

Updated as of November 2021

Terms of Service

Introduction

holo one USA, Inc. and any and all related entities including but not limited to holo one GmbH and holo one Holdings, Inc. (collectively, the "Company") values your privacy and is committed to maintaining your trust. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use, and disclosure of personally identifiable information received from visitors to and/or users of the Company's websites located at www.holo-one.com and www.core.holo-one.com (collectively, the "Website") and provision of the Company's services, specifically the provision of a "holo|one sphere" which offers out-of-the-box functionality for all major enterprise use cases and tackle challenges across various verticals in a single, unified solution (collectively, the "Services").

These Terms of Service ("Agreement") apply to any use of and access to our Services and/or our Website by you and/or your agents (collectively, "you"). When you use our Services, you are agreeing to our terms, so please carefully read the Terms of Service and the Privacy Policy, incorporated herein, as these documents contain important information regarding your legal rights and obligations.

THIS DOCUMENT, THE TERMS OF SERVICE, IS A LEGAL AGREEMENT BETWEEN THE COMPANY AND YOU WHICH GOVERNS YOUR USE OF THE SERVICES AND THE WEBSITE. YOUR USE OF THE SERVICES AND THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE AND THE PRIVACY POLICY INCORPORATED HEREIN; AND YOUR REPRESENTATION THAT YOU ARE AT LEAST 16 YEARS OF AGE OR OLDER. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE, YOU ARE NOT PERMITTED TO USE THE SERVICES. If you accept these Terms of Service and using the Services on behalf of a company, organization, or other legal entity, you represent and warrant to the Company that you have full power and authority to do so.

Effective Date. This Agreement is effective ("Effective Date") on the date you first access or use the Services and/or the Website, whichever is earlier.

Fees. Upon notice to you, the Company may increase any fees specified in connection with its Services. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with purchases and transactions under this Agreement.

The Company may use a third party payment processor, Stripe, to process payments on its Website for Services rendered. Stripe uses and processes your payment information in accordance with Stripe's Privacy Policy (<https://stripe.com/privacy/>). The Company does not store or save your payment information, other than your zip code and country, which we require for billing and to comply with tax and other government regulations. By purchasing the Services of the Company, you herein agree to the Privacy Policy and Legal Terms of Stripe.com, located at <https://stripe.com/privacy/> and <https://stripe.com/legal>.

You agree not to file a credit or debit card chargeback with regard to any amount of fees charged in connection with the Services. Instead, you agree to abide by the dispute resolution procedures outlined herein, below.

Account. By creating an online account with the Company on its Website ("Account"), you are granted a right to use the Services provided by the Company subject to the restrictions set forth in these Terms of Service and the Privacy Policy, incorporated by reference herein.

Our Account registration process will ask you for information including your name, email and/or physical address, phone number, etc. (hereinafter, collectively referred to as "Personal Information," as previously defined in our Privacy Policy). By registering for an Account, you agree to provide true, accurate, current and complete information about yourself as prompted by the registration process. You further agree that you will not knowingly omit or misrepresent any material facts or information, and that you will promptly enter corrected or updated information in your Account, or notify us in writing regarding your corrected or updated information.

We may verify your provided information, as required for your use of and access to the Services. You agree to maintain your Account solely for your own use. You agree that you will not allow another person to use your Account. We reserve the right to suspend or terminate the Account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

You are solely and entirely responsible for maintaining the confidentiality of your Account, and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account, including any charges incurred relating to the Services.

The Company is not liable for any harm caused by or related to the theft of your Account, your disclosure of your Account, or your authorization to allow another person to access or use the Services using your Account. You agree to immediately notify us of any unauthorized use of your Account or any other

breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Services and/or the Website cannot be guaranteed in the event of breach.

Links to Third-Party Accounts. As part of the functionality of the Services, and pursuant to our Privacy Policy, which is incorporated herein, we offer you the option to link your Account with online accounts you may have with third parties ("Third Party Account") such as Microsoft by either: (i) providing your Third Party Account login information through the Services; or (ii) allowing the Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you own and are entitled to disclose your Third Party Account login information to the Company and/or grant the Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account. The Company will not pay any fees or be subject to any usage limitations imposed by such third party service providers.

In the future, the Company may allow you to login to your Account via other third parties, including social networking platforms such as Facebook, Twitter, or Google. By granting the Company access to certain Third Party Accounts, you understand that (i) the Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Website via your Account, including without limitation any friend lists, and (ii) the Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your Account with the Third Party Account. Please note that if a Third Party Account or associated service becomes unavailable or the Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services.

