



TERMS OF SERVICE

MVI Systems, LLC and its subsidiaries and affiliates (collectively, “MVI”, “we” “us” or “our”) provides an electronic video intercom entry and smart access control system (“KeyCom™ Platform” or “KeyCom™”) that works for your residential building and allows you to remotely grant and monitor access to locations equipped with, and secured by, a KeyCom™ (the “Building”). In connection with its KeyCom™ Platform, MVI provides

- (1) electronic video intercom entry and physical access products containing MVI’s proprietary technology (“KeyCom™ Hardware” or “Hardware”);
 - (2) proprietary software embedded on the KeyCom™ Hardware (together with any updates thereto, the “KeyCom™ Software” or “Software”); (KeyCom™ Hardware together with KeyCom™ Software collectively referred to herein as KeyCom™ Platform or simply KeyCom™);
 - (3) a website accessible at <http://www.MVIsystems.com/> (the “Site”);
 - (4) mobile application services accessible through a mobile phone or tablet (each, a “Device” and such services, the “myKey™ Apps”);
- and
- (5) subscription software services provided in connection with the KeyCom™ Software, Site and myKey™ Apps (collectively, “Subscription Services”).

The Site, myKey™ Apps and Software, Subscription Services, and all other features, tools, services and content provided by MVI in connection with the MVI KeyCom™ Platform (collectively, the “Services”) are intended for use solely with the KeyCom™ Hardware or as otherwise made available by MVI.

Please read these Terms of Service (“Terms”) (along with MVI’s [Privacy Policy](#)) fully and carefully before using or accessing any the KeyCom™ Platform or Services. The Terms set forth the legally binding terms and conditions for your use of KeyCom™ Platform and/or Services. If you do not agree with any of the terms set forth herein, you should immediately stop using the KeyCom™ and the Services, including by disconnecting your KeyCom™, deleting any myKey™ Apps or Software and/or unregistering your Devices.

1. ACCEPTANCE OF TERMS:

- a. By clicking “I Agree” on this Site (see [below](#)), registering for an Account (defined below) or accessing or using the Services in any manner, including by visiting the Site, using the MyKey™ or accessing any KeyCom™ as a Visitor (defined below), you agree to these Terms. If you are accessing a KeyCom™ or the Services on behalf of an entity, you hereby agree to these Terms on your behalf and on behalf of such entity.
- b. Certain of the KeyCom™ Hardware or Services may be subject to additional terms and conditions specified by us from time to time. Your use of such Hardware or Services is subject to those additional terms and conditions. For example, by using any KeyCom™ Hardware,

you agree to the applicable Limited Warranty and End User License Agreement issued by us in connection with the KeyCom™. These additional terms, and all other operating rules, policies, and procedures that MVI may publish from time to time through the Services, are incorporated into the Terms by this reference and, except as expressly set forth in the Terms, may be updated from time to time without notice to you.

- c. **ARBITRATION NOTICE AND CLASS ACTION WAIVER: except for certain types of disputes described in the arbitration and class action waiver section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.**
 - d. If you are accessing and using the Services on behalf of an entity, you represent and warrant that you have the right, authority, and capacity to accept and agree to these Terms on behalf of yourself and the entity you represent.
 - e. As described below, you consent to the automatic updating of Software included in the KeyCom™ Platform and Services from time to time. If you do not agree, you should not use any Software included in the KeyCom™ Platform or Services.
2. **RELATION OF THESE TERMS TO OTHER AGREEMENTS:** These Terms govern your use of the Services and certain aspects of the KeyCom™ Platform, including data from the KeyCom™ Platform that will be uploaded to the Services. Your use of the KeyCom™ Platform is also covered by (a) the End

User Licensing Agreement (“EULA”), which governs the use of MVI’s myKey™ Apps and Software and (b) the limited warranty provided with that KeyCom™ (“Limited Warranty”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features.

