

Jibo® End User License Agreement and Limited Warranty

Updated: 19-Oct-2017

IMPORTANT NOTICE: READ THIS END USER LICENSE AGREEMENT (“EULA”) AND LIMITED WARRANTY (“WARRANTY”) (TOGETHER, THE “AGREEMENT”) CAREFULLY BEFORE ACCESSING OR USING THE PRODUCTS (AS DEFINED BELOW, INCLUDING, WITHOUT LIMITATION, THE JIBO ROBOT AND THE JIBO APP). BY ACCESSING OR USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS SET OUT IN THIS AGREEMENT, DO NOT USE THE PRODUCTS, AND IMMEDIATELY CONTACT JIBO FOR A REFUND OR CREDIT. SEE JIBO’S RETURN POLICY AT WWW.JIBO.COM FOR MORE INFORMATION.

1. JIBO PRODUCTS AND YOUR ACCOUNT

This Agreement is between you and Jibo, Inc., or any subsidiary or affiliate (“Jibo” or “us” or “we”), for the use of Jibo® Products. Products include Jibo-branded technology products (the “Hardware,” including, without limitation, the Jibo Robot), related software and documentation (together, the “Software,” including, without limitation, the Jibo App), and various Jibo-related services (the “Services,” including, without limitation, cloud storage). This Agreement also applies to the website www.jibo.com and related websites (together, the “Site,” including any services offered through the Site not subject to third-party terms). Together, the Hardware, Software, Services, and Site are referred to herein as the “Products,” and each, a “Product.” This Agreement applies to any Software that is made available, at any time, for use on or in connection with the Products, whether as installed in Hardware or made available separately to run on Hardware or as an update, upgrade, or other distribution. Such Software is also included in the term “Products.” The terms of [Jibo’s Privacy Policy](#) are incorporated in this Agreement as if fully stated herein as well.

If you set up an account with Jibo in connection with use of the Products, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, portable devices, and Hardware. You are responsible for all activities that occur under your account or password, including those of your designated users. Designated users may be under 13 years of age, but only when they are specifically authorized to use the Products, subject to this Agreement, by a parent or guardian. The parent or guardian who has given this authorization is required to review this Agreement with the designated user under the age of majority to ensure that the child and the parent or legal guardian both understand all of the terms and conditions.

When you use Software applications created by Jibo, such as the Jibo App, you may grant certain permissions relating to your mobile device. Most mobile devices provide you with information about these permissions as they are requested and granted as well. The Products require a wireless internet connection, and they are licensed for your personal, non-commercial use only.

2. LICENSE

Subject to your compliance with the terms of this Agreement, Jibo grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Products. You may only use Software as it is installed in the Products, or in conjunction with the Products.

3. COMMUNICATIONS WITH JIBO

When you use any Jibo Service, or send e-mails, text messages, and other communications from your Jibo Robot, Hardware, or any desktop or mobile device, you are communicating electronically. You consent to receive communications from Jibo electronically. We will communicate with you in a variety of ways, such as by e-mail, text, in-app push notices, or by posting notices and messages on the Site or otherwise through the Jibo Services. You confirm that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. INFORMATION

The Products will provide Jibo with information about use of the Products and interaction with Jibo (such as connectivity and location). Information provided to Jibo through your use of the Products includes audio files, associated transcriptions and log files, information or preferences contained on or related to your use of the Products, and other information pertaining to your use of the Products. Jibo and its licensors may use such information to tune, enhance, and improve the speech recognition and other components and features of the Products, including the right to use data derived from such information to develop statistical models used in acoustic and language models for speech recognition. You acknowledge, consent, and agree that Jibo and its licensors may collect and use such information in connection with your use of the Products. Such information will only be used by Jibo and its licensors pursuant to [Jibo’s Privacy Policy](#) and to provide the Services. We will handle any information we receive from you in accordance with [Jibo’s Privacy Policy](#).

5. PROPRIETARY RIGHTS

The Products are proprietary to Jibo and its licensors, protected by copyright and other intellectual property laws. You have only the right to use the Products as specified in this Agreement.

