

SPEECH CENTER VR

TERMS OF SERVICE

Version 1.0

Date of last revision: July 29, 2016.

This TERMS OF SERVICE (the Agreement) was written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

This Agreement governs our relationship with users and others who interact with Speech Center VR. By using or accessing Speech Center VR, you agree to this Agreement, as updated from time to time in accordance with Section 14 below.

Additionally, you will find resources at the beginning of this document that help you understand how Speech Center VR works.

1. Introduction

1.1 This Agreement shall govern your use of Speech Center VR's software and website.

1.2 By using our software, you accept this Agreement in full; accordingly, if you disagree with this Agreement or any part of this Agreement, you must not use our software.

1.3 Subject to the express provisions of this Agreement:

(a) We, together with our licensors, own and control all the copyright and other intellectual property rights in our software and the material on our website; and

(b) All the copyright and other intellectual property rights in our software and the material on our website are reserved.

1.4 If you register with our software, submit any material to our software or use any of our software services, you agree to this Agreement:

(a) An Speech Center VR Account ("Account") may be required to access and use some Speech Center VR Services. If you have questions about Account registration, email us at info@cerevr.com. To create an Account, you must have an email address, and provide truthful and accurate information. You must be eligible to use the Speech Center VR Service for which you are registering. Speech Center VR users will provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Speech Center VR, or create an account for anyone other than yourself without permission;
- You will not create more than one personal account;
- If we disable your account, you will not create another one without our permission;
- You will not use your personal timeline primarily for your own commercial gain, and will use a Speech Center VR Page for such purposes;
- You are solely responsible for all activity on your Account. Your Account may be terminated if someone else uses it to engage in activity that violates the Agreement or is otherwise improper or illegal. You should not reveal your Account password to others. Speech Center VR will not ask you to reveal your password, or initiate contact with you asking for answers to your password security questions.
- You will not use Speech Center VR if you are under 13;
- You will not use Speech Center VR if you are a convicted sex offender;

- You will keep your contact information accurate and up-to-date;
- You will not share your password or secret key, let anyone else access your account, or do anything else that might jeopardize the security of your account;
- You will not transfer your account to anyone;
- If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

2. Speech Center VR community standards

To balance the needs and interests of a global population, Speech Center VR protects expression that meets the community standards outlined on this page. Please review these standards. They will help you understand what type of expression is acceptable, and what type of content may be reported and removed. You may violate the Agreement if, as determined by Speech Center VR in its sole discretion, you:

- **Violence and Threats.** Safety is Speech Center VR's top priority. We remove content and may escalate to law enforcement when we perceive a genuine risk of physical harm, or a direct threat to public safety. You may not credibly threaten others, or organize acts of real-world violence. Organizations with a record of terrorist or violent criminal activity are not allowed to maintain a presence on our site. We also prohibit promoting, planning or celebrating any of your actions if they have, or could, result in financial harm to others, including theft and vandalism;

- **Self-Harm.** Speech Center VR takes threats of self-harm very seriously. We remove any promotion or encouragement of self-mutilation, eating disorders or hard drug abuse;

- **Bullying and Harassment.** Speech Center VR does not tolerate bullying or harassment. We allow users to speak freely on matters and people of public interest, but take action on all reports of abusive behavior directed at private individuals. Repeatedly targeting other users with unwanted friend requests or messages is a form of harassment;

- **Hate Speech.** Speech Center VR does not permit hate speech, but distinguishes between serious and humorous speech. While we encourage you to challenge ideas, institutions, events, and practices, we do not permit individuals or groups to attack others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition;

- **Graphic Content.** Speech Center VR can be a place where people turn to share their experiences and raise awareness about issues important to them. Sometimes, those experiences and issues involve graphic content that is of public interest or concern, such as human rights abuses or acts of terrorism. In many instances, when people share this type of content, it is to condemn it. However, graphic images shared for sadistic effect or to celebrate or glorify violence have no place in our software. When people share any content, we expect that they will share in a responsible manner. That includes choosing carefully the audience for the content. For graphic videos, people should warn their audience about the nature of the content in the video so that their audience can make an informed choice about whether to watch it;

- **Nudity.** Speech Center VR has a strict policy against the sharing of pornographic content and any explicitly sexual content where a minor is involved. We also impose limitations on the display of nudity. We aspire to respect people's right to share content of personal importance, whether those are photos of a sculpture like Michelangelo's David or family photos of a child breastfeeding;