3. ACCOUNT TYPES AND ACCESS LEVELS:

- a. OWNERS. The individual or entity who contracts with MVI Systems for the acquisition or lease of a KeyCom™ (e.g., a Building owner or Building management company) is the “Owner”. If you are an Owner who invites or enables a resident user to use a KeyCom™ you own or lease, you acknowledge and agree that such user may subsequently invite or enable family members or Visitors (defined below) to use the KeyCom™ Platform, and therefore access the Building equipped with the KeyCom™. If you are an Owner, you acknowledge and agree that you should only authorize those individuals that you trust to be users.
- b. USERS. “Users” or “Resident Users” are individuals who are authorized (usually by the Owner) to control and use a KeyCom™ for Building access, such as the tenants, and family members of tenants, of Buildings secured with a KeyCom™. Users can use the Services to monitor and control the KeyCom™ and access to the Building equipped with the KeyCom™ (for example, a User can generate a digital Visitor myKey™ Code [defined below] or sync his or her Device with the KeyCom™).

c. VISITORS. As used in these Terms, a “Guest” or “Visitor” (collectively, “Visitor”) is any person or entity that is given authorization by a User (or in certain limited circumstances, an Owner) through a unique myKey™ plastic tab (“myKey™ Tab”) or digital link to temporary QR passcode (“Visitor myKey™ Code” or “Visitor myKey™”) to unlock the Owner’s or User’s building KeyCom™. By inviting someone to be a Visitor, you are giving them the ability to operate your KeyCom™ and therefore access the Building with which your KeyCom™ Platform is used. Please be careful to only invite trusted Visitors. Visitor information, including video and/or photographic images of Visitors who access a KeyCom™ Platform (collectively, “Images”), may be

- (i) received by MVI;
- (ii) shared with the relevant KeyCom™ Tenant User and/or Building Owner
and
- (iii) used and shared as described in our Privacy Policy; provided that Images will only be received by MVI and shared with a KeyCom™ User and/or Owner. More information about the sharing of Visitor information can also be found in Section 11(c) below. If you are a Visitor, or have been invited to access a KeyCom™ as a Visitor but do not want your information to be further used or shared, do not use the Visitor myKey™, myKey™ Tab, or otherwise access the KeyCom™ or Services in any manner.

A User or Owner may revoke or limit access rights in their discretion without notice to the Visitor.

Whether you are a User or Owner, you should only authorize Visitors that you are certain you would like to grant access to, in each case, after careful review and diligence. You are responsible for all of your actions in connection with the KeyCom™ Platform and Services as well as all actions conducted through your Account(s), whether or not authorized by you.

- d. MULTIPLE ACCOUNT LEVELS. One individual may have multiple Accounts or user types with respect to a single KeyCom™. For example, an Owner may also be a User of a KeyCom™ Platform, and therefore would be able to use his or her User Account to generate a Visitor myKey™ for such KeyCom™ beyond the typical limited circumstances applicable to an Owner Account.

4. ELIGIBILITY:

- a. In order to register for any account on the Services (“Account”), you must be at least 18 years old. If you are under 18 years old but over 13 years old, you may register for a User Account and use the Services as a User only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are under 13 years old, you may not use any part of the Services, under any circumstances or for any reason, either as a registered or unregistered User.

- b. You will be bound by these Terms wherever you access or use a KeyCom™ or Services. Although our Site is accessible worldwide, the MVI KeyCom™ and Services are not available to all persons or in all countries. To the extent permissible by law, MVI accepts no responsibility or liability for any damage or loss caused by your accessing or use of the KeyCom™ or Services in a country not specifically approved by MVI. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you, including but not limited to (i) any laws relating to the recording or sharing of image or video content that includes third parties or (ii) any laws requiring notice to or consent of third parties with respect to your use of MVI's KeyCom™ and/or Services. The right to access the KeyCom™ and Services is revoked where these Terms or use of the KeyCom™ and Services is prohibited or to the extent offering, sale or provision of the KeyCom™ or Services conflicts with any applicable law, rule or regulation.
- c. By using the Services, you represent and warrant that you meet all the eligibility requirements set forth in these Terms. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.
- d. The Services are offered only for your use, and not for the use or benefit of any third party.