You must not remove any copyright, proprietary rights, or confidentiality notices included with the Products, and must reproduce all

such notices on any copies of the Products that you make. You have no rights in or to source code or design specifications for the Products. You must not translate, adapt, reverse-engineer, decompile, create derivative works, disassemble, or modify the Products in whole or in part for any purpose. You may not: (a) publish, rent, lease, license, sell, sub-license, assign, transmit, or use the Products to provide services to, or process or store the data of, third parties, whether as a service bureau, an application service provider, or otherwise; (b) submit any automated or recorded requests to the Service unless otherwise approved in writing by Jibo and its licensors; (c) use the Service for purposes of comparison with or benchmarking against products or services made available by third parties; or (d) knowingly take any action that would cause any Product to be placed in the public domain. You must not transfer the Products or any copies thereof to any third party (except that you may sell any Hardware that you own, in all cases subject to this Agreement). You must comply with all applicable laws and regulations relating to the use of the Products. Except as specifically permitted in this Agreement, you may not use the Products for the benefit of any other person or entity, or permit any third party to make such use.

Except as expressly provided in this Agreement, you have no other rights or licenses with respect to the Products or other intellectual property rights of Jibo. Jibo reserves all rights not expressly granted herein.

The Products contain or are provided with certain components subject to third party or “open source” licenses. Attributions and terms relating to such components, along with copies of any applicable source code, are available upon request. The terms of this EULA may not apply to some components.

6. THIRD PARTY APPS, SKILLS, AND SERVICES

If you use an app, skill, hardware, software, or service provided by a third party but available in connection with the Products (a Jibo-enabled Product), we may exchange related information with the distributor of the Jibo-enabled Product. For example, we may provide your zip code when you ask for the weather, and the content of your requests. Your use of any Jibo-enabled Product is subject to this Agreement and any third-party terms applicable to such Jibo-enabled Product. Certain of these third-party terms can be found in the Legal Notices section of your Jibo App, or may be linked from your Jibo App, and may be updated from time to time. If you do not accept the third-party terms applicable to a Jibo-enabled Product, do not use that Jibo-enabled Product. When using a Jibo-enabled Product, you are responsible for any information you provide to the third-party provider. Jibo has no responsibility or liability for Jibo-enabled Products published by third parties.

7. SUPPORT AND FEEDBACK

If you provide any comments, criticisms, or other feedback relating to the Products (collectively, “Feedback”), such Feedback will be deemed non-confidential and non-proprietary information for purposes of this Agreement. Jibo will have no obligation to you or any third party with respect to such Feedback, and will be free to use and exploit such Feedback in any form or manner and for any purpose and without payment of any consideration.

8. FUNCTIONALITY; CONTENT

Jibo does not guarantee that the Products or related functionality or content (including weather and financial information) will be accurate, reliable, or complete. The Products may allow you to interact with or operate other products, and Jibo has no responsibility or liability for such products.

You and your authorized users may encounter content through Jibo that you find offensive, indecent, or objectionable. Jibo has no responsibility or liability for such content.

9. HARDWARE LIMITED WARRANTY

Jibo warrants the Jibo-branded Robot hardware product and the Jibo-branded accessories contained in the original packaging (together, the “Jibo Product”) against defects in materials and workmanship when used normally in accordance with Jibo’s published guidelines for a period of 1 YEAR from the date of original retail purchase by the end-user purchaser (the “Warranty Period”). Jibo’s published guidelines include information contained in technical specifications, user manuals, and service communications. This Warranty is not transferrable.

This Warranty does not apply to any non-Jibo branded hardware products or any software, even if packaged or sold with Jibo hardware. Manufacturers, suppliers, or publishers, other than Jibo, may provide their own warranties to you – please contact them for further information. **Software distributed by Jibo with or without the Jibo brand (including, but not limited to, system software) is not covered by this Warranty.** Please refer to the licensing provisions contained in this Agreement for details of your rights with respect to its use.

