

CAMMIO VIDEO PITCH - USER AGREEMENT AND TERMS

1. Introduction

1.1. Purpose

Our mission is to help job candidates add personality to their CV and help them advance their career opportunities with a 30-second video pitch. Our services provided as Cammio video pitch are made available to recruiters and candidates through our websites www.cammio.com and www.howtovideointerview.com.

1.2. Agreement

When you use our Services, you are entering into a legal agreement and you agree to all of these terms. You also agree to our Privacy Policy (as part of this agreement), which covers how we collect, use, share, and store your personal information.

You agree that by using our services to create a video pitch or invite others to create a video pitch, you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

1.3. Use of our services

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by others through your public video pitch link. You should only provide Content that you are comfortable sharing with others under these Terms. You may use the Services only if you can form a binding contract with Cammio and are not a person barred from receiving services under the laws of the Netherlands or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

1.4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

2. Privacy Policy

2.1. Data Controllers

The personal information provided to or collected by our Services is controlled by Cammio BV, Lange Houtstraat 13, 2511 CV in The Hague, The Netherlands. **If you have any concern about providing information to us or having such information displayed on our Services or otherwise used in any manner permitted in this Privacy Policy and the User Agreement, you should not visit our websites, apps or otherwise use our Services.**

Our Services are a dynamic, innovative environment, which means we are always seeking to improve the Services we offer you. We often introduce new features, some of which may result in the collection of new information. Furthermore, new partnerships or corporate acquisitions may result in new features, and we may potentially collect new types of information. If we start collecting substantially new types of personal information and materially change how we handle your data, we will modify this Privacy Policy.

2.2. Data collection

We collect your personal information in the following ways:

To create a video pitch on Cammio, you must provide us with your name, email address and/or mobile number, and agree to our User Agreement, which governs how we treat your information. You may provide additional information in your video pitch to help you present yourself. You understand that, by using the Cammio video pitch, we and others will be able to identify you.

We collect information when you visit our Services or use our mobile applications. We collect information when you use our websites, applications, our platform technology or other Services.

We collect information from the devices and networks that you use to access our Services.

When you visit or leave our Services by clicking a hyperlink or when you view a third-party site that includes our plugin or cookies (or similar technology), we automatically receive the URL of the site from which you came or the

one to which you are directed. We also receive the internet protocol (“IP”) address of your computer or the proxy server that you use to access the web, your computer operating system details, your type of web browser, your mobile device (including your mobile device identifier provided by your mobile device operating system), your mobile operating system (if you are accessing Cammio using a mobile device), and the name of your ISP or your mobile carrier. Most mobile devices allow you to prevent real time location data being sent to us, and of course we will honor your settings.

In the case of our Android apps, you will be provided notice of the types of data (e.g. location) that will be sent to us.

2.3. Compliance with Legal Process and Other Disclosures

It is possible that we may need to disclose personal information, profile information, or information about your activities when required by law, subpoena, or other legal process, or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce the User Agreement, investigate and defend ourselves against any third-party claims or allegations, or protect the security or integrity of our Service; or (3) exercise or protect the rights, property, or safety of Cammio, our personnel, or others. We attempt to notify users about legal demands for their personal information when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. In light of our principles, we may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but do not commit to challenge every demand.

2.4. Rights to Access, Correct, or Delete Your Information,

You have a right to (1) access, modify, correct, or delete your personal information controlled by Cammio regarding your video pitch, (2) change or remove your content, and (3) close your account. Residents of the European Economic Area and Switzerland have a right of access to their data.

If you wish to access such data, please send a certified letter to the listed address with a copy of your passport or national identity card (for identity verification purposes) and the same will be provided to you. There may be a charge for such a request (which will not be higher than applicable law permits). European Economic Area and Switzerland residents also have a right, if their personal data is inaccurate, of rectification, erasure or blocking of such inaccurate personal data. If your personal data is inaccurate, you may alternatively request Cammio to rectify, erase or block the data by sending a certified letter, with a copy of your passport or national identity card (for identity verification purposes), to the above address with the exact nature of the requested action..

2.5. Data Retention

We will keep your video pitch available for 30 days and a maximum of 100 views. After that we may keep certain information even after you video pitch expires to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this agreement.

2.6. Security

Cammio has security measures in place to protect the loss, misuse and alteration of the information under Cammio’s control. Cammio uses SSL encryption, access control policies, anti-virus programs and firewalls to protect information under our control. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. In addition, please note that emails, messages sent via your web browser, and other similar means of communication with other users are not encrypted. We strongly advise you not to communicate any confidential information through these means. Therefore, while we strive to protect your information, we cannot guarantee its security.

3. Cammio “DOs” and “DON”Ts.”

3.1. Do’s. You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- The video pitch that you create can be publicly accessed for a period of 30 days and a maximum of 100 views;
- Use the Services in a professional manner.

3.2. Don'ts. You agree that you will not:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;

- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, or any personally identifiable information for which there is not a field provided by Cammio);
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create a Cammio video pitch using a false identity;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a Cammio video pitch for anyone other than yourself (a real person);
- Invite people you do not know to create a Cammio video pitch;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others);
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of Cammio, including, without limitation, using the word “Cammio” or our logos in any business name, email, or URL;
- Send invitations from Cammio video pitch to people who don't know you or who are unlikely to recognize you as a known contact;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create or ask to create content that promotes escort services or prostitution.
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy or use the information, content or data on Cammio in connection with a competitive service (as determined by Cammio);
- Copy, modify or create derivative works of Cammio, the Services or any related technology (except as expressly authorized by Cammio);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Cammio without our express consent;
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Sell, sponsor, or otherwise monetize Cammio video pitch or any other feature of the Services, without Cammio's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from Cammio without the consent of Cammio;
- Share or disclose information of others without their express consent;
- Use bots or other automated methods to access the Services, send invitations or create a video;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by Cammio, such as its mobile applications, cammio.com and howtovideointerview.com;
- Override any security feature of the Services;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or

4. Rights and Limits

4.1. The Services are Available "AS-IS"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CAMMIO DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Cammio makes no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or

error-free basis. No advice or information, whether oral or written, obtained from Cammio or through the Services, will create any warranty not expressly made herein.

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted. We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you. Cammio is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

4.2. Limits

Cammio reserves the right to limit your use of the Services, including the number of invitations and video pitches. Cammio reserves the right to restrict, suspend, or terminate your use of our Services if we believe that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts). Cammio reserves all of its intellectual property rights in the Services.

5. Disclaimer and Limit of Liability

5.1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, CAMMIO (AND THOSE THAT CAMMIO WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

5.2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS CAMMIO HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), CAMMIO (AND THOSE THAT CAMMIO WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND CAMMIO AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF CAMMIO HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

6. Dispute Resolution

You agree that the laws of the Netherlands, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of The Netherlands, and we each agree to personal jurisdiction in those courts.

7. General Terms

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Agreement, that does not mean that Cammio has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or use of Services) to anyone without

our consent. However, you agree that Cammio may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement. We reserve the right to change the terms of this Agreement.

8. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties.

9. How To Contact Us

If you want to send us notices or service of process, please contact us:

OR BY MAIL at: freemium@cammio.com

For Members outside the United States:

Cammio BV
Attn: Agreement Matters (Legal)
Lange Houtstraat 13,
2511 CV, The Hague
The Netherlands

Dated: January 1, 2015