

TERMS OF SERVICE

Last updated: October 1, 2017

These Terms of Service (“Terms”) are a legal document being executed between you (“your” or other similar references) and Allora, LLC. (“Allora,” “us,” or “we”) that outlines both your obligations and the company’s. It is important that you are comfortable with these terms and should read the entire agreement before you use the services. By using our websites, mobile applications, and other online products and services (collectively, our “Services”), you agree to these Terms.

These Terms also include an arbitration clause, a disclaimer of warranties, a disclaimer of liability, as well as indemnification by you. Please review those sections and all other terms carefully.

1. DEFINITIONS

The following capitalized terms shall have the meanings set forth next to them when used in these Terms: “Services” mean all components, accessories, documentation, technology and other related materials provided by Allora including, without limitation, the Atme – Social Contact Sharing iMessage application, as well as all related messages sent and received from and within such application. The Services also include a url link to download the Allora app.

2. RIGHTS WE GRANT YOU

The App is licensed, not sold, to you. Allora hereby grants you a personal, non-exclusive, non-transferable, terminable, revocable, non-sublicensable and limited license to access and use our Services.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

3. RIGHTS YOU GRANT US

Any feedback or suggestions you submit about Allora or our products or Services are non-confidential and will become the sole property of Allora. This means that we can use your feedback and suggestions without compensating you.

4. PRIVACY

The Allora Privacy Policy is incorporated into these Terms. By accepting these Terms, you understand and agree to be bound by the terms of these Terms and Allora's Privacy Policy.

5. PROPRIETARY RIGHTS; NO RIGHT TO COPY, MODIFY, OR DISASSEMBLE

The Services provided by Allora and all copies thereof, are proprietary to and the property of Allora. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Services are and will remain with Allora and you shall have no such intellectual property rights in the Services.

You may not copy or reproduce the Services without Allora's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions. You shall not copy, reproduce, reverse engineer, alter, modify, disassemble or decompile the Beta Test Material, or any part thereof, without Allora's prior written consent.

You agree to secure and protect the Services and all copies thereof in a manner consistent with the maintenance of Allora's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.

At any time during your use of the Services, Allora may collect data resulting from such use, and shall, and hereby does, own any such data collected and processed by Allora resulting from such use, and may use such data on a de-identified, aggregated basis, for any purposes Allora deems fit. If such data is not capable of being owned pursuant to applicable law, then you hereby grant to Allora a worldwide, perpetual, irrevocable, royalty-free, fully sublicenseable and non-exclusive right and license to use, access, store, copy, download, print, sell, perform, display, execute, reproduce and modify (including to create improvements and derivative works of), distribute, and otherwise use and exploit such data on a de-identified, aggregated basis for any purpose Allora deems fit.

6. DISCLAIMER OF WARRANTY

By its nature, the Services may contain errors, bugs and other problems that could cause system failure and the use and quality assurance of the Services may not yet be completed. Because the Services are subject to change, Allora reserves the right to alter the Services at any time, and any reliance on the Services are at your own risk. YOU ACCEPT THE SERVICES “AS ARE.” ALLORA MAKES NO WARRANTY OF ANY KIND REGARDING THE SERVICES. ALLORA HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.

7. NOTE TO INTERNATIONAL USERS

The Services are hosted in the United States. If you are a user accessing the Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which are governed by U.S. law, you are transferring your personal information to the United States and you consent to that transfer.

8. TERM AND TERMINATION

We may add or remove content, features, products, or functionalities, and we may also suspend or stop our Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

Allora may terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop providing you with any Services, or impose new or additional limits on your ability to use our Services.

Regardless of who terminates these Terms, both you and Allora continue to be bound by Sections 3, 5, 8-16 of the Terms.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL ALLORA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREIN. Any claims relating to use of the Services or

these Terms must be brought within one year from the date the cause of action(s) arose. Claims brought after such period are VOID.

10. YOUR INDEMNIFICATION OBLIGATIONS

You shall indemnify and hold Allora and its licensors harmless from and against any and all claims, losses, liabilities, damages, settlements, judgments, taxes, penalties, fines, fees, and other expenses (including attorney and expert fees and court costs) arising out of or resulting from (a) your access to or use of Services; (b) misuse of the Services, and (c) breach of these Terms.

11. EXPORTING RESTRICTIONS; UNITED STATES GOVERNMENT LEGENDS

Services, including any software contained therein, provided to you may be subject to United States Export Restrictions. You agree not to export or re-export any Services or accompanying documentation in violation of any applicable laws and regulations of the United States or the country in which you obtained them. The software, firmware or other parts of the Services covered by these Terms may contain strong data encryption code, which cannot be exported outside the United States or Canada. You agree not to export or re-export, either physically or electronically, an encrypted Services or accompanying documentation without obtaining written authorization from the U.S. Department of Commerce.

12. EXCLUSIVE REMEDY

If you are dissatisfied with the Services or the terms of these Terms, your sole and exclusive remedy is to terminate your use of the Services and these Terms in accordance with Section 7 hereof.

13. WAIVER

A waiver of any default hereunder or of any of the terms and conditions of these Terms shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

14. ASSIGNMENT; SEVERABILITY

You shall not assign any of your rights under these Terms; any attempted assignment shall be null and void and shall result in the termination of these Terms. If any part of these Terms shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms which shall remain in full force and effect.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are to be governed by and construed under the laws of the State of New Jersey, USA without reference to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to these Terms. Any disagreement or dispute arising out of or relating to these Terms, or the breach thereof, which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties. The parties, through their upper management level representatives shall meet within 30 days of the dispute being referred to them and if the parties are unable to resolve such disagreement or dispute within 30 days of meeting, except to the extent specifically prohibited by applicable law in your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in New Jersey, USA in accordance with the Commercial Rules of the American Arbitration Association (“Rules”) and shall be heard by one arbitrator appointed in accordance with the Rules and to be mutually agreed to by the parties. If the parties fail to mutually agree upon an arbitrator within 30 days of submitting the dispute to arbitration, the American Arbitration Association shall appoint the arbitrator. The loser shall bear the costs associated with the arbitration proceedings. No dispute between the parties, or involving any person but you, may be joined or combined together, without the prior written consent of Allora. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any breach of these Terms could cause Allora irreparable harm and you agree that Allora has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding your violation or threatened violation of these Terms. Further, notwithstanding the foregoing dispute resolution provision, Allora may terminate these Terms at any time in accordance with the termination provisions of these Terms. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent to the jurisdiction of the courts located in New York, New York, USA for any such claims arising from or related to these Terms. The parties specifically agree that, in the event that there is a dispute under these Terms no such dispute shall be resolved by jury trial. THE PARTIES HERETO WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY DISPUTES ARISING UNDER THESE TERMS, INCLUDING DISPUTES AS TO WHETHER ATTORNEY’S FEES OR OTHER DAMAGES ARE DUE HEREUNDER. Unless, and only to the extent, prohibited by law in your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to these Terms shall be conducted in the English language, including without

limitation any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

16. ENTIRE AGREEMENT

These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all prior agreements between the parties, whether written or oral, regarding the subject matter hereof. These Terms may not be modified or amended except by the written acceptance of both parties.

Any questions or comments relating to your use of the Services may directed to us at mrnelson@syr.edu.