Depending on the Third Party Accounts you choose to link with the Website, and subject to the privacy settings that you have set in the Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your Account on the Website. Depending on your privacy settings, the Company may access your contacts associated with a Third Party Account, solely for the purposes of identifying and informing you of those contacts who have also registered to use the Services and/or Website, unless you expressly tell us not to do so in writing.

Finally, you will have the ability to disable the connection between your Account and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review

Simple Notification Service push notification content ("SNS Content") by any Third Party Accounts for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content by Third Party Accounts.

Termination. The Company reserves the right, in its sole discretion, to terminate your Account if you violate these Terms of Service or for any reason or no reason at any time. We may also suspend your access to the Services and/or Website, and your Account if you: (a) have violated the terms of these Terms of Service, any other agreement you have with the Company; (b) pose an unacceptable credit or fraud risk to us or other users of our Website or Services ("Users"); (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; or (d) for any other reason in the Company's sole discretion.

If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by these Terms of Service; (b) to immediately stop using the Services, (c) that any licenses granted to you under these Terms of Service shall end; (d) that we reserve the right (but have no obligation) to hide or delete all of your information and account data stored on our servers; and (e) that the Company shall not be liable to you or any third party for termination or suspension of access to the Services or for deletion or hiding of your information or account data. You agree that the Company may retain and use your information and account data as needed to comply with investigations and applicable law, and as indicated in the Company's Privacy Policy.

However, we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of these Terms of Service does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us, as provided in these Terms of Service.

Fees/Payment Processing. Users of the Services will be required to provide their credit card or bank account details to the Company to process payment(s). The Company collects, analyzes and relays information to allow Stripe.com, our third party service provider who processes these payment(s).

Should you decide to pay electronically and online, you authorize us and Stripe.com to process payment(s) for the Services, using the payment information you have supplied. Specifically, you will be required to provide your credit card or bank account details to the Company and/or the third-party service provider, and/or register with the third-party service provider, Stripe.com, to process payment(s) for the Services. You agree to provide the Company and/or the third-party service provider with accurate and complete information about you and/or your business; and you authorize the Company to share it and any transaction information related to your use of the Services and/or Website with the third-party

service provider for the purpose of processing payment(s), including but not limited to the service fees owed to Company for the use of the Service.

The Company reserves the right, in its sole discretion (but not the obligation), to: (i) place on hold any payment and out of pocket expenses; and/or (ii) refund, provide credits or arrange for the third-party service provider to do so, as necessary.

If you believe a payment has been processed in error, you must provide written notice to the Company within thirty (30) days after the date of payment specifying the nature of the error and the amount in dispute. If notice is not received by the Company within such thirty (30) day period, the payment will be deemed final and valid.

The Company is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by any third-party User that are deceptive, fraudulent or otherwise invalid. By using the Services, you hereby release the Company from any liability arising from fraudulent actions. You will also use best efforts to promptly notify the Company of any fraudulent actions which may affect our provision of the Services to you. The Company reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, fraudulent actions on our Website.

While the Company takes what it believes to be reasonable efforts to ensure secure transmission of your information to Stripe.com, the third-party service provider that assesses and processes payment(s), the Company is not responsible for any fees or charges assessed by third party service providers, or any errors in the processing of payment(s) by third party service providers, including any errors that result from third-party negligence, improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information. Your sole recourse is with Stripe.com, the current third-party service provider which processed the payment(s).

Links to Other Websites. As described in the Privacy Policy, incorporated herein, the Services may contain links to third party websites, such as but not limited to Microsoft.com or Stripe.com, that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using the Services, you expressly relieve the Company from any and all liability arising from your use of any third-party website that is referenced or linked on our Website.

Links to this Website. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Website and/or Services, so long as: (a) the links only

incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with the Company or cause any other confusion, and (c) the links and the content on your website do not portray the Company or its products or Services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to the Company. The Company reserves the right to suspend or prohibit linking to the Website and/or Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

Intellectual Property Rights. As discussed in the Company's Privacy Policy, incorporated herein, the Company owns all right, title and interest in and to the Services, the Company Data and Aggregated Data, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement and the Privacy Policy, the Company reserves all rights, title and interest in and to the Services, the Company Data and Aggregated Data, including, without limitation, all related intellectual property rights. The Company's service marks, logos and product and service names are owned by the Company. You agree not to display or use any of the Company marks in any manner without the Company's express prior written permission.

