

DESCRIPTION OF SERVICES

We provide you with an augmented reality application that enables the exchange of content in the public space between you (the "User") and Layar or third party content publishers ("**Publishers**"), and other applications, features, software, databases and services (together: "**Services**"), including but not limited to: (a) the provision of augmented reality layers which may contain content, such as text, pictures, graphics, 2D/3D models, videos and links as well as images required for the detection and tracking of features to display content ("**Reference Images**"), jointly referred to as the "**Third Party Content**", and (b) your use of application programming interfaces ("**API**"). We also enable you to add or generate your own content by interacting with other users ("**User Generated Content**"). When using our Services, it is important that you respect locations, intellectual property rights, privacy and the rights of third parties at all times.

1. ACCEPTANCE OF TERMS

Please read these Terms and Conditions of Use ("**T&C**") carefully. These apply between you and Layar B.V., Vijzelstraat 20, 1017 HK Amsterdam, The Netherlands ("**Layar**" or "**We**") and Layar's affiliated companies. By using the Services in whichever form, through whatever technological means and wherever you are, or by opening a User account, you enter into an agreement with us and accept these T&C and any legal notices that Layar may post from time to time, such as our Notice-and-take down Procedure and Privacy Policy (see www.layar.com/legal) and – by continuing your use of the Services – all amendments that Layar implements and communicates to you. You should save these T&C on a permanent data carrier – for later inspection – and print them before starting to use the Services.

You are only permitted to access and use the Services if you are older than 13 years. If you are between 13 and 18 years of age, please read these T&C together with your legal guardian(s), who must give permission for such access/use.

2. USE OF SERVICES

You are responsible for any User Generated Content that you exchange, provide or upload, whether or not you connect to our Services directly or through a third party. You should always be aware of and pay cautious attention to the context and environment in which you exchange, provide or upload content. You will refrain from: (i) posting or displaying content that is offensive, degrading, indecent, libellous, obscene, pornographic or otherwise objectionable to others or that violates the privacy, intellectual property or other rights of third parties or is in violation of legislation or regulation, including international treaties – in particular content containing material that is protected by intellectual property rights, without the written consent of the owner of such rights, other than excerpts permitted legally; (ii) impersonating any person or entity, or forge or manipulate headers to disguise the origin of content; (iii) jeopardising yourself or any third party in any way by using the Services; (iv) engaging in any activity that, directly or indirectly, interferes with or disrupts the Services; (v) harvesting or otherwise collecting data about others, including email addresses, without their consent; (vi) interact with other users of the Services in contravention of these T&C or in an unlawful manner. You must take all necessary measures to protect your devices from viruses, worms and other harmful content.

You understand that we are not responsible for any User Generated Content, All User Generated Content which you may decide to exchange, provide or upload, will not be reviewed in advance by

us – but we reserve the right to take down any User Generated Content if we deem this to be unlawful or in breach of these T&C and other applicable T&C. We ask that you flag or inform us in accordance with our Notice-and-takedown Procedure, if you become aware of (potentially) unlawful or infringing content exchanged, provided or uploaded by others. You indemnify us from and hold us harmless against any and all claims from third parties that the User Generated Content is in contravention of any (international) laws, regulations or is otherwise considered unlawful or harmful.

Third Party Content or parts thereof may be protected by intellectual property rights. You may not modify, sell or distribute the Third Party Content in any way.

You will not modify, copy, or create derivative works based on the Services. You will refrain from (re-)selling, trading, renting, licensing, loaning or distributing the Services.

The Services may contain links to other websites/sources. We do not control these, we are not responsible for any information contained therein and we disclaim any responsibility for these websites/sources.

You accept that you may be exposed to Third Party Content that is offensive, indecent or otherwise objectionable. Third Party Content may also contain material that violates the privacy, intellectual property or other rights of third parties. We do not represent or imply that we approve of the Third Party Content and we cannot review or verify whether the Third Party Content is accurate, useful or harmless. Should you come across Third Party Content which violates any applicable law or regulation (including intellectual property, privacy laws and regulations), please follow the Notice-and-take-down Procedure as well.

As part of the registration process or as part of the continued use of the Services you may be required to provide information about yourself. You will provide accurate, correct and up-to-date information. You are solely responsible for maintaining the confidentiality and security of your User account, including your passwords. You understand that by using the Services, you may be subject to third party cookies. Please read our Privacy Policy.

You are responsible for protecting the security of any content, including User Generated Content that is stored on the (mobile) device used to get access to the Services.

We may permanently or temporarily suspend provisioning of the Services or parts thereof, at our sole discretion, without prior notice to you.

3. COSTS, FEES AND PAYMENT

You accept that you are solely responsible for all costs involved in the use of the Services, such as communication costs related to the use of (mobile) devices, the use of mobile Internet and roaming, and taxes connected to your use of the Services.

