

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (“Terms of Use”) apply to your use of (i) the Duckietown website found at www.duckietown.org (the “Site”) which is owned and operated by Duckietown, Inc. (“Duckietown”, “we,” or “us”); and (ii) any services, software, documentation, and other features made available by Duckietown through the Site (the “Features”). In these Terms of Use, “user” or “you” means any user of the Site and/or the Services.

These terms are effective as of August 2, 2018. Duckietown may update or revise these Terms of Use from time to time. You agree that you will review these Terms of Use periodically. If you do not agree to the terms of these Terms of Use or any modified version of thereof, your sole recourse is to terminate your use of the Site, in which case you will no longer have access to Your Profile (as defined below). Except as otherwise expressly stated by Duckietown, any use of the Site and the Services is subject to the version of these Terms of Use in effect at the time of use. If you do not agree with these Terms of Use, you do not have permission to use the Site or the Features.

1. Use of Website.

You may view, download for caching purposes only, and print pages from the Site for your own personal use, subject to these Terms and Use.

You are expressly prohibited from:

- Re-publishing material from this Site (including re-publication on another website) without Duckietown’s express written consent;
- Selling, renting, sub-licensing, or otherwise disseminating material from the Site in exchange for compensation, whether monetary or otherwise;
- Displaying any material from the Site in public without Duckietown’s express written consent;
- Using, reproducing, duplicating, copying or otherwise exploiting material on this Site for a commercial purpose;
- Using the Site in any way that causes, or which may cause, damage to the Site or impairment of the availability or accessibility of the Site;
- Using the Site in any way which is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- Using the Site 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;
- Conducting any systematic or automated data collection activities (including,

without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to the Site without Duckietown's express written consent; and

- Using the Site or the Features for any purposes related to marketing (even if such marketing is for a non-commercial purpose) without Duckietown's express written consent.

2. User Representations

(a) By accessing or using the Site or the Features or creating Your Profile, you are representing and warranting that (i) you agree to be bound by these Terms of Use; (ii) you are at least 18 years of age; (iii) you are not prohibited by law from accessing or using the Site and/or the Features; (iv) any information submitted by you with respect to Your Profile or your other use of the Site (your "User Content") does not contain text or images that are or may be construed to be defamatory, illegal or encouraging of illegal activities, pornographic, violent, obscene or abusive; (v) you agree that Duckietown may communicate with you electronically regarding security, privacy and administrative issues in connection with these Terms of Use or your use of the Site, Your Profile, and the Features; (vi) in the event Duckietown provides you with a user ID and password to enable you to access restricted areas of the Site or Site Features ("Restricted Access Information"), you shall ensure that the Restricted Access Information is kept confidential (vi) you are consenting to the terms of Duckietown Privacy Policy (<https://www.duckietown.org/about/privacy>), which is hereby incorporated by reference into these Terms of Use and governs the collection, use and disclosure of information gathered by or through the Site as well as the choices available to you regarding the collection and use of your personal information.

(b) You acknowledge and agree that you are solely responsible for maintaining the confidentiality of Your Profile, the activities associated therewith, and as applicable, the Restricted Access Information. You represent and warrant that Your Profile information will be accurate. In the event of any unauthorized use of Your Profile or Restricted Access Information and any other breach of security that you encounter, you must notify Duckietown immediately. Duckietown cannot and will not be responsible for any loss or damage arising from your failure to comply with these requirements or as a result of use or misuse of Your Profile or Restricted Access Information, either with or without your knowledge, whether by you or a third party, to the extent permissible under applicable law. You acknowledge that Your Profile may not be accessed by anyone other than you or transferred to any other person and you are expressly prohibited from using anyone else's Site profile or restricted access information. You are fully responsible for controlling access to Your Profile (and as applicable, the Restricted Access Information), the use thereof, and

the consequences of any possible misuse.

3. Intellectual Property Rights

(a) The Site and the Site Content (collectively, the “Duckietown IP”) are the sole and exclusive property of Duckietown (with the exception of materials where rights are specifically attributed to a third party), all rights reserved, and protected under U.S. and International copyright laws. For the purposes of these Terms of Use, “Site Content” means the photographs, text, ideas, concepts, treatments, formats, artwork, drawings, videos, audiovisual works, sound recordings, software code, reports, tables, charts, documentation, instructions, and/or similar materials that are submitted, posted, uploaded, embedded, displayed, distributed, communicated or otherwise added to the Site, excluding such materials where rights are specifically attributed to a third party. Except as we may specifically agree to in writing, no Duckietown IP may be used, copied, reproduced (including, without limitation, the copying, transmitting, or saving of digital files), displayed, distributed, modified, or used to create a derivative work. You will not (a) frame or embed the Duckietown IP or introduce any virus, worm, spyware, or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Duckietown IP or the operation of the Site; or (b) scrape, spider, use a robot or other automated means of any kind to access the Site Content. Any unauthorized use of Duckietown IP is a federal offense and will be prosecuted to the fullest extent of the law.

All trademarks, slogans, service marks, trade names, and trade dress appearing on the Duckietown IP are proprietary to Duckietown and/or our partners, affiliates, licensors or licensees. Duckietown may change the Site or delete or modify Site Content or the Features at any time, in any way, for any reason.

If you have any questions about copyrights or want to request permission to use any Duckietown IP, please contact us at info@duckietown.com.