You must promptly notify Jibo when you become aware of any breach of this Warranty. Jibo’s exclusive obligations and your exclusive remedies in relation to any reproducible breach of such Warranty are limited to the following, at Jibo’s option: (a) repair of the Jibo Product; (b) replacement of the Jibo Product, or any relevant part, with other Jibo Product of substantially equivalent functionality; or (c) return of the Jibo Product and a refund of the applicable fees paid in relation to the non-compliant Jibo Product. This Warranty applies, to the extent permitted by law, to any repair, replacement part, or replacement device for the remainder of the original warranty period or for ninety days, whichever period is longer. All replaced parts and

Hardware for which a refund is given will become Jibo's property. This Warranty applies only to components of the Hardware that are not subject to accident, misuse, neglect, fire, or other external causes, alterations, repair, or commercial use.

This Hardware Limited Warranty provides specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Other than as permitted by law, Jibo does not exclude, limit, or suspend other rights you may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights, you should consult the laws of your state.

Before providing warranty service, Jibo may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues, and follow Jibo's procedures for obtaining warranty service. Before submitting your Jibo Product for warranty service, you should maintain a separate backup cloud copy of the contents of its storage media, remove all personal information that you want to protect, and disable all security passwords. During warranty service, the contents of the Jibo Product's storage media will be deleted and reformatted. Jibo and its agents are not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Jibo Product serviced.

Following warranty service, your Jibo Product or a replacement device will be returned to you as your Jibo Product was configured when originally purchased, subject to any applicable updates. Jibo may install system software updates as part of warranty service that will prevent the Jibo Product from reverting to an earlier version of the system software. Third party Skills installed on the Jibo Product may not be compatible or work with the Jibo Product as a result of the system software update. You will be responsible for reinstalling all other Skills, data, and information. Recovery and reinstallation of other software programs, data, and information are not covered under this Warranty.

IMPORTANT: Do not attempt to service the Jibo Product or access its internal components unless you are specifically instructed to do so by Jibo as part of warranty service. Opening or attempting to service the Jibo Product under any other circumstances will void this Warranty.

WHAT WILL JIBO DO IN THE EVENT OF A WARRANTY CLAIM?

If during the Warranty Period you submit a claim to Jibo in accordance with this Warranty, and Jibo determines that there is a defect covered by this Warranty, Jibo will, at its option:

1. Repair the Jibo Product using new or previously used parts that are equivalent to new in performance and reliability, or,
2. Replace the Jibo Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability.

Jibo may request that you replace certain user-installable parts or Jibo Products. A replacement part or replacement Jibo Product, including a user-installable part that has been installed in accordance with instructions provided by Jibo, assumes the remaining term of this Warranty or ninety days from the date of replacement or repair, whichever provides longer coverage for you. When a Jibo Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Jibo's property.

HOW TO OBTAIN WARRANTY SERVICE

Please access and review the online help resources available at www.Jibo.com before seeking warranty service. If the Jibo Product is still not functioning properly after making use of these resources, please contact a Jibo representative. A Jibo representative will help determine whether your Jibo Product requires warranty service and, if it does, will inform you how Jibo will provide it.

Jibo will provide warranty service through a mail-in service. If Jibo determines that your Jibo Product is eligible for mail-in service or replacement, Jibo Customer Care will provide instructions. Jibo reserves the right to change the method by which Jibo may provide warranty service to you, and your Jibo Product's eligibility to receive a particular method of service.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE JIBO PRODUCTS ARE DISTRIBUTED "AS IS" AND JIBO DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INSOFAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, JIBO LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT JIBO'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. JIBO DOES NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE. JIBO IS NOT RESPONSIBLE FOR DAMAGE, DIRECT OR CONSEQUENTIAL, ARISING FROM FAILURE TO FOLLOW INSTRUCTIONS RELATING TO THE JIBO PRODUCT'S USE.