5. **REGISTRATION:** To sign up for the Services, you must register for an Account. Please note that signing up for the Services is different from accessing the

KeyCom™, as you can access the KeyCom™ as a Visitor without signing up for an Account. When signing up for an Account, you must provide accurate and complete information and keep your Account information updated. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates at support@MVIsystems.com, but please note that some of the Services may not be available to you if you delete your Account. You grant us the right to use the information provided by you through the registration process, and any other information you provide to us through your use of the Services, in connection with the operation of the Services or as set forth in our Privacy Policy.

6. ACCOUNT SECURITY:

- a. You must keep your Account and any password, passcode or Device you use in connection with the KeyCom™ or Services secure. You agree to use strong passwords and passcodes, and to maintain the confidentiality of your password and all passcodes. You may never use another person's user Account or registration information for the Services without permission. You shall be responsible for all uses of your Account, Device and login information, whether or not authorized by you. MVI shall not be responsible for any actions or omissions of any individual to whom access is granted through your Account, regardless of whether you intended to grant such individual access. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorized use of your Account, Device or any passwords or passcodes, and you should

immediately change your password or passcode, as applicable, to prevent further unauthorized use. You should never publish, distribute or post login information for your Account. MVI is not liable for any loss or damage arising from your failure to comply with the above requirements. Visitor myKey™ Codes, myKey™ Tabs and myKey™ Pins are only for the use of the individual to whom such Code, Tab or Pin was issued. You must not share your myKey™ Tabs, Codes or Pin with or to any other individual at any time.

- b. We strongly recommend that you do not use the Services on a Device with a “jail broken” or “rooted” operating system. These operating systems can potentially allow other applications to circumvent security features on your Device. Any use of such Devices is at your own risk. You agree that MVI will not be liable for any loss of functionality caused by such use and will indemnify us for all damage or liability arising or resulting therefrom.

7. Services:

- a. The Services are designed to be used in connection with the MVI KeyCom™ Platform.
- b. Subject to these Terms, we grant you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Site or Apps, solely in connection with the KeyCom™ that is either installed on your property, that you have been validly authorized to access, or that is otherwise expressly provided by MVI for your use and (ii) installing and using the Apps on your

Device(s), solely for the purpose of using the KeyCom™ and the Services in accordance with these Terms. You agree to comply with all instructions, usage rules and documentation that we may provide from time to time with respect to the Service or KeyCom™.

- c. Please note that we may from time to time update the Apps and Services, including without limitation by providing improvements, updates, new functionality, bug fixes, or other modifications (collectively “Updates”). These Updates may occur automatically, without notice or any request for additional consent. By using the Apps and Services, you hereby consent to the Updates. If you do not want to receive the Updates, you must terminate your Account and stop using the Apps and Services, including the KeyCom™ and myKey™ Software. In the event that we ask you to install Updates, you agree to do so promptly. We are not liable for any failure to install the Updates or any damages resulting therefrom. Updates are subject to these Terms, as well as any terms that apply to the Software and any additional terms that may be provided with such Update. By continuing to use the Services, you agree to all terms applicable to the Updates, including the EULA for the relevant KeyCom™ and myKey™ Software.
- d. MVI AND/OR ITS AGENTS MAY NEED ACCESS TO UPDATE, REPAIR, REPLACE OR TEST A BUILDING KEYCOM™. BY USING THIS SITE AND CLICKING AGREE BELOW, YOU GIVE MVI AND ITS AGENTS FULL PERMISSION TO ACCESS ANY PROPERTY OF YOURS, DIGITAL OR REAL WORLD, IN ANY METHOD, FOR ANY PURPOSE.

