

## Aha Website Terms of Use

Welcome to Aha! We develop driver-friendly applications that help make drivers smarter by safely connecting them to the world around them when they are in their cars. These terms and conditions (“**Terms**”) govern your access to and use of Aha’s website, any information, text, graphics, or other materials appearing on the Site, and any services provided through the Site (collectively referred to as the “**Service**”). Your access to and use of the Service is expressly conditioned on your compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

Certain areas of the Service (and your access to or use of certain services or content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Service, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Service.

### Use of the Service

You may access and use the Service solely for your personal, noncommercial use. Except as expressly authorized hereunder, the Service may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior written authorization. We reserve the right to alter or discontinue the Service, in whole or in part, at any time in our sole discretion.

### Account Registration

In order to access, use or receive certain services, you may need to register and create an account (“**Account**”). In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

When creating an Account, you will be required to provide certain personal information about yourself and establish a username and a password. You agree to provide accurate, current and complete information about your Account.

### Privacy

See Aha’s Privacy Policy (<http://ahamobile.com/privacy>) for information and notices concerning Aha’s collection and use of your personal information.

### Shouts

You may post, upload, submit or otherwise transmit audio, text, graphics, information or other materials to be made available through the Service (“**Shouts**”). By uploading, posting, submitting or otherwise transmitting any Shouts through the Service, you hereby grant to Aha a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Shouts through or by means of the Service. Aha does not claim any ownership rights in any such Shouts and nothing in this Agreement will be deemed to restrict any rights that you may have to such Shouts. If you have an Account, you may delete any of your own recently made Shouts by logging into your Account through the Site.

You acknowledge and agree that you are solely responsible for all Shouts that you make available through the Service. Accordingly, you represent and warrant that: (i) you either are the owner of all Shouts that you make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to Aha the rights in such Shouts, as contemplated under this Agreement; and (ii) neither the Shouts nor your submission or transmittal of the Shouts or Aha’s use of the Shouts (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### General Prohibitions

You may not make or leave Shouts that:

- Violate this Agreement or the Aha Rules for Shouts (<http://ahamobile.com/ShoutPolicy>)
- Are advertisements or endorsements of a product or service;
- Are misdirected or inappropriate for the forum or category for which it was submitted;
- Are useless or of no value to others;
- Promote violence, hate, discrimination, or any illegal activities;

- Are defamatory, obscene, pornographic, vulgar or offensive;
- Are harassing, threatening or insulting to others;
- Violate the privacy, publicity, moral or any other proprietary right of others; or
- Are knowingly false or intended to mislead, confuse, or deceive others.

You also agree not to do any of the following while accessing or using the Service:

- Attempt to access or search the Service or download content from the Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Aha or other generally available third party web browsers;
- Access, tamper with, or use non-public areas of the Service, Aha's computer systems, or the technical delivery systems of Aha's providers;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We reserve the right at all times and for any reason to remove or refuse to distribute any Shouts you provide through the Service that violate these Terms. We also reserve the right to investigate and prosecute violations of any of the above, including Service security issues, and/or involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms. You acknowledge that Aha has no obligation to monitor your access to or use of the Service but has the right to do so for the purpose of operating the Service to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

#### **Copyright Notices and the Digital Millennium Copyright Act**

Aha respects the intellectual property rights of others and expects users of the Service to do the same. At Aha's discretion and in appropriate circumstances, Aha may terminate the Accounts of users or prevent access to the Service by users who infringe the intellectual property rights of others. Filing a notice of infringement with Aha requires compliance with the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. Aha's designated agent for notice of alleged copyright infringement appearing through the Service is:

Aha Mobile, Inc.  
 3340 Hillview Ave.,  
 Palo Alto, CA 94304  
 Email: [legal@ahamobile.com](mailto:legal@ahamobile.com)

#### **Ownership**

The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Aha and its licensors exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding Aha or the Service ("**Feedback**") will be the sole and exclusive property of Aha and you hereby irrevocably assign to Aha all of your right, title and interest in and to all Feedback.

#### **Third Party Services**

The Service contains Content provided by third party services and resources ("**Third Party Services**"). You acknowledge and agree that Aha is not responsible or liable for: (i) the availability or accuracy of such Third Party Services; or (ii) the content, products, or services available on or through such Third Party Services. The availability of such Third Party Services does not imply any endorsement by Aha of such Third Party Services or the content, products, or services available therefrom. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third Party Services.

#### **Termination**

If you breach any of these Terms, Aha will have the right to suspend, disable or terminate your access to or use of the Service, at its sole discretion and without prior notice to you. Aha will not be liable to you or any third party for termination of your access or use of the Service. Any suspension or termination will not affect your obligations

to Aha under these Terms (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

### **Disclaimers**

You understand and agree that the Service is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, AHA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Aha makes no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Aha makes no warranty regarding the quality of any products, services or content provided through the Service or the accuracy, timeliness, truthfulness, completeness or reliability of any content provided through the Service. No advice or information, whether oral or written, obtained from Aha or through the Service will create any warranty not expressly made herein.

### **Indemnity**

You agree to defend, indemnify, and hold Aha, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AHA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT AHA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **General**

These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. The failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of these Terms will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. These Terms are the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Aha have executed a separate agreement.

### **Modification**

Aha reserves the right, at its sole discretion, to modify, discontinue or terminate the Service or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. By continuing to access or use the Service after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Terms. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Service.

**Contacting Us**

If you have any questions about these Terms, please contact us at [legal@ahamobile.com](mailto:legal@ahamobile.com).

*Effective August 4, 2009*