

Mira Labs, Inc.'s Terms of Use for www.mirareality.com

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PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CONCERNING YOUR USE OF AND ACCESS TO THE WEBSITE. BY ACCESSING, USING AND/OR DOWNLOADING ANY MATERIALS OR CONTENT FROM THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS (THESE "TERMS" OR THIS "AGREEMENT"). IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE WEBSITE.

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Termination: You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

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The Website may contain links or have references to websites controlled by parties other than MIRA. MIRA is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites. MIRA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MIRA of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by MIRA. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

GOOGLE ANALYTICS

MIRA uses the following Google Analytics Advertising Features:

- Demographics and Interests Reporting
- Geography
- Site Behavior

You may opt-out of the Google Analytics Advertising Features that we use by emailing info@mirareality.com.

You may also review Google Analytics' [currently available opt-outs](#) for the web.

SUBMISSIONS

Except where expressly provided otherwise by MIRA, all comments, feedback, information and data submitted to MIRA through, in association with or in regard to the Website and/or any other MIRA goods or services ("Submissions") shall be considered non-confidential and MIRA's property. This may not include copyright ownership of images which you may upload, but does include an express license to use said images in any method MIRA sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to MIRA, you agree to assign to MIRA, as consideration in exchange for the use of the Website, all worldwide rights, title and interest in copyrights and other intellectual property

rights to the Submissions. You represent that you have the right to grant MIRA these rights. MIRA shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not MIRA, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright.

You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity

MIRA reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any MIRA site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including any MIRA site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

CHILDREN

MIRA does not accept Submissions from persons under the age of 13 (“Child” or “Children”). Furthermore, MIRA does not accept any user who is a Child. You are ineligible to use this Website if you are under the age of 13. If you are under the age of 18, you must have your parent or legal guardian set up your account and have them agree to these terms. If you are under the age of 18, your parent or legal guardian’s consent to these terms is ongoing and they hereby warrant that they will review these terms for changes, and if any occur, that they will be amenable thereto until you reach age 18, at which point you hereby give your consent to these terms. Furthermore, to the extent any user under the age of 18 makes a Submission of copyrighted materials heretofore, their parent or legal guardian hereby grants MIRA all rights to utilize the copyright and image / likeness embodied therein as further enumerated in this Agreement.

All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent (or the consent of their parent or guardian if they are under the age of 18). If you do so, MIRA reserves the right to cancel or suspend your account. Furthermore, MIRA reserves the right to cancel or suspend your account, if in its sole discretion, it believes you are using MIRA for improper purposes, or any purpose inconsistent with its business.

LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MIRA EXCEED \$1,000.00. IN NO EVENT SHALL MIRA OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY AND/OR FOR LOSS OF DATA, CONTENT, IMAGES, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE ACCESSING OR USE OF, OR INABILITY TO USE, THE WEBSITE AND THE SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO THE DOWNLOADING OF ANY MATERIALS, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF

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You are being granted solely a revocable, limited license, in compliance with these terms.

LICENSES FROM YOU

You grant to MIRA and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, Content or other Materials, provided to MIRA by you in the course of accessing and/or using the Website. Notwithstanding the foregoing, MIRA's obligations regarding identification and other information concerning your personal information shall be governed by the terms of the Privacy Policy available at documents.mirareality.com/Mira_Privacy_Policy.pdf. The terms of the Privacy Policy are expressly incorporated herein as though set forth in full.

BILLING AND PAYMENT

To the extent you purchase any goods and/or services from MIRA, you agree to pay for all goods and services ordered from MIRA and/or its Third Party Providers except as set forth in a writing signed by an authorized representative of MIRA. You will provide MIRA with valid and updated credit card or approved purchase order information and with MIRA and accurate billing and contact information. If you provide credit card or other authorized payment method information to MIRA, you authorize MIRA, or a credit card processor of its choosing to bill such credit card or to make such charges as applicable. If MIRA, in its sole and absolute discretion, permits you to make payment using a method other than a credit card or other authorized payment method, MIRA will invoice you at, or within a reasonable period of, the time of the purchase request. All amounts invoiced hereunder shall be due within thirty (30) days of the date of the invoice.

REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and authority to enter into this Agreement. MIRA warrants that it will provide the Website and all goods and services in a manner consistent with its business practices, as MIRA, in its sole and absolute discretion, deems fit. To the extent that you represent an entity of any type or any individual besides yourself, you represent and warrant that you have the proper authority to enter into this Agreement on their behalf.

DISCLAIMER OF WARRANTIES

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY MIRA, THE MATERIALS ON THE WEBSITE ARE PROVIDED "AS IS," AND ARE FOR USE AS CONTRACTED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, MIRA AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE WEBSITE, THE MATERIALS, AND THE GOODS AND SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF GOODS AND SERVICES EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. MIRA AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, GUARANTIES OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR

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INDEMNITIES

You shall defend and indemnify MIRA and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against MIRA or its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party related to you. MIRA shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Website and/or the goods, services or Materials associated with the Website other than in accordance with this Agreement; (b) the combination of the Website and/or the goods, services or Materials associated with the Website with any other products, services, or materials; or (c) any third party products, services, or materials.

YOUR RESPONSIBILITIES

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Website, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which MIRA controls and operates the Website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity.

NOTICES

MIRA may give notice by means of a general notice on the Website, electronic mail to your e-mail address on record in MIRA's account information, or by written communication sent by first class mail or pre-paid post to your address on record in MIRA's account information. You may give notice to MIRA at any time by letter sent by letter delivered by registered mail with return receipt to: Mira Labs, Inc., Website Notices, 910 S Broadway, Los Angeles, 5th Floor, Los Angeles, California 90015. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by confirmed facsimile, email or posting to the Website. Furthermore, MIRA complies with the Digital Millennium Copyright

Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to MIRA's designated agent via email at info@mirareality.com or via registered US mail sent return receipt to: DMCA Compliance Agent, Mira Labs, Inc., 910 S Broadway, Los Angeles, 5th Floor, Los Angeles, California 90015.

MISCELLANEOUS PROVISIONS

Any action related to this Agreement will be governed by California law and controlling U.S. Federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Website shall be subject to the exclusive jurisdiction of the state and federal courts located for Los Angeles, California and to arbitration as stated herein. At the request of MIRA, any controversy or claim related to this Agreement ("Claim") may be resolved by arbitration in accordance with the Federal Arbitration Act (Title 9, U. S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the laws of California. Arbitration proceedings will be determined in accordance with the Act, the rules and procedures for the arbitration of financial services disputes of JAMS/Endispute, LLC, a Delaware limited liability company or any successor thereof ("JAMS"), except that discovery in said arbitration shall be limited in scope to the specifics of liability on the Claim, and any discovery related to damages calculations or any financials shall be withheld until after liability has been decided by the arbitrator(s). In the event of any inconsistency between the JAMS rules and this paragraph, the terms of this paragraph shall control. The arbitration shall be administered by JAMS and conducted in Los Angeles, California. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars, upon the request of MIRA, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced. The arbitrator(s) will have the authority to decide whether any Claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on JAMS under applicable JAMS rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement. This paragraph does not limit the right of MIRA to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. In the event of any dispute (whether or not arbitrated), the prevailing party shall be entitled to reasonable costs and attorneys' fees.

This Agreement represents the parties' entire understanding relating to the use of the Website and supersedes any prior or contemporaneous, conflicting or additional, communications. MIRA reserves the right to change these Terms or its policies relating to the Website at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website, which may be posted from time to time. Your continued use of the Website after any such changes and/or postings shall constitute your consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such

provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between MIRA and you as a result of these Terms or use of the Website. You may not assign this Agreement without the prior written approval of MIRA. Any purported assignment in violation of this section shall be void. MIRA reserves the right to use Third Party Providers in the provision of the Website and/or the goods, service and/or Materials associated therewith. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by MIRA.

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