

MMT-System End User License Agreement

Manufacture Modules Technologies Sàrl, domiciled in Plan-les-Ouates, Geneva ("**MMT**") provides services related to its smartwatch technology with certain activity tracking functionalities via devices, applications and websites (the "**MMT-System**"). In cooperation with third-party watchmakers, MMT provides software (the "**MMT-Software**") incorporated into specific smartwatches (the "**Smartwatch**") to enable connectivity to and the use of the MMT-System via MMT-System mobile or web applications (the "**App**"), as well as mobile sites and websites that users can access with their Smartwatch and the App (the "**Websites**").

This End User License Agreement ("**EULA**") governs your use of the MMT-System, the MMT-Software, the App and Websites. By agreeing to the terms and conditions of this EULA you also agree to the privacy policy made available on www.mmt.ch/privacy (the "**Privacy Policy**").

1. Parties to the EULA

The Licensed Product is provided by MMT and this EULA is made between you (the "**Licensee**") and MMT. Application providers such as Google, Apple Inc. and Microsoft Corporation ("**Application Providers**") have no responsibility under this EULA whether for content, warranties, maintenance or support. By accepting this EULA, you agree that the Application Providers are third party beneficiaries to these terms and conditions and that the applicable Application Provider therefore may enforce the provisions of this EULA against you.

2. License

Subject to the terms and conditions set out herein and in any additional software license terms that accompany any downloads or updates, MMT hereby grants the Licensee a limited, revocable, non-exclusive, non-transferable, and non-sublicenseable right to use the MMT-Software for the sole purpose of connecting the Smartwatch with the MMT-System, App and Websites (the "**License**"). In addition the Licensee is bound by the terms and conditions of the app store through which the App was made available to the Licensee (the "**App Store Terms**").

Use of the License is only permitted for the Licensee's personal, non-commercial use. In the event of any conflict between this EULA and the App Store Terms, this EULA shall prevail. The Licensee acknowledges that MMT has no control over the applicable App Store Terms and has no responsibility or liability for any changes in the App Store Terms or the app store's services.

The MMT-System and MMT-Software are protected by applicable intellectual property law and MMT reserves any and all rights, implied or otherwise, which are not expressly granted to the Licensee hereunder, and retains all rights, title and interest in and to the MMT-Software and MMT-System.

The Licensee agrees that it has no right whatsoever to:

- a. modify the MMT-Software or any portion thereof in any manner;
- b. reverse engineer, decompile, disassemble, modify, adapt, rent, lease, loan or create derivative works based upon the MMT-Software or any part thereof, unless expressly permitted by the applicable law;
- c. use or provide the MMT-Software as a managed service provider, application service provider, in any commercial time share arrangement, or in any activity intended to directly produce revenue without the prior written approval from MMT;
- d. resell the MMT-Software licensed hereunder nor use the software to provide consulting or training services to third parties, or
- e. assign the MMT-Software to a third party without the prior written consent of MMT,
- f. use the License in violation of this EULA or any applicable law.

3. System requirements

The use of the MMT-System requires an iOS or Android mobile device, such as a tablet or smart phone, capable of Bluetooth connectivity, and use of the services provided through the MMT-System requires internet connectivity and internet or Wi-Fi access. The Licensee acknowledges and agrees that all such system requirements are his/her responsibility.

4. Availability and accessibility of the MMT-System

The Licensee acknowledges and agrees that MMT reserves the right without notifying the Licensee to modify, update or discontinue the MMT-System at its sole discretion, at any time, for any or no reason. The Licensee acknowledges and agrees that the Smartwatch may not be functioning during the time the MMT-System is being modified, updated or discontinued.

The Licensee acknowledges that the accessibility of the MMT-System is dependent on a large number of factors and circumstances outside of MMT's control. Thus, it is not possible for MMT to provide any undertakings that data or signals can be sent, conveyed, or received in the intended manner, or at all. This means that it is not possible for MMT to provide any undertakings in respect of the completeness or quality of the data transmitted by the Smartwatch. The Licensee therefore agrees and acknowledges that the use of the MMT-System and the Smartwatch shall be at the Licensee's own risk and responsibility.

5. Use of MMT-System

The Licensee acknowledges that any use of the MMT-System is at Licensee's own risk. The Licensee acknowledges that the MMT-System and the services provided in connection therewith are **for entertainment and fitness purposes only** and that they are **not intended for any medical purposes** such as to diagnose, prevent, cure or treat any medical condition or disease.

6. Licensee's account and data uploads

By using the Smartwatch in connection with the MMT-System, the Licensee may upload information about the use of the MMT-System such as steps, recorded walks, or sleep records (together "**Data Uploads**") to servers owned or controlled by MMT or its collaborators. The Licensee may view the Data Uploads through the App (the "**Data Upload Service**"). In order to make Data Uploads use the Data Upload Service, the Licensee must create an account on the MMT-System. The Licensee is solely responsible for all activities occurring under the Licensee's account and MMT will not be liable for any loss or damage arising from the Licensee's failure to do so.