- **Identity and Privacy.** On Speech Center VR we encourage people to connect using their real names and identities. We ask that you refrain from publishing the personal information of others without their consent. Claiming to be another person, creating a false presence for an organization, or creating multiple accounts undermines community and violates Speech Center VR's terms;

- Intellectual Property. Before sharing content on Speech Center VR, please be sure you have the right to do so. We ask that you respect copyrights, trademarks, and other legal rights including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software;
- Regulated Goods. It is not permitted to complete transactions involving regulated goods on our platform. If you display an offer involving firearms, alcohol, tobacco, or adult products, we expect you to make sure you're following all applicable laws and consider carefully the audience for that content;
- Phishing and Spam. We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security. We also ask that you respect our members by not contacting them for commercial purposes without their consent;
- Security. We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security, including those that use fraud or deception. Additionally, we ask that you respect our members by not contacting them for commercial purposes without their consent;
- Other. Unless expressly authorized by Speech Center VR, you may not sell, buy, trade or otherwise transfer your Account or any personal access to Speech Center VR, Content or Entitlements, including by use of auction software. Abuse or exploit bugs, undocumented features, design errors or problems in the game. "Role-playing" is not an excuse for violating any policy.

3. Beta tests

3.1 In its sole discretion, Speech Center VR may contact you to review and evaluate one or more software programs, aspects of software, or online features prior to commercial release for the purpose of identifying program errors. You will be asked to provide to Speech Center VR (and to Speech Center VR only) certain feedback and suggestions regarding your experiences while reviewing and evaluating the software(s) or feature(s). This process is known as a "Beta Test." You are bound to this Agreement by your participation as a Tester.

3.2 In connection with the Beta Test, Speech Center VR may provide you, on a temporary basis, a pre-release copy of software or access to a feature within Speech Center VR. You understand and agree that the pre-release copy and all other materials provided to you are confidential or proprietary information of Speech Center VR. You agree as a condition of participating in a Beta Test to (i) not copy or reproduce the pre-release copy and confidential or proprietary information, (ii) safeguard the pre-release copy and confidential and proprietary information and prevent unauthorized access to, reproduction of, disclosure of and/or unauthorized use of, the pre-release copy and confidential and proprietary information, and (iii) fully comply with the Agreement.

3.3 You will carry out the testing personally and not provide access to pre-release materials to any other person. You agree that breach of the above obligations will cause irreparable harm to Speech Center VR, and Speech Center VR is entitled to (in addition to any other remedies available to it) ex parte injunctive relief without bond to prevent the breach or threatened breach of your obligations. Your obligation to keep the beta software confidential will continue until Speech Center VR publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the software and the content that you are testing.

3.4 Upon request, you agree to immediately and permanently delete all Speech Center VR copies of the pre-release and confidential or proprietary information Speech Center VR provided to you.

3.5 As a Tester, you are invited to use beta software for the sole purpose of evaluating the software and identifying errors. Nothing in these guidelines, or on this site, shall be construed as granting you any rights or privileges of any kind with respect to the beta software or content that you find here. The beta

software are provided for testing on an "as is" and "as available" basis and we make no warranty to you of any kind, express or implied.

3.6 When using some beta software, you may accrue value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular software completes a testing phase. In this case, all player history and data will be erased and each player will return to novice status.

3.7 By downloading beta software, you agree that: (i) using beta software is at your own risk and you know that the software may include known or unknown bugs, (ii) any value or status indicators that you achieve through software use may be erased at any time, (iii) Speech Center VR has no obligation to make this software available for use without charge for any period of time, nor to make it available at all, (iv) this software may be available only by subscription once the Beta Test process is complete or at any time in the future; (v) Speech Center VR's Terms of Service apply to your use of the software during the testing phase, and (vi) if it is a closed beta test, you will keep all information about the beta software confidential as stated above and not disclose such information to any other person.

3.8 Beta Test accounts are non-transferable under any circumstances.

4. License to use software

4.1 You may only view our software in our client.

4.2 Except as expressly permitted by Section 5 or the other provisions of this Agreement, you must not download any material from our software or save any such material to your computer.

4.3 You may only use our software for your own personal purposes, and you must not use our software for any other purposes.

