

## MASSIVELY INC. TERMS OF USE

PLEASE READ CAREFULLY BEFORE ACCESSING THE MASSIVELY WEBSITE. BY: (a) accessing the Massively Website (directly or via RSS feed, application programming interface (“**API**”) or otherwise), (b) logging into your Massively Account through the Massively Website, (c) using the Massively Website or any service available through the Massively Website (the “**Services**”), or (d) downloading, installing or otherwise using any API, widget or other software made available through the Massively Website, you agree and acknowledge that you have read these Terms Of Use, our Privacy Policy and our Community Guidelines, understand them, and agree to be bound by the following terms and conditions which constitute a legally enforceable agreement (the “**Agreement**”) between you and the owner of the Massively Website, software and services, Massively Inc (the “**Company**”). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms of Use, our Privacy Policy or our Community Guidelines, you may not use the Massively Website or Services.

### **1. These Terms of Use May Change**

We are continually improving and adding to the features and functionality of the Massively Website and the Services we offer through Massively Website. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use. We reserve the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use behind the link marked “Terms of Use” at the bottom of each page of this Site. Your continued use of the Massively Website and the Services after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.

You may access the current version of these Terms of Use at any time by clicking the link marked “Terms of Use” at the bottom of each page of this Massively Website.

These Terms of Use were last revised on July 8, 2014.

### **2. General Terms**

Subject to these Terms of Use, the Company hereby grants you a limited, non-exclusive, non-transferable, license to access the Massively Website and the to use the Services, in accordance with these Terms of Use, our Privacy Policy (accessible here <http://getmassively.com/Privacy-Policy.pdf>) and our Community Guidelines which are hereby incorporated and form a part of these Terms of Use. Some of the services of features which are or will be available through the Massively Website may require that you download our Massively API or our widgets (collectively, our “**Software**”). These Terms of Use also incorporate our Software Terms of Use.

### **3. Eligibility**

In order to use the Massively Website or its Services, you affirm that: (i) you are able to understand, accept and abide by these Terms of Use; (ii) all registration information you provide will be accurate and truthful and you agree to update this information in a timely fashion; and (iii) if you are not yet at least 18 years of age, you are an emancipated minor or have consent of your parent or legal guardian.

The Company may terminate or suspend your access to all or parts of the Massively Website

or its Services, or to any user account that you may create without notice, for any conduct that the Company, in its sole discretion, believes is in violation of this Agreement or applicable law, or is detrimental to the interests of another user or any third party. In such case, the Company shall have no liability to you. The Company may also suspend or discontinue any feature or part of the Massively Website or the Services, or change the availability thereof, the hours of use, or the equipment or software required for access or use.

#### **4. Registration**

In order to use parts of the Massively Website or the Services, you may be required to register and provide specified information, (including selecting a password and user name). You represent that your registration information will be current, complete and accurate at the time you register and that you will update it as necessary. You agree that you will not allow others to use your user name, password and/or account, nor will you use another person's account. You are solely responsible for keeping your password and user name confidential. You may be liable to the Company for the losses of the Company or others due to any unauthorized use of your account.

#### **5. Availability**

The Company is providing the Massively Website and Services to you on an "as is, as available" basis without representation or warranty of any kind. The Company makes no guarantees as to the continuous availability of Massively Website and Services or of any specific feature(s) of Massively Website and Services.

The Services and the Massively Website may contain links to third party websites that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy and security practices or policies of any third party website. By accessing the Massively Website and the Services you expressly release the Company from any and all liability arising from your use of any third party website.

#### **6. User Generated Content**

The Massively Website contains photos, graphics, audio, video, comments, feedback, suggestions, ideas, and other content provided by third parties ("**User Generated Content**"). You understand that by accessing the Massively Website or any third party links available on the Massively Website, or by using any Services you may be exposed to User Generated Content that is offensive, indecent or objectionable and you agree that the Company shall have no liability to you for such exposure. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using the Massively Website or any third party links available on the Massively Website, or by using any Services or any part thereof, you assume all associated risks.

By uploading, posting, transmitting or otherwise making any User Generated Content available on or through the Massively Website or the Services, for good and valuable consideration, the receipt and adequacy of which you hereby acknowledge, you are granting to the Company a non-exclusive, sub-licensable, perpetual, worldwide right to use, copy, modify, publish and distribute publicly and prepare derivative works of that User Generated Content or any portion thereof in any manner and in any medium or forum, whether now known or hereafter devised, without any payment to you or to any other party. You also hereby grant each user of the Massively Website and the Services a non - exclusive license to access your User Generated Content and to use, reproduce, distribute, display and perform such User Generated Content as permitted by the Company through the functionality of the Massively Website and any Service provided thereon.