MMT reserves the right to suspend or limit the Licensee's access to the MMT-System or require the Licensee to change the account information (account name and/or password) if MMT reasonably believes that the security of the account has been compromised.

The Licensee herewith authorizes MMT to retain Data Uploads on its servers, to reproduce, publish and make the Data Uploads available through the App when accessed using the Licensee's account information and to share Data Uploads as directed by the Licensee.

The MMT-System provides a functionality through which the Licensee is able to store information on the personal device (smartphone, tablet, etc.) on which the Licensee is using the MMT-System. The use of any such device is at the sole risk and responsibility of the Licensee and MMT shall have no liability to the Licensee for any failure of the MMT-System to store such information and data on the Licensee's personal device.

The Licensee agrees to any additional terms and conditions for the use of data as set forth in MMT's Privacy Policy.

7. Updates / Premium Services

MMT may at its own free discretion offer updates to any part of the MMT-System or the MMT-Software (the "**Updates**"). These Updates may add or cancel features or functionalities of the MMT-System or MMT-Software. Any Updates are subject to this EULA or additional terms accompanying such Updates. The Licensee acknowledges that if he/she does not install an Update, the functionality of the MMT-System or MMT-Software could be compromised.

MMT may at its own free discretion offer certain features or functionalities of the MMT-System and MMT-Software as paid premium services (the "**Premium Services**"). The Premium Services are subject to specific terms and conditions.

8. Representations and warranty

The Licensee acknowledges that the MMT-System and MMT-Software are provided "as is" and that MMT makes **no warranty** as to their fitness for a particular purpose, accessibility and availability.

MMT makes **no warranty** on the accuracy, completeness or quality of any data made available to the Licensee through Licensee's use of the MMT-Software and MMT-System. The Licensee's use of any data and information made available through the Licensee's use of the MMT-Software and MMT-System will be at the Licensee's own risk and responsibility.

To the extent permitted by the applicable law, MMT will **not be liable** for any damages arising out of or in connection with the use of the MMT-Software and MMT-System except to the extent caused by MMT's gross negligence or wilful misconduct. In any event, MMT's cumulative liability for damages for any cause will be limited to the maximum amount of money paid by the Licensee for MMT's services.

Any warranty applying to the Smartwatch is the responsibility of the maker/seller of such Smartwatch and not the responsibility of MMT. MMT has no obligation to the Licensee under any warranty covering the Smartwatch.

9. Licensee's undertakings

To the extent permitted by applicable law, the Licensee will indemnify and hold harmless MMT and any of its affiliates for all damages, losses and costs (including but not limited to reasonable attorneys' cost and fees) arising out of the Licensee's violation of this EULA and the Privacy Policy.

The Licensee undertakes:

- a. not to use the MMT-Software or MMT-System in violation of this EULA or applicable law,
- b. only to use the Product for the intended purpose, and
- c. not to monitor, access, locate or in any other way use the MMT-System by using any other software than the MMT-Software.

The Licensee agrees to be fully responsible for acts or omissions by any third party to whom the Licensee has granted access to the MMT-System or any parts thereof.

10. Termination

This EULA is effective until it is terminated. The Licensee may terminate this EULA at any time by ceasing all use of the MMT-Software, the MMT-System and any related services.

This EULA will automatically terminate if the Licensee violates any of the terms of this EULA. Upon termination of this EULA, all license rights granted to the Licensee shall immediately terminate. All other provisions of this EULA shall survive such termination. MMT may cancel the Licensee's access to the MMT-System at any time if the Licensee is in breach of the EULA or if the Licensee fails to pay any applicable service fees. Upon the expiry or termination of the EULA or the License granted hereunder MMT will automatically cancel Licensee's access to the MMT-System.

11. Contact Information

All questions and other communication regarding this EULA, the License or the MMT-System shall be made in writing and sent by email or by mail to the following address:

Manufacture Modules Technologies Sàrl
Chemin du Champ-des-Filles 32
1228 Plan-les-Ouates
Switzerland

info@mmt.ch

12. Miscellaneous

The illegality, invalidity or unenforceability of any clause of this EULA will not affect the legality, validity or enforceability of the remainder. The illegal, invalid or unenforceable clause shall be replaced with a clause closest in meaning and consequences as the replaced clause.

A failure by MMT to exercise or enforce any rights under this EULA shall not be a waiver of any such rights.

MMT reserves the right to modify this EULA in its sole and absolute discretion. The latest version will be made available on www.mmt.ch and the Licensee undertakes to revisit the webpage on a regular basis as the latest version of the EULA will be binding upon the Licensee. The Licensee acknowledges and agrees that the continued use of the MMT-Software and MMT-System after the terms of the EULA have been modified shall indicate that the Licensee has accepted the modifications.

13. Governing Law and Disputes

MMT and the Licensee will attempt in good faith to resolve any dispute or claim arising out of or relating to this EULA.

This EULA and all disputes and claims arising out of or relating to it shall be governed by and construed in accordance with the substantive laws of Switzerland excluding its conflict of laws provisions and international treaties.

The Licensee submits to the exclusive jurisdiction of the ordinary courts of Geneva in respect of any disputes and claims.