Terms is not a waiver of such term. The Terms are the entire agreement between you and Signhabit and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Signhabit about the Service. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.