You are solely responsible for any User Generated Content that you submit using the Massively Website and the Services. You represent and warrant to the Company that you have the full legal right, power and authority to grant to the Company and users of the Massively Website and the Services the licenses provided for herein, and that no User Generate Content infringes, violates or otherwise interferes with any intellectual property right, right of privacy, publicity right or other right of any other party, or reveals any trade secret of confidential information of another party The Company reserves the right to remove any User Generated Content from the Massively Website Site and the Services at any time, for any reason.

## **7. Your Responsibilities**

You agree not to use the Massively Website, the Software, the Services or any portion thereof to:

- upload, post, transmit, add hyperlinks leading to, or otherwise make available:
  - any User Generated Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - any User Generated Content that you know to be false, misleading, or fraudulent;
  - any User Generated Content that you do not have a right to make available;
  - any User Generated Content that infringes any right of publicity, patent, trademark, trade secret, copyright or other proprietary rights of any individual or entity;
  - any request for or solicitation of money, goods, or services for private gain;
  - any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - any photograph without the permission of each person in the photograph;
  - the name of any individual without that person's knowledge and consent;
  - any User Generated Content, including any medical information, about an identifiable person without that person's permission;
- promote any illegal activity;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- interfere with or disrupt the Massively Website or servers or networks connected to the Massively Website;
- act in violation of any local, provincial, state, national or international law, rule or regulation;
- "stalk" or otherwise harass another user;
- collect or store personal data about other users of the Massively Website, the Software, the Services or any portion thereof ;
  - take any action that imposes an unreasonable load on the Massively Website's infrastructure;
  - attempt to decipher, decompile, reverse engineer, or disassemble any of the software comprising or making up the Massively Website, the Software, the Services or any portion thereof ;
- delete or alter any material posted by any other person or entity; or
- use or attempt to use spiders, robots, avatars, intelligent agents or any extraction or navigation search except for a normal browser, or aggregate, copy, or duplicate any of the materials or information available from the Massively Website, the Software or the Services.

## **8. User Contributions**

By submitting ideas, suggestions, feedback, documents, and/or proposals ("**Contributions**")

to the Company through its comment, "contact us", suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) the Company is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) the Company shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, and through any type of media; (d) the Company may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of the Company without any obligation of the Company to you; and (f) you are not entitled to any compensation or reimbursement of any kind from the Company under any circumstances.

### **9. Intellectual Property Ownership**

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the entire contents of the Massively Website and the Services. You shall retain ownership of the User Generated Content you submit (subject to the license granted to the Company in these terms). The Company also owns a copyright in the selection, coordination, arrangement and enhancement of the entire contents of the Massively Website and the Services, as well as in the content original to it. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software, the Massively Website and the Services or the Intellectual Property Rights owned by the Company. The Company name and the Massively name, the Company and the Massively logos, and the product names associated with the Service are trademarks and trade dress of the Company or third parties, and no right or license is granted to use them. All other trademarks not owned by the Company that appear on the Massively Website or Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company. Except as set out in these Terms, no reproduction or storing of any third-party content or User Content within the Massively Website or Services is permitted without written permission from the copyright holder of such content.

### **10. Representations & Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

### **11. Indemnification**

You shall indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim, which if true, would constitute a violation by you of your representations and warranties; or (ii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that the Company (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release the Company of all liability and such settlement does not affect the Company's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

### **12. Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE MASSIVELY WEBSITE, THE USER GENERATED CONTENT, ANY THIRD PARTY LINKS THEREON AND THE SOFTWARE, PRODUCTS AND SERVICES OFFERED THROUGH THE MASSIVELY WEBSITE IS AT YOUR SOLE RISK. THIS SITE AND ALL PRODUCTS AND SERVICES OFFERED THROUGH THIS SITE ARE

PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS.

UNDER NO CIRCUMSTANCES, WILL THE COMPANY, ITS SPONSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, OR LICENSORS, NOR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY, DAMAGE OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OF, USE OF, INABILITY TO USE, OR RELIANCE ON THIS SITE, THE USER GENERATED CONTENT, ANY THIRD PARTY LINKS THEREON OR ANY SOFTWARE, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH THIS SITE AND THE SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF YOU HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

THE COMPANY DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION OR FOR ANY UNAUTHORIZED DISCLOSURE OF USER GENERATED CONTENT THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF USER GENERATED CONTENT WITHIN THE MASSIVELY SITE OR SERVICES. YOU ACKNOWLEDGE AND AGREE TO THE COMPANY’S DISCLAIMER OF ANY SUCH LIABILITY.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY, ITS SPONSORS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED THE ONE HUNDRED DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

### **13. Internet Delays; Data Charges**

The Company's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The Company is not responsible for any delays, delivery failures, or other damage resulting from such problems. You acknowledge that when You use this Service, your wireless carrier may charge You fees for data, messaging, and/or other wireless access. You, and not the Company, are solely responsible for any costs you incur to access this application from your device and for your compliance with your carrier’s fair use policy and terms of service.

