

InnoCaption™ Service Terms of Use

PRIOR TO USING THE INNOCAPTION SERVICE YOU MUST REVIEW AND AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT ("AGREEMENT") BY COMPLETING YOUR REGISTRATION ("SIGN UP") FOR INNOCAPTION SERVICE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE.

This Agreement is between MEZMO Corporation dba InnoCaption (referred to herein with its affiliates and licensors as "InnoCaption" or the "Company"), and you, the user of the Service, as defined below (you are referred to herein as either "you" or as the "User"). By activating or using the Service or any part thereof in anyway, you agree to be bound by all of the terms and conditions of this Agreement, including, without limitation, the terms and conditions of the mobile phone app legal agreement and the terms related to 911 emergency services.

IMPORTANT: To use the InnoCaption Service, you also certify that you are either hard of hearing, have a hearing impairment or disability or other physical condition necessitating the use of one or more of the services (referred to herein as a "Qualified Person").

THE SERVICE

The Company provides a form of telecommunications relay service, known as Internet Protocol Captioned Telephone Service(IP-CTS) called InnoCaption™ (which is referred to herein as the "Service"). The basic specifications and functionality of the Service are described on the Company's website. The Service is partially provided with the participation of a trained communications assistant ("CA") to assist with the relay of conversations with captioning on a near real-time basis for the benefit of the User in an otherwise standard voice telephone environment.

ACCEPTABLE USE and RESTRICTIONS

Your use of the Service is limited to your individual use in order to assist you to communicate via the telephone because of your hearing loss and is subject to the restrictions in this Agreement; the Service is not intended for commercial purposes, such as use as a transcript, or for any unlawful purposes, including without limitation, use for illicitly or secretly recording or documenting a telephone conversation.

You further agree not to use the Services in any manner to harass, abuse, record for unlawful purposes, defame or otherwise infringe or violate the rights of any other party, and that the Company is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, commercial, offensive or illegal purposes as a result of your use of the Services. If you breach this restriction, you may be subject to prosecution and damages. You may not rent, lease, lend, sell, redistribute or sublicense your right to use the Service.

You represent and certify that: (a) you are eligible under the FCC's rules to use the Service as a Qualified Person, the definition of which is provided above; (b) you will use the Service only for communications permitted by FCC rules; and (c) you will observe all statutory and regulatory requirements governing the use of the Service. The Company is providing the Service to you based upon your status as a hearing impaired person. Applicable FCC Regulations including, without limitation, those found at 47 C.F.R. §§ 64.601 - 64.613 and at www.fcc.gov. You recognize that applicable FCC rules and regulations may change from time to time and you agree that the Company, in its sole discretion, may without notice or liability modify this Agreement by posting any required changes to its web site(s). Your sole remedy in case of such modification shall be to terminate your use of the Service. If you use the Service while not qualifying as hearing-impaired person, you

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agree to pay any expenses, fees and/or penalties associated with your unauthorized use, including applicable monthly subscription fees. You may not use this service as a substitute for CART or for in-person transcription. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service materials, software or other materials, and any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). There are no implied rights granted to you and any right not specifically granted herein is hereby reserved by and for the sole benefit of the Company. You agree that the Service contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Service.

The terms of this Agreement will govern any updates that replace and/or supplement the Service, unless such upgrade is accompanied by an agreement in which case the terms of that agreement will govern. The Company also has the right to discontinue or suspend, without advance notice, your use of the Service if it becomes aware that you have breached this Agreement, and the Company reserves the right to investigate and actively pursue or stop any attempt to disrupt the Service to its customers, including asserting civil claims, cooperating with law enforcement and/or criminal prosecution as it deems necessary.

REGISTRATION INFORMATION

You agree that all information contained on your application or registration materials for the Service is true and correct. The Company reserves the right to terminate this Agreement and your access to the Service at any time, if it should determine that any such information was or is untrue. During the registration process for the Service, you are self-certifying as to your status as a Qualified Person.

SERVICE WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY, ITS LICENSORS AND AFFILIATES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR COMMUNICATIONS PERFORMED OR PROVIDED BY, THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS LICENSORS AND AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

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WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall the Company's, its licensors or affiliates, total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. You, or your employer, are responsible for obtaining your own telephone and/or Internet access needed for access to and use of the Service, and all charges related thereto. Any telephone or other communications charges incurred by you to use the Service are your responsibility. Also, your telecommunications carrier, such as a wireless carrier, may charge service fees for alerts, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services. Check with your carrier to verify any fees that may apply to you.