8. System Requirements:

- a. In order to take advantage of full functionality associated with the KeyCom™ and Services, the following are necessary and/or recommended: (i) properly functioning KeyCom™ (including sufficient wired and/or battery backup power, if applicable); (ii) at least one Device equipped with the myKey™ App (preferable, but not mandatory) and a working Bluetooth connection; (iii) at least one valid User Account and (iv) other system elements that may be specified by MVI from time to time.
- b. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth connection, and other related equipment; (ii) your Internet service provider (“ISP”); and (iii) your mobile device carrier (“Mobile Carrier”). You acknowledge that you are responsible for all fees charged by your ISP and Mobile Carrier in connection with your use of the myKey™ App or Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use or terms of service, and other policies of your ISP and Mobile Carrier. It is your responsibility to ensure that you have all required system elements and that they are compatible, up-to- date, and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

9. Open Source: The Services may contain or be distributed with open source software which may be covered by a different license. You agree that all open source software shall be and shall remain subject to the terms and conditions under which it is provided, and you shall be responsible for compliance with such terms.

10. Feedback: You acknowledge that any suggestions, ideas, comments or other feedback you provide to us regarding the KeyCom™ Platform or Services (“Feedback”) shall become our sole and exclusive property without any compensation to you. We may, in our sole discretion, decide whether to use the Feedback in any of our products and services. You hereby assign to us all of your right, title and interest in the Feedback, including but not limited to all copyrights, patent rights, trade secrets and trademarks.

11. Content:

a. Definition. For purposes of these Terms, the term “Content” includes, without limitation, information, data, text, photographs (including Images), videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the KeyCom™ Platform or Services. For the purposes of this Agreement, “Content” also includes all User Content (as defined below).

b. User Content. All Content added, created, uploaded, submitted, distributed, or posted to the Services by any users (collectively “User Content”) is the sole responsibility of the person who originated such

User Content. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate. You represent that (i) all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations and (ii) you have all rights necessary to upload, post, email, transmit, or otherwise disseminate your User Content using, or in connection with, the Services, or that you contribute in any manner to the Services, in the manner in which you contribute, without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

c. Use and Sharing of User Content and Content about Users:

- i. By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Services and our (and our successors' and assigns') businesses, including after the termination of your Account or the Services.
- ii. User Content is used to provide, operate, maintain and improve the KeyCom™ Platform and Services. Some information and

content provided by or about users (including Owners, Users and Visitors), may be visible to others users who have sufficient access privileges. In particular, the following are a few ways users may receive information about other users. By using the Services in any manner, including as a Visitor, you are consenting to the sharing of your information as set forth herein and in the Privacy Policy.

- When any User accesses a KeyCom™, the Owner may receive information about the User and the access event, such as the User's name, an Image of the User (as collected by the KeyCom™) and the time of access.
- When a User or Owner grants access to a Visitor, the Visitor may receive the User's or Owner's name and the address of the KeyCom™ location. This information allows the Visitor to identify the location to which the User or Owner is granting access.
- When a Visitor accesses a KeyCom™, the relevant KeyCom™ User and Owner may receive information about the Visitor and the access event, such as the Visitor's name, an Image of the Visitor (as collected by the KeyCom™) and the time of access.
- Users and Owners may also receive aggregate and/or anonymized information about Visitors and Visitor myKey™ Codes, such as frequency of Code generation, frequency and time of Code use, and total number of

Visitors who have accessed a particular KeyCom™. Owners will also receive information identifying the KeyCom™ and the User controlling such KeyCom™.

- d. Notices and Restrictions: The Services may contain Content specifically provided by us, our partners or our users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
- e. Availability of Content: We reserve the right, but do not have any obligation to remove, block, edit or modify any Content at our sole discretion, at any time, without notice to you and for any reason or for no reason at all. We do not guarantee that any Content will be made available through the Services.