4.4 Except as expressly permitted by this Agreement, you must not edit or otherwise modify any material on our software.

4.5 Unless you own or control the relevant rights in the material, you must not:

- (a) Republish material from our software (including republication on another software);
- (b) Sell, rent or sub-license material from our software;
- (c) Show any material from our software in public;
- (d) Exploit material from our software for a commercial purpose; or
- (e) Redistribute material from our software.

4.6 We reserve the right to restrict access to areas of our software, or indeed our whole software, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our software.

5. Acceptable use

5.1 You must not:

- (a) Use our software in any way or take any action that causes, or may cause, damage to the software or impairment of the performance, availability or accessibility of the software;
- (b) Use our software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) Use our software to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our software without our express written consent;

(e) Access or otherwise interact with our software using any robot, spider or other automated means;

(g) Use data collected from our software for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our software to contact individuals, companies or other persons or entities.

6. Cancellation and suspension of account

6.1 We may:

(a) Suspend your account;

(b) Cancel your account; and/or

(c) Edit your account details at any time in our sole discretion without notice or explanation.

6.2 You may cancel your account on our software by contacting us at info@cerevr.com.

7. Your content

7.1 "Content" on Speech Center VR includes software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from Speech Center VR, as well as the design and appearance of our software.

7.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this software and any successor software and in relation to this software.

7.3 Without prejudice to our other rights under this Agreement, if you breach any provision of this Agreement in any way, or if we reasonably suspect that you have breached this Agreement in any way, we may delete, unpublish or edit any or all of your content.

8. Safety

We do our best to keep Speech Center VR safe, but we cannot guarantee it. We need your help to keep Speech Center VR safe, which includes the following commitments by you:

- You warrant and represent that your content will comply with this Agreement;
- Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law);
- You will not post unauthorized commercial communications (such as spam) on Speech Center VR;
- You will not collect users' content or information, or otherwise access Speech Center VR, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission;
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Speech Center VR;
- You will not upload viruses or other malicious code;
- You will not solicit login information or access an account belonging to someone else;
- You will not bully, intimidate, or harass any user;
- You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions;

- You will follow our Promotions Guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes (“promotion”) on Speech Center VR;
- You will not use Speech Center VR to do anything misleading, malicious, or discriminatory;
- You will not do anything that could disable, overburden, or impair the proper working or appearance of Speech Center VR, such as a denial of service attack or interference with page rendering or other Speech Center VR functionality;
- You will not facilitate or encourage any violations of this Agreement or our policies.

9. Protecting other people's rights

9.1 We respect other people's rights, and expect you to do the same.

9.2 You will not post content or take any action on Speech Center VR that infringes or violates someone else's rights or otherwise violates the law.

9.3 We can remove any content or information you post on Speech Center VR if we believe that it violates this Agreement or our policies.

9.4 If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

9.5 If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

9.6 You will not use our copyrights or trademarks (including Speech Center VR and the Speech Center VR logo), or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.

9.7 If you collect information from users, you will: obtain their consent, make it clear you (and not Speech Center VR) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

9.8 You will not post anyone's identification documents or sensitive financial information on Speech Center VR.

9.9 You will not send email invitations to non-users without their consent. Speech Center VR offers reporting tools to enable users to provide feedback about violations.

9.10 If anyone brings a claim against us related to your actions, content or information on Speech Center VR, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Speech Center VR and are not responsible for the content or information users transmit or share on Speech Center VR. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Speech Center VR. We are not responsible for the conduct, whether online or offline, or any user of Speech Center VR.

10. Termination

10.1 We reserve the right to discontinue or alter any or all of our software services, and to stop publishing our software, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this Agreement, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any software services, or if we stop publishing the software.

10.2 If you violate the letter or spirit of this Agreement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Speech Center VR to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or

disable your application at any time. In all such cases, this Agreement shall terminate, but the following provisions will still apply: 1, 4, 5, 8, 9, and 12.

10.3 To the maximum extent permitted by applicable law and subject to Section 12, we exclude all representations and warranties relating to the subject matter of this Agreement, our software and the use of our software.

11. Software, Utilities and Tools

11.1 Speech Center VR may require or allow you to download software, software updates or patches, or other utilities and tools from Speech Center VR or its licensors onto your computer. Speech Center VR grants to you a non-exclusive, limited license to use Speech Center VR software solely for the purpose stated by Speech Center VR at the time the Speech Center VR software is made available to you. You may not sub-license, or charge others to use or access Speech Center VR software.