In addition, any trademarks, service marks and logos associated with a Third Party Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

Any information and data that you submit to the Website or in connection with the Services must not violate the intellectual property rights of third parties.

Finally, as specified in the Company's Privacy Policy, you grant us a license to use your customer feedback in connection with providing the Services and for general marketing purposes, unless you notify us otherwise in writing.

No Submission of Unsolicited Ideas and/or Materials. In your communications with the Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Website are deemed User Content and licensed to us as set forth below. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Company's receipt of your Unsolicited Ideas and Materials is not an admission by the Company of their novelty, priority, or originality, and it does not impair the Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

Blog/Public Forum on our Website. As indicated in our Privacy Policy, incorporated herein, our Website offers publicly accessible message boards, blogs, and community forums to which you or other Users may contribute. Our blog/public forum allows you and other Users to guest blog and post content such as videos, photos, and questions or concerns with respect to the Services. Posted information on our blog/public platform may be collected and used by others.

You agree not to post on our Website any content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User content that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy.

The Company reserves the right, but is not obligated, to reject and/or remove any User content on the blog/public forum that the Company believes, in its sole discretion, violates these provisions. We also reserve the right to block or remove any content we deem inappropriate, obscene, lewd, lascivious, filthy, violent, harassing, defamatory, libelous, tortious, illegal, threatening, or otherwise objectionable, regardless of whether it was intended to be private or public. Since we do not review all content on our Website, we cannot guarantee that we will be able to take protective measures in the event that any User posts content that violates the terms of this provision. However, when we become aware of content that we consider violates this provision (*i.e.*, is offensive or could compromise the privacy of your personal or confidential information or that of another person), we will make a good-faith, reasonable effort to block or remove such content.

The Company takes no responsibility and assumes no liability for any User content that you or any other User or third party posts or sends over the Website or mobile app, or any action you take in reliance on any User content posted by another User. You shall be solely responsible for your User content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User content.

Furthermore, you understand and agree that you may be exposed to other people's User content that may be inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that the Company shall not be liable for any damages you allege to incur as a result of exposure to such User content.

You may self-edit and/or remove the content you posted on our Website and/or mobile app by logging into your account. Or, to request removal of any content that you believe violates this provision or that you previously posted on our blog/community forum, please contact us at contact@holo-one.com. In some cases, we may not be able to remove your content, especially if it was already re-posted by another User. If this is the case, we will let you know if we are unable to do so and why in response to your request.

DMCA Notice. The Company will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Website on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

The Company will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses set forth in the "Notice" section of this Agreement.

It is often difficult to determine if your copyright has been infringed. The Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and the Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting the Company's other rights, the Company may, in appropriate circumstances, terminate a repeat infringer's access to the Services, Website, and/or any other website owned or operated by the Company.

Counter-Notification. If access on the Website to a work that you submitted to the Company is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Website from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

Data Ownership and Usage. As specified in the Company's Privacy Policy, incorporated herein, we will own all Aggregated Data, and the Privacy Policy will govern how we collect and use Personal Information that is submitted through the Services. By accessing or using the Services, you agree to that you have read and accept our Privacy Policy.

As explained in our Privacy Policy, we have controls in place to prevent outside parties from stealing or accessing your data and Personal Information, but they are not foolproof. Please exercise caution when disclosing any Personal Information while using our Website. We will notify one another if either of us becomes aware that your data and/or Personal Information has been compromised.

You are solely responsible for resolving disputes regarding ownership or access to your data, including those involving any current or former owners, co-owners, employees or contractors of your business. You acknowledge and agree that the Company has no obligation whatsoever to resolve or intervene in such disputes.

Personal Information. As outlined in the Company's Privacy Policy, incorporated herein, we will protect your Personal Information and disclose it only in a limited number of circumstances. We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to thwart those measures, or use your Personal Information for improper purposes. You acknowledge that you provide your Personal Information at your own risk.

HIPAA. Health Insurance Portability and Accountability Act ("HIPAA") imposes rules to protect certain personal health information. You should not share any protected health information, or any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. The Services being provided to you do not necessitate sharing of your health information, and this Website is not intended to be used to communicate protected health information, nor does it comply with HIPAA. If you do share any protected health information, you do so at your own risk.

Disclaimer/No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND/OR THIS WEBSITE.

THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES AND/OR THIS WEBSITE WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES AND/OR WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SOLELY FOR YOUR USE IN ACCORDANCE WITH THIS AGREEMENT.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "COMPANY PARTIES").