12.SMS, MMS and Other Text Messaging: As part of the Services, we may communicate with users by sending SMS, MMS or other text messages (“Text Messages”). For example, Visitor myKey™ Codes may be sent to Visitors, and notifications may be sent to Users, via Text Message. Please note that text messaging fees may apply to the sending or receipt of Text Messages. By registering for an Account, you hereby consent to receiving Text Messages from us to your Device. You may opt out of receiving such messages in the future, but the Services may not work properly if you do opt out. If you are a User or Owner, you are responsible for obtaining the consent of your Visitors to receive Text Messages from you in connection with the Services. By

sending a Visitor myKey™ Code to a Visitor, you represent and warrant that you have all necessary consent from such Visitor to the receipt of Text Messages, including to any fees associated therewith.

13. Rules of Conduct:

- a. The KeyCom™ Platform and Services, and any Content made available through or in connection with the KeyCom™ and Services, including any and all Images, are solely intended for monitoring and controlling access to the location on which the KeyCom™ is installed. As a condition of use, you promise to use the KeyCom™ Platform and Services only for the purposes set forth in these Terms. You may not use the KeyCom™ or Services for any purpose that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or is otherwise inappropriate, as determined by us in our sole discretion. You are responsible for all of your activity in connection with the KeyCom™ and Services.
- b. You shall not (and shall not permit any third party to) either (i) take any action or (ii) provide any Content that: (A) you know is false, misleading, untruthful or inaccurate or (B) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party.

- c. You must not jeopardize the security of your Account or anyone else's Account, including by allowing someone else to log in to the Services as you or sharing a Visitor myKey™ Code with any other party.
- d. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site or Services; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
- e. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Services or (iii) resell, copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and

regulations. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

- f. You may only copy or download parts of the Services (including any Content, any part of the Site or Apps, any Visitor information and any images collected and/or provided in connection with the Services, including Visitors' Images) onto your own Device for your own use, and solely as necessary to use the Services as contemplated hereunder. You may not use the content of the Services, including any Images, in any other way or for any other purpose, including without limitation any public or commercial way, nor may you copy or incorporate any of the content of the Services into any other work, without the written consent of MVI. You must have MVI's prior written consent before you can post or redistribute any portion of the Services.
- g. Other than with respect to User Content, as between you and us, we retain full and complete title to all Content on the Services, including any downloadable software and all data that accompanies it. You may not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any Content therein.
- h. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests or (v) protect the rights, property or safety of us, our users and the public.

14. Acts of Users: MVI is not responsible for the acts, omissions or behavior of any person or entity who is able to access the KeyCom™ or Services through your Account or otherwise receives access from you (whether directly or indirectly), or for any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your or their use of the KeyCom™ or Services.

15. Third Party Services:

- a. The Services may be used in connection with other products and services, and may contain links, interfaces and referrals to, as well as content and data from, third-party websites, products and services. When you access third party resources, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any third party services does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.
- b. By accessing or using these third party services, you are consenting to the exchange of information and data between MVI and the applicable

third party service providers regarding you, your Visitors and your use of the Services, including your and your Visitors' personal information, in order to enable the third party service's functionality and services as requested by you. Once this information is shared with the third party service provider, its use will be governed by the third party's privacy policy (and not by our Privacy Policy) and terms of use. You should review the terms of use and privacy policies of any third party service before using the applicable service. You acknowledge and agree that we make no representation or warranty about the safety of any third party services and are not responsible for your use of any third party services or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use thereof.

16. Information Received Through the Services: Any information you receive through or about the KeyCom™ Platform or the Services is provided "as is" and "as available". We cannot guarantee that any information is correct or up to date. Information provided through the KeyCom™ Platform or the Services is not a substitute for information from experts or professionals in the applicable area.