Certain Services consist of Layar providing you with access to content which you have to pay for. By selecting paid content you agree to pay the fee indicated and you may be asked to grant approval for the processing of automatic payments. We reserve the right to change the applicable fees for paid content at any time. All purchases of paid content are final. You agree that even in case we exercise our right to block access to content, to terminate or deny access to and use paid content, you are not entitled to a refund. Should the measures described in the previous sentence relate to actions by a third party provider of paid content (including Third Party Content), then we will use

reasonable efforts to recover the purchase price on your behalf. We will divide the amounts remaining after deduction of recovery cost, on a pro rata basis to all affected users of the paid content.

All payments for paid content are carried out by third party payment providers. You accept that we are not responsible for these third party payment providers and their operation or availability.

4. INTELLECTUAL PROPERTY RIGHTS

Layar or its licensors owns all right, title and interest, including but not limited to intellectual property rights, in and to the Services (which include applications, features, software, databases), and unless agreed otherwise, you may not reverse engineer, decompile or otherwise (attempt to) extract the source code of the software which Layar or its licensors provides you – unless this is explicitly permitted.

Unless we have agreed this, or specific guidelines permit this, you are not allowed to use the Layar logo or any other trademark, service mark, graphic and logo used by Layar or its licensors in connection with the Services.

You retain any and all rights you already hold in content you post or display.

We grant you a personal, worldwide, terminable, non-assignable, royalty-free and non-exclusive right to use: (i) the software we provide to you, and (ii) the content we provide to you, in connection with your use of the Services.

You grant Layar and its affiliated companies a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to reproduce, adapt, modify, translate, publish, display and distribute any content (including User Generated Content) which you exchange, provide or upload on or through the Services. This licence is restricted to the goal of enabling Layar or its affiliated companies to perform, display, distribute and promote its Services, including but not limited to providing you with access to the content. Your licence includes a right for Layar or its affiliated companies to make the content available and sublicense it to Publishers, suppliers, licensors, other companies, organisations and individuals with whom Layar cooperates with in providing the Services or developing and providing other services. You represent and warrant to Layar that you have all necessary rights, power and authority to grant the licence.

5. LIABILITY AND WARRANTIES

Layar provides the Services with reasonable care and skill. You understand and accept that the Services are provided "as is" and "as available". Layar disclaims all warranties of any kind, whether express or implied, and including warranties: (i) of merchantability, fitness for a particular purpose and non-infringement; and warranties that (ii) the Services are error free or that access thereto is uninterrupted; and (iii) the content or other information obtained through the Services is correct and reliable.

You agree that neither Layar, its affiliated companies, suppliers nor its licensors are liable to you for any form of damages or loss which may be incurred by you in relation to your use of the Services. Unless and to the extent that damages are the direct result of wilful intent or gross negligence of Layar, Layar accepts no liability for any direct, indirect and consequential damages and loss of business and data, whether based on contract, unlawful act (including negligence), or otherwise arising from or relating to the Services, even if Layar or its affiliated companies, suppliers

or licensors have been informed or should have known of the possibility of such damages. In any event, the maximum aggregate liability of Layar, its affiliated companies, suppliers or licensors for any and all damages arising from the Services shall be a refund of the amount paid by you to Layar, if any.

You represent and warrant that: (i) your use of the Services is in strict compliance with Layar's instructions and all applicable laws and regulations (including any local laws or regulations in your country, state regarding online conduct and acceptable content and the transmission of technical data); and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party. You indemnify Layar from and hold Layar harmless against any and all claims, including reasonable attorneys' fees, resulting from you using the Services, and creating any content.

6. TERMINATION

You may always terminate the use of the Services, but, unfortunately, it is impossible for you to de-install the Services in case it has been pre-installed by the manufacturer of your device.

Layar is entitled to terminate the agreement with you, wholly or in part, if: (i) you breach any provision of these T&C; (ii) Layar is obliged to do so by law or through an order of any competent authority; or (iii) Layar decides to permanently suspend the Services.

You understand and accept that upon termination of the agreement you will have to stop using the Services immediately and remove any content you have been using from your devices.

All provisions that are intended to survive the termination, by nature or because such has expressly been provided for in these T&C or any agreement with you, shall survive such termination. These provisions include, but are not limited to, provisions regarding intellectual property, warranty exclusions, indemnity and limitations of liability and applicable law.

7. MISCELLANEOUS

These T&C and the use of the Services are governed by the laws of the Netherlands. Any disputes relating thereto will be held before the competent court in Amsterdam, the Netherlands.

If any provision of the T&C is held invalid or unenforceable, that provision will be construed to reflect the parties' original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.

You agree that if Layar does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Layar's rights.

We may at any time and without giving notice to you assign our rights under any agreement with you.