Indemnification. You agree to indemnify, defend, and hold harmless the Company from and against any and all third party claims alleged or asserted against any of the Company, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to: (a) any actual or alleged breach of any provisions of these Terms; (b) any actual or alleged violation by you, an affiliate, or end user of the intellectual property, privacy or other rights of the Company or a third party; and (c) any dispute between you and another party regarding ownership of or access to your data or Personal Information submitted to the Company via its Website.

No Liability. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS CAUSED, OR ALLEGED TO BE CAUSED, BY THE TRANSMISSION OF CARDHOLDER DATA PRIOR TO ITS ENCRYPTION AND RECEIPT BY SERVER(S) OWNED OR CONTROLLED BY THE COMPANY. THE EXCLUDED DAMAGES WILL INCLUDE, WITHOUT LIMITATION, DAMAGES RESULTING FROM FRAUD, EMBEZZLEMENT, THEFT, IDENTITY THEFT, OR INVASION OF PRIVACY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES' AGGREGATE LIABILITY, COLLECTIVELY, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID PRECEDING THE DATE OF THE INCIDENT. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) APPLY WITH RESPECT TO BOTH THE COMPANY AND THE COMPANY PARTIES.

IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, DATA OR OPPORTUNITIES, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR THIRD PARTY OFFERINGS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE COMPANY, ITS LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. YOU HEREBY RELEASE AND FOREVER DISCHARGE THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF SERVICES OR OTHERWISE.

THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Choice of Law. These Terms of Service and the relationship between you and the Company shall be governed by the laws of the State of California without regard to its conflict of law provisions.

Dispute Resolution.

- **Informal Dispute Resolution.** We want to address your concerns without needing a formal legal case. Before filing a claim against the Company, you agree to try to resolve the Dispute informally by contacting contact@holo-one.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or the Company may bring a formal proceeding.
- **We Both Agree To Arbitrate.** You and the Company agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.
- **Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by contacting contact@holo-one.com within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.
- **Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Santa Clara County, California, or any other location we agree to.
- **Arbitration Fees.** The AAA rules will govern payment of all arbitration fees. The Company will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.
- **Exceptions to Agreement to Arbitrate.** Either you or the Company may assert claims, if they qualify, in small claims court in Santa Clara County, CA or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Company's products or the Company Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- **No Class Actions.** You may only resolve Disputes with the Company on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under this Agreement.

- **Judicial Forum for Disputes.** In the event that the agreement to arbitrate is found not to apply to you or your claim, you and the Company agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Santa Clara County, California. Both you and the Company consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Miscellaneous Provisions

- **Relationship of the Parties.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company.
- **Entire Agreement.** These Terms of Service and Privacy Policy referenced herein constitute the entire agreement between you and the Company concerning the subject matter herein and the use of the Services and/or Website. They supersede any and all previous agreements, written or oral, between you and the Company, including previous versions of these Terms of Service and/or Privacy Policy.
- **Modification.** The Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of these Terms of Service and/or Privacy, and any and all referenced and/or incorporated exhibits or policies, programs and guidelines. The Company will endeavor to notify you of any material changes by email, but will not be liable for any failure to do so. If any future changes to these Terms of Service and/or Privacy Policy are unacceptable to you or cause you to no longer be in compliance with these Terms of Service, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to these Terms of Service constitutes your complete and irrevocable acceptance of any and all such changes.
- **Assignment.** The Company may assign these Terms of Service and/or Privacy Policy in whole or part at any time. However, you may not assign, delegate or transfer this Agreement in whole or in part, without the Company's prior written consent.
- **No Waiver.** Any failure of the Company to enforce or exercise a right provided in these Terms of Service and/or the Privacy Policy is not a waiver of that right.
- **Severability.** Should any provision of these Terms of Service be found invalid or unenforceable, the remaining terms shall still apply.
- **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company's or your

employees, respectively), computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- **Electronic Communications and Signatures.** You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- **Notices.** Any notices provided by the Company under this Agreement and/or the Privacy Policy may be delivered to you to the email address(es) we have on file for your Account. You hereby consent to receive notice from us through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day then on the next business day. Except as otherwise specified in the Agreement, any notices to the Company under this Agreement must be delivered either via email to contact@holo-one.com or via first class registered U.S. mail, overnight courier, to 3315 Montgomery Drive #308, Santa Clara, CA 95054.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, INCLUDING THE COMPANY'S PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND THE COMPANY'S PRIVACY POLICY INCORPORATED HEREIN.