17. App Store: You acknowledge and agree that the availability of the myKey™ Apps is dependent on the third party websites from which you download the Apps, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and

conditions to which you must agree before downloading Apps from such store, including the Apple, Inc. Device and Service Terms for the Apple App Store set forth below. You agree to comply with, and your license to use the Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

a. Apple, Inc. Device and Service Terms: If you are accessing the Services on a Device provided by Apple, Inc. (“Apple”) or otherwise obtained access to the Services through the Apple App Store, the following terms shall apply:

1. Both you and we acknowledge that these Terms are concluded between you and us only, and not with Apple, and that Apple is not responsible for, does not endorse, and is not involved in the Services or Content;
2. The Services are licensed to you on a limited, non-exclusive, non-transferrable, non- sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as applicable;
3. You will only use the Services in connection with an Apple device that you own or control;

4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
5. In the event of any failure of the Services to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Services;
6. You acknowledge and agree that we, and not Apple, are responsible for addressing any claims you or any third party may have in relation to our Services;
7. You acknowledge and agree that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, we, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
9. Both you and we acknowledge and agree that, in your use of the Services, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

10. Both you and we acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

- b. You acknowledge that these Terms are between you and MVI and not with an App Store.

18. Modification; Suspension; Termination:

- a. We may change or remove any features currently offered as part of the Services, or the Services themselves, at any time.
- b. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance, repair, or other circumstances. You agree that you will not be entitled to any refund or rebate in connection with any such suspensions.
- c. We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Account. If you wish to terminate your Account, you may do so by following instructions posted on the Site or made available through the Services, or by emailing us at support@MVIsystems.com. Upon termination, your Account and right to use the Software and other Services will automatically terminate, but you may be able to continue using some parts of the KeyCom™ Platform. Any fees paid hereunder are non-refundable. All provisions

of these Terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

- d. If you transfer your KeyCom™ to a new Owner or User, your right to use the Services with respect to the transferred KeyCom™ automatically terminates. Your Account is not transferable, and the new Owner or User will have to register for a separate Account in order to use the Services.

19.Limitations:

- a. Our aim is to make the Services highly reliable and consistently available; however, we cannot and do not guarantee that the Services will be available all of the time. The Services may be subject to sporadic interruptions and failures for a variety of reasons beyond MVI's control, including without limitation, third party network failures and coverage limitations, service provider uptime, and acts of God. Furthermore, our Services rely on or interoperate with a number of third party products and services. These third party products and services are beyond our control and their operation or failure may impact the use and reliability of our Services. MVI is not responsible for damages and losses due to these third party products and services. You acknowledge these limitations and agree that MVI is not responsible for any damages allegedly caused by the failure or delay of the Services.

- b. To the fullest extent allowed by law, MVI is not responsible for damage or liability caused by (i) use of the KeyCom™ and Services for purposes other than for which the KeyCom™ and Services are designed or intended, or in improper conditions or in violation of written instructions provided by MVI; (ii) normal wear and tear or aging; (iii) improper repair, operation, maintenance or connections or (iv) to the extent allowed by law, attempted repair by anyone other than a facility authorized by MVI.
- c. The KeyCom™ must be correctly installed and kept in good condition. You assume all risk associated with the suitability, installation and performance of the KeyCom™ and other third party components, hardware, software and services.

20. Warranty Disclaimer:

- a. The warranties for the hardware and software are set forth in the Limited Warranty and the End User License Agreement, respectively.
- b. The services are provided for your convenience, “as is” and “as available” and MVI and its affiliates, licensors and suppliers expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, accuracy, and non-infringement. MVI and our licensors and suppliers make no warranty that defects will be corrected or that the services: (i) will meet your requirements; (ii) will be compatible with your home network, computer or device; (iii) will be available on an uninterrupted, timely, secure, or error-free basis;

or (iv) will be accurate or reliable. No advice or information, whether oral or written, obtained by you from MVI or through the services shall create any warranty.