THIS WARRANTY DOES NOT APPLY: (A) TO CONSUMABLE PARTS, SUCH AS BATTERIES OR PROTECTIVE COATINGS THAT ARE DESIGNED TO DIMINISH OVER TIME, UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP; (B) TO COSMETIC DAMAGE, INCLUDING BUT NOT LIMITED TO SCRATCHES, DENTS, AND BROKEN PLASTIC ON PORTS UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP; (C) IF A THIRD PARTY COMPONENT OR PRODUCT NOT CERTIFIED AS "JIBO-COMPATIBLE" BY JIBO IS USED WITH THE JIBO PRODUCT; (D) TO DAMAGE CAUSED BY ACCIDENT, ABUSE, MISUSE, FIRE, EARTHQUAKE, OR OTHER EXTERNAL CAUSE; (E) TO DAMAGE CAUSED BY OPERATING THE JIBO PRODUCT OUTSIDE JIBO'S PUBLISHED GUIDELINES; (F) TO DAMAGE CAUSED BY SERVICE (INCLUDING UPGRADES AND EXPANSIONS) PERFORMED BY ANYONE WHO IS NOT A REPRESENTATIVE OF JIBO; (G) TO A JIBO PRODUCT THAT HAS BEEN MODIFIED TO ALTER FUNCTIONALITY OR CAPABILITY WITHOUT THE WRITTEN PERMISSION OF JIBO; (H) TO DEFECTS CAUSED BY NORMAL WEAR AND TEAR OR OTHERWISE DUE TO THE NORMAL AGING OF THE JIBO PRODUCT; (I) IF ANY SERIAL NUMBER HAS BEEN REMOVED OR DEFACED FROM THE JIBO PRODUCT; OR (J) IF JIBO RECEIVES INFORMATION FROM RELEVANT PUBLIC AUTHORITIES THAT THE PRODUCT HAS BEEN STOLEN OR IF YOU ARE UNABLE TO DEACTIVATE PASSCODE-ENABLED OR OTHER SECURITY MEASURES DESIGNED TO PREVENT UNAUTHORIZED ACCESS TO THE JIBO PRODUCT, AND YOU CANNOT PROVE IN ANY WAY THAT YOU ARE THE AUTHORIZED USER OF THE PRODUCT (FOR EXAMPLE, BY PRESENTING PROOF OF PURCHASE).

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, JIBO AND ITS LICENSORS ARE NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (WHICH INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR OTHER PECUNIARY LOSS) WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL THEORY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, OR ANY RELATED SERVICES, EVEN IF JIBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JIBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY JIBO PRODUCT UNDER THIS WARRANTY OR REPLACE THE JIBO PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE JIBO PRODUCT OR ON JIBO SERVERS.

IN NO EVENT WILL JIBO'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID FOR THE JIBO PRODUCTS AT ISSUE.

THE LIMITATIONS ON DAMAGES IN THIS SECTION APPLY TO: (A) ANY CLAIM RELATED TO THE JIBO PRODUCTS, AND RELATED SERVICES OR THIRD-PARTY PROGRAMS, AND (B) CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE, OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. THEY ALSO APPLY EVEN IF REPAIR, REPLACEMENT, OR A REFUND FOR THE JIBO PRODUCTS DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, OR IF JIBO KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

No Jibo reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the state in which the Jibo Product purchase took place. Jibo or its successor in title is the warrantor under this Warranty.

10. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Users of the Products may be able to post reviews, comments, photos, videos, and other content (collectively, "User Content"). User Content must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable. User Content may not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. Jibo reserves the right (but not the obligation) to remove or edit User Content, but does not regularly review posted content.

If you do post User Content or submit material, and unless we indicate otherwise, you grant Jibo a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display your User Content throughout the world in any media. You grant Jibo and sublicensees the right to use the name that you submit in connection with such User Content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the User Content that you post; that such content is accurate; that use of the User Content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Jibo for all claims resulting from content you supply. Jibo takes no responsibility and assumes no liability for any content posted by you or any third party.

11. RISK OF LOSS

All items purchased from Jibo are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

12. EXPORT RESTRICTIONS

The Products are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Products. These laws include restrictions on destinations, end users, and end use.