CONFIDENTIALITY, PRIVACY AND SECURITY

You acknowledge that the Company cannot guarantee that the caption communications are completely secure given that captioning is provided, in whole or in part, via the public Internet and third-party networks to transmit communications. The Company respects the privacy of its users and treats the content of all communications as confidential, except as may be required by law. The Company will not disclose any information from Users' conversations except as may be required by law or otherwise allowed by FCC regulations. The full text of the Company's privacy policy (as amended from time to time) is available on its website. The Company implements security features and reasonable policy guidelines to safeguard the privacy of any User-identifiable information from any unauthorized access or improper use. However, the Company is not liable for any security breaches caused by User or third party violations of federal or state law. Moreover, the Company cannot guarantee the confidentiality of any communication or material transmitted to or from the Company via its website or via email, and therefore the Company is not responsible for the security of such information.

LIMITATIONS OF CAPTION-BASED EMERGENCY 911 CALLS

Restrictions and Limitations on Emergency 911 Calls using Caption Services. The Company strongly advises you that any 911 emergency call should be made through a standard telephone, or if necessary because of severe hearing impairment, by a traditional text telephone (TTY), whenever possible. Dialing 911 from a traditional phone (or TTY) remains the most reliable and fastest method of reaching emergency response personnel. If you use the Service to place a 911 call, you should be aware that any such use is subject to important limitations and risks.

TECHNICAL ERRORS AND OTHER TROUBLE OR HUMAN ERRORS

It is possible that your location and any telephone number associated with the Service may not be automatically passed to the emergency service center or personnel when you use the caption services to place a 911 emergency call, as a result of technical, device malfunction, equipment or human error. Technical errors may include a network outage or power outage, or degradation of your Internet service for another reason, cancellation or suspension of your broadband or ISP service or if your access or use of the device has been

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terminated, suspended, restricted, or cancelled, or if the device has been disabled, opened, altered or otherwise modified. Human error may include misinterpretation, mistakes, or your inability to provide the captioning assistant your address; in each case the Company may not be able to obtain your location or other relevant information and/or provide that information to the appropriate emergency personnel.

Limitation on Liability for 911 calls.

If you use the Service to make a 911 call using any caption provider, including the Company's captioning services, the Company is not liable for any claim, damage or loss arising from your use of the Service to facilitate that call, including any liability in tort, contract, or otherwise for any property damage, personal injury or death arising out of or related to use of the Service to make a 911 call relating to such an emergency call, including but not limited to an act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of the Service provided in connection with a 911 call or the provision of emergency services; (2) interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, acts of God, human error, misinterpretation, mistakes, or other occurrences, regardless of the source of the occurrence, that might arise during the handling or transmission of a 911 emergency call; and (3) release to an emergency response center or emergency center personnel, emergency medical service provider or emergency dispatch provider, public safety, fire service or law enforcement official, or hospital emergency or trauma care facility public safety answering point, designated statewide default answering point, of any user information related to 911 calls or to the delivery of emergency services.

Consent to Use of Data

You agree that the Company may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Service updates, product support and other services to you (if any) related to the Service. The Company may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Export and Government Users

You may not use or otherwise export or re-export the software or other materials relating to the Service except as authorized by U.S. law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the software or other materials relating to the Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

The Service and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as

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Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Governing Law

The laws of the State of California, excluding its conflicts of law rules, govern this license and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

Support and Use

Neither the Company, nor any of its parent, subsidiary, or affiliate companies, nor their respective licensors, dealers, resellers or suppliers (collectively called the Affiliates), are responsible for maintaining or providing support for the Service and they have no obligation to provide updates, fixes, or new versions of the Service.

Term and Termination

This license automatically terminates if you violate or fail to comply with any of the terms and conditions of this Agreement or the terms and conditions related to the relay services being provided to you by the Company using the Service; copies of such terms and conditions are included on the Company Website. You are responsible for reviewing, and complying with, the terms of the Company Services. You agree that, upon termination, you will either destroy (or permanently erase) all copies of the Service materials, including software and related materials.

Trademarks

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