- c. When you invite guests or service providers to use your device, hardware or the service, you assume all responsibility for their use, and any damages that they may cause to you, MVI, any third party or any of each of our or their property. You must choose your invited guests and service providers carefully. MVI does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through or in connection with the hardware or services (including, but not limited to, third party products and services connected with or to the hardware or services) or any hyperlinked website or service, and MVI will not be a party to or in any way monitor any transaction between you and third-party providers of such products or services.
- d. You release us from all liability arising from or related to (i) your inability to acquire Content through the Services or (ii) any Content you acquire through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.
- e. You shall and hereby do waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor does not

know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

21. Indemnification: You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your, your Visitors' or any third party's (a) use or misuse of, or access to, the KeyCom™, Services or Content; (b) violation of law, third party right or the Terms or (c) violation or infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

22. Limitation of Liability: In no event shall we, nor our directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the hardware or services for (a) any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever (however arising); (b) any bugs, viruses, trojan horses, or the like (regardless of the source of origination) or (c) any direct damages in excess of (in the aggregate) of the greater of (i) fees actually paid to us for the particular hardware or services during the immediately previous twelve (12) month

period or (ii) \$100.00. Some states do not allow the types of limitations in this paragraph, so they may not apply to you. Nothing in these terms or this “limitation of liability” clause shall attempt to exclude liability that cannot be excluded under applicable law.

23. Arbitration and class action waiver – important – please review as this affects your legal rights:

- a. Arbitration. You agree that all disputes between you and us (whether or not such dispute involves a third party) with regard to your relationship with us, including without limitation disputes related to these terms of service, your use of the services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration in accordance with the streamlined arbitration rules and procedures of jams then in effect, and you and we hereby expressly waive trial by jury; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of New York. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court's rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will

participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the KeyCom™ or Services or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

- b. 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class- action waiver provisions in this Section 23, you must notify MVI in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to MVI at the following address: MVI Systems, LLC, 2607 Nostrand Ave, Brooklyn, NY 11210. If you do not notify MVI in accordance with this Section 23(b), you agree

to be bound by the arbitration and class-action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (i) your name, (ii) your MVI Account number or user name; (c) your mailing address and (d) a statement that you do not wish to resolve disputes with MVI through arbitration. If MVI makes any changes to the Arbitration and Class Action Waiver section of these Terms (other than a change to the address at which MVI will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Clause Action Waiver section), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this Section 23(b). It is not necessary to send us a rejection of a future change to the Arbitration and Class Action Waiver section of these Terms if you had properly opted out of the arbitration and class-action waiver provisions in this Section 23 within the first 30 days after you first accepted these Terms. If you have not properly opted out of the arbitration and class- action waiver provisions in this Section 23, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with MVI or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and MVI.

- c. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

24. Governing Law and Jurisdiction: These Terms shall be governed by the laws of the State of New York without regard to its conflict of laws. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the federal or state courts located in Kings County in the State of New York, and you hereby submit to the personal jurisdiction of such courts. If any of these Terms held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect the original intent of the provision, and the remaining provisions of these Terms shall continue in full force and effect.

25. Modification:

- a. We reserve the right, in our sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature or Content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. While we will timely provide notice of modifications, it is also your responsibility to check these Terms periodically for changes. Your continued use of the Services

following notification of any changes to these Terms constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms in effect at the time of such use.

- b. Our employees are not authorized to vary these Terms. These Terms may be modified only (i) by obtaining our written consent in an agreement signed by an officer of MVI; or (ii) as set forth above in the immediately preceding paragraph.

26. Miscellaneous:

- a. Entire Agreement and Severability: These Terms and any other applicable documentation made available to you by MVI are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- b. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

- c. Assignment. These Terms are personal to you, and are not assignable, transferable and cannot be sub-licensed except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- d. Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.
- e. Notices. Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to info@MVIsystems.com.
- f. No Waiver. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.
- g. Interpretation. The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation. Any use

of “including” “for example” or “such as” in these Terms shall be read as being followed by “without limitation” where appropriate.

Effective Date: August 1, 2017