11.2 You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from Speech Center VR software. You may not modify Speech Center VR software or use it in any way not expressly authorized in writing by Speech Center VR. You understand that Speech Center VR's introduction of various technologies may not be consistent across all platforms and that the performance of Speech Center VR software and related Speech Center VR Services may vary depending on your computer and other equipment.

11.3 From time to time, Speech Center VR may provide you with updates or modifications to Speech Center VR software. You understand that certain updates and modifications may be required in order to continue use the Speech Center VR software and Speech Center VR Services.

12. Limitations and exclusions of liability

12.1 It is well known that virtual reality creates motion sickness in some people, regardless of the degree of hardware or software used. Speech Center VR will not be liable for the illness, injury, or death of any person or persons, including users of Speech Center VR, or from the damage or destruction of any work or properties, attributable to or resulting from the aforementioned software program. Because a person or company other than Speech Center VR will design the hardware, Speech Center VR will not be held liable for hardware limitations or software limitations that are out of Speech Center VR's control.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SPEECH CENTER VR, ITS LICENSORS, NOR ITS OR THEIR AFFILIATES, NOR ANY OF SPEECH CENTER VR'S SERVICE PROVIDERS, SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE SPEECH CENTER VR, YOUR ACCOUNT, YOUR SUBSCRIPTIONS AND THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL VALVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH SPEECH CENTER VR, THE SOFTWARE, THE SUBSCRIPTIONS, AND ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH, OR THE DELAY OR INABILITY TO USE THE SOFTWARE, SUBSCRIPTIONS OR ANY INFORMATION, EVEN IN THE EVENT OF SPEECH CENTER VR'S OR ITS AFFILIATES' FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF SPEECH CENTER VR'S WARRANTY AND EVEN IF SPEECH CENTER VR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS,

SPEECH CENTER VR, ITS LICENSORS, AND ITS AND THEIR AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

12.3 NEITHER SPEECH CENTER VR NOR ITS AFFILIATES GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR SECURE OPERATION AND ACCESS TO SPEECH CENTER VR, THE SOFTWARE, YOUR ACCOUNT AND/OR YOUR SUBSCRIPTIONS(S) OR ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH.

13. Breaches of this Agreement

13.1 Without prejudice to our other rights under this Agreement, if you breach this Agreement in any way, or if we reasonably suspect that you have breached this Agreement in any way, we may:

- (a) Send you one or more formal warnings;
- (b) Temporarily suspend your access to our software;
- (c) Permanently prohibit you from accessing our software;
- (d) Block computers using your IP address from accessing our software;
- (e) Contact any or all your internet service providers and request that they block your access to our software;
- (f) Commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) Suspend or delete your account on our software.

13.2 Where we suspend or prohibit or block your access to our software or a part of our software, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

14.1 We may revise this Agreement and conditions from time to time.

14.2 The revised Agreement shall apply to the use of our software from the date of publication of the revised Agreement on the software, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of this Agreement. If you do not agree to the revised Agreement, you must stop using our software.

15. Severability

15.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

15.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. Entire Agreement

16.1 This Agreement, including but not limited to privacy policies and cookie policy, makes up the entire agreement between the parties regarding Speech Center VR, and supersedes any prior agreements.

16.2 If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

16.3 If we fail to enforce any of this Agreement, it will not be considered a waiver.

16.4 Any amendment to or waiver of this Agreement must be made in writing and signed by us.

16.5 You will not transfer any of your rights or obligations under this Agreement to anyone else without our consent.

- 16.6 All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 16.7 Nothing in this Agreement shall prevent us from complying with the law.
- 16.8 This Agreement does not confer any third party beneficiary rights.
- 16.9 We reserve all rights not expressly granted to you.
- 16.10 You will comply with all applicable laws when using or accessing Speech Center VR.

17. Disputes

17.1 You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Agreement or Speech Center VR exclusively in the U.S., San Francisco of California and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Agreement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

17.2 We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Speech Center VR outside the United States:

- You consent to having your personal data transferred to and processed in the United States.
- You will not use Speech Center VR if you are prohibited from receiving products, services, or software originating from the United States.

Cerevrum Inc.

1201 Orange Street, Suite 600, Wilmington, Delaware 19801, USA

info@cerevrum.com