### **14. Linking**

The Company may provide hyperlinks to other Web sites maintained by third parties or may provide third party content on the Service by framing or other methods. The fact that the Company provides a link to a third party Web site does not mean that the Company endorses, authorizes or sponsors that Web site. THE LINKS TO THIRD PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEB SITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEB SITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEB SITES LINKED TO THE SERVICE, YOU DO THIS ENTIRELY AT YOUR OWN RISK. It is up to you to take precautions to ensure that the third party Web site to which you link is free of computer viruses and other items of a destructive nature

## **15. Local Laws**

The Company provides the Massively Website and the Services from Toronto, Canada. The Company and its licensors make no representation that the Massively Website or Services are appropriate or available for use in other locations. If you use the Massively Website or Services from outside Canada or the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any use of Massively Website or Services contrary to Canadian or United States law is prohibited.

## **16. Statute Of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Massively Website or Services or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **17. Copyright Policy**

If you believe that any materials published on Massively Website or Services have been used in a way that constitutes copyright infringement and if you are authorized to act on behalf of the owner of the copyright that is allegedly infringed, please provide our Copyright Agent with a signed statement in English containing the following information:

- a description of the infringing material
- a description of the copyrighted work(s) that you believe has been infringed;
- the name of the owner of the copyright,
- your name, your address, telephone number and/or email address,
- a statement that you have a good faith belief that the allegedly infringing use was not authorized by the owner, an agent for the owner, or by law,
- a statement that all of the information you have provided is true, and
- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner.

Your statement must be addressed as follows:

Attn: Copyright Agent  
Massively  
345 Adelaide St West, 6<sup>th</sup> Floor  
Toronto, ON  
M5V1R5  
Canada

## **18. Assignment; Change in Control**

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of the Company directly or indirectly owning or controlling 50% or more of you shall entitle the Company to terminate this Agreement for cause immediately upon written notice.

## **19. General**

This Agreement shall be governed by the laws of Ontario, Canada and the federal laws applicable therein, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. 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, as nearly as possible, 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 you and the Company as a result of this agreement or use of the Service. The failure of the Company 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 the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **20. Definitions**

As used in this Agreement: "**Agreement**" means these online terms of use (and the terms linked to through these terms), and any materials available on the Company website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by the Company from time to time in its sole discretion; "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

### **Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail in English to [info@getmassively.com](mailto:info@getmassively.com)

## **SOFTWARE TERMS OF USE**

### **Massively API Terms of Use**

BY DOWNLOADING or otherwise accessing and using the Massively API you are agreeing to comply with the Term of Use ([link](#)) and the terms of this license.

You are hereby granted a limited, personal, non-exclusive, non-sublicensable license to use the API solely for the purpose of accessing or using the Massively Website, or Service, or apart thereof **and solely for so long as you comply with the Terms of Use.** You may not print, copy, reverse engineer, make derivative works from, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part.

### **Massively Widget license**

THIS IS A LICENSE, NOT A SALE. THE SOFTWARE IS PROVIDED UNDER A LICENSE THAT DEFINES WHAT YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) MAY DO WITH THE SOFTWARE AND CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

Grant. Subject to the terms and conditions of the Terms of Use and herein, the Company grants you a personal, revocable, non-exclusive, non-transferable license to install and use the Software on a personal computing device to be used in conjunction with the Massively Services

and only for the purposes described in the Service Description available of the Massively Website. You may not sell, resell, lease, sublease, rent, redistribute or otherwise transfer or assign the Software. This Agreement does not imply any rights to future upgrades or updates of the Software. However, if the Company does provide you with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or any agreement which accompanies such upgrades or updates, and may be subject to additional payments. You may not print, copy, reverse engineer, reverse translate, make derivative works from, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part, decompile or in any other manner decode the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary.

Third Party Software. Some third party materials included in the Software may be subject to other terms and conditions, which typically will be found in the “Read Me” file in the Software. Your right to use any such third party materials shall be limited to the use necessary to operate the Software as permitted by this License.

Free Software. The Software may be distributed with free software (i.e., software licensed or sublicensed under the GNU General Public License or other free software licenses) for which the applicable free software license may also require that free software source code be made available to those receiving only executable binary versions of such free software. If the source code for any such free software is not provided with the Software, then you may receive it by contacting Massively at [info@getmassively.com](mailto:info@getmassively.com).

If any free software licenses require the Company to provide You with rights to use, copy or modify any free software program that are broader than the rights granted in this license, then such rights shall take precedence over the rights and restrictions herein.

Termination. This license may be terminated by the Company at any time in its sole discretion.