None of the Products or underlying information or technology may be accessed or otherwise exported or re-exported: (a) into any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By accessing or using the Products, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. CHANGES TO PRODUCTS; AMENDMENTS

We may change, suspend, or discontinue the Products, or any of the Services, at any time without notice. We may amend this Agreement at our sole discretion by posting the revised terms on the Site. Your continued use of the Products after the effective date of the revised Agreement constitutes your acceptance of the terms.

14. GEOGRAPHIC AND LANGUAGE RESTRICTIONS

Jibo Products are designed for use only in the United States. We may restrict access to Jibo from other locations. In addition, Jibo will only respond properly or accurately to verbal input in American-accented English.

15. TERM AND TERMINATION

This Agreement commences when you click "I AGREE" (or earlier, by any written agreement to be bound by this Agreement, or by any use of the Products), and will remain in effect until terminated in accordance with the terms hereof.

Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, Jibo may immediately revoke your access to the Products without refund of any fees. Jibo's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

Upon any termination of this Agreement, the license granted by Jibo in Section 2 will terminate immediately and you may no longer use the Products. No termination will relieve either party of any obligation to pay amounts due as a result of transactions occurring prior to the effective date of termination. Except as specifically provided in this Agreement, Jibo will in no event refund fees paid for the Products.

The provisions of Sections 3, 4, 5, 6, 7, 8, 10, 12, 14, 15, 16, 17, 18, and 19 will survive any termination of this Agreement.

16. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Massachusetts, USA, excluding: (i) that body of law known as conflicts of law, (ii) the Uniform Computer Information Transactions Act, and (iii) the United Nations Convention on Contracts for the Sale of Goods, and, subject to Section 17, below, each party hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for the determination of any action arising out of or in connection with this Agreement. Notwithstanding the foregoing, Jibo may commence appropriate legal action in any jurisdiction to protect its rights in the Products.

By using any Products, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Jibo.

17. DISPUTES

Any dispute or claim relating in any way to your use of any Products will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims against us totaling less than \$10,000 unless the arbitrator determines that your claims are frivolous. Likewise, Jibo will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines that your claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

18. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint in writing, providing this information:

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site or in the Products;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- A physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Jibo's Copyright Agent for notice of claims of copyright infringement on its site can be reached as indicated below (see Contact – Section 20, below).

19. GENERAL

This Agreement is the complete and exclusive statement of the agreement between you and Jibo relating to the use of the Products. If you are entering into this Agreement on behalf of a business entity, you represent that you have the authority to bind such entity to this Agreement, in which case “you” means such entity.

You may not assign your rights or delegate your obligations under this Agreement without the prior written consent of Jibo. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If you are licensing Products on behalf of the U.S. Government, they are classified as “Commercial Computer Products” and “Commercial Computer Documentation” developed at private expense, contain confidential information and trade secrets of Jibo and its licensors, and are subject to “Restricted Rights” as that term is defined in the Federal Acquisition Regulations. Contractor/Manufacturer is: Jibo (see Contact – Section 20, below).

Neither party will be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of nature or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

JIBO®, HE’S WIRED DIFFERENTLY™, and the Jibo logo are either registered trademarks or trademarks of Jibo, Inc. in the United States and other countries. Jibo's trademarks and trade dress may not be used in connection with any product or service that is not Jibo's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Jibo. All other trademarks not owned by Jibo that appear in any Products are the property of their respective owners and the use of such trademarks will inure to the benefit of the trademark owner, who may or may not be affiliated with, connected to, or sponsored by Jibo.

20. CONTACT; NOTICES

All notices to be given in connection with this Agreement will be effective upon receipt, must be made in writing, and will be sufficiently given if personally delivered or if sent by courier or certified mail, return receipt requested, addressed to Jibo as set out below, and to you at the address provided in the ordering documents whereby you purchased or obtained the Products. Either party may by such notice to the other change its notice address.

Jibo Notice Address:

Jibo, Inc.

Attention: Legal Department

230 Congress Street

Boston, MA 02110 USA

legal@jibo.com

Phone: +1 617 542 5426

[END OF AGREEMENT TEXT]