(b) Your User Content is owned by you. However, by uploading your User Content to the Site or otherwise providing Duckietown with you Your User Content, you are granting Duckietown a non-exclusive, worldwide, irrevocable, royalty-free, perpetual license (i) to use, copy, reproduce (including, without limitation, the copying, transmitting, or saving of digital files), display, distribute in any existing or future media, modify, and create derivative works from, your User Content; and (ii) to sublicense any of the foregoing rights to any third party; and you are granting Duckietown to bring an action against any third party with respect to the infringement of Duckietown’s foregoing rights in your User Content. It is your responsibility to safeguard your intellectual property rights with respect to your User Content. Duckietown cannot and does not assume any liability relating to Your Content and the subject matter thereof. You agree to indemnify, defend, and hold harmless Duckietown, and its affiliates, partners, licensees and assignees from and against any infringement claims relating to your User Content, whether asserted by

you or a third party. Duckietown reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any User Content or block any user's access to the Site and/or the Features for any reason whatsoever.

4. Links to Third Parties

The Site may have links to websites owned by advertisers and other third parties (the "Linked Sites"). Duckietown does not control or monitor the Linked Sites and shall not be responsible for any materials, information, or content posted on the Linked Sites. The inclusion of the Linked Sites on the Site does not imply any endorsement or sponsorship by Duckietown of the Linked Sites. You are solely responsible for your access to the Linked Sites and any interactions and transactions you engage in as a result of such access.

5. Disclaimers, Indemnification, and Limitation of Liability

(a) DISCLAIMERS

SUBJECT TO APPLICABLE LAW, THE SITE, THE FEATURES, THE SITE CONTENT, AND CONTENT OTHERWISE RELATED IN ANY WAY TO THE SITE OR ANY THIRD PARTY SITES OR SERVICES LINKED TO OR FROM THE SITE, ARE PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SUBJECT TO APPLICABLE LAW, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SITE OR ANY SITE CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVERS THAT MAKE THE SITE CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT YOUR PROFILE OR YOUR USER CONTENT (INCLUDING INPUTTED ISBN CODES) WILL NOT BE ACCIDENTALLY DELETED OR OTHERWISE LOST AS A RESULT OF ANY OF THE FOREGOING. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF HARM SUSTAINED BY YOU OR YOUR PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM YOUR USE OF THE SITE, THE SITE CONTENT, OR THE SITE FEATURES. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY SITE CONTENT OR FEATURES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO SITE CONTENT, FEATURES AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. PLEASE NOTE, HOWEVER, THAT

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, IN PARTICULAR THE LEGAL WARRANTY FOR LATENT DEFECTS FOR USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS.

Reliance on Site Content or any information appearing on the Site is strictly at your own risk.

(b) LIMITATION OF LIABILITY

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR GROUP UNDERTAKINGS, OUR AND OUR GROUP UNDERTAKINGS' PARTNERS, LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SITE, THE SITE CONTENT, AND/OR THE FEATURES, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE, THE SITE CONTENT, AND/OR THE FEATURES. MOREOVER, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

SUBJECT TO APPLICABLE LAW, DUCKIETOWN MAY, IN ANY WAY, AT ANY TIME, FOR ANY REASON OR FOR NO REASON, WITHOUT LIABILITY (A) TERMINATE YOUR FURTHER ACCESS TO THE SITE; (B) CHANGE THE DUCKIETOWN IP, INCLUDING, BUT NOT LIMITED TO, THE SITE CONTENT AND FEATURES; (C) DELETE SITE CONTENT OR FEATURES; OR (D) CHANGE THE USER PROFILE STRUCTURE.

NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY DUCKIETOWN WITH RESPECT TO (A) THE QUALITY OF YOUR USER EXPERIENCE; (B) YOUR ABILITY TO UNDERSTAND AND USE USE SITE CONTENT AND/OR FEATURES, INCLUDING, WITHOUT LIMITATION, THE BUILDING OR PROGRAMMING OF AN OPERATIONAL ROBOT, AND (C) YOUR PARTICIPATION

IN THE ROBOTICS ACTIVITIES PROMULGATED BY DUCKIETOWN. IN NO EVENT SHALL DUCKIETOWN BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES TO PROPERTY OR LIFE WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE USE OR MISUSE OF THE SITE, THE SITE CONTENT, AND/OR THE FEATURES. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DUCKIETOWN, AND ITS AFFILIATES, PARTNERS, LICENSORS (INCLUDING, NOT LIMITED TO, DUCKIETOWN FOUNDATION US, INC., DUCKIEWORKS AG), LICENSEES, AND ASSIGNEES FROM AND AGAINST ANY LOSSES, DAMAGES, AND CLAIMS DIRECTLY OR INDIRECTLY RELATING TO OR RESULTING FROM YOUR USE OF SITE CONTENT, INCLUDING THE FEATURES, OR FROM YOUR BREACH OF THESE TERMS OF USE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 5 AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Termination.

You may terminate these Terms of Use at any time by discontinuing use of the Site, contacting Duckietown at info@duckietown.com or, in the case of terminating your access to Your Profile, electing to cancel Your Profile and discontinuing use of the Site and the Features. Duckietown may immediately terminate these Terms of Use (including terminating your access to Your Profile and, if applicable, disabling your Restricted Access Information) in its sole discretion including, without limitation, if you breach or fail to comply with any material term or provision of these Terms of Use.

Upon termination, you must cease use of the Site, Features and Site Content. In the interest of maximizing the Site's speed and functioning, Your Profile, if any, may be deleted.

Duckietown has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of your access to the Site, the Site Content and the Features, at our sole discretion, and you may be reported to appropriate law-enforcement agencies.

7. Jurisdictional and Venue Issues; Governing Law.

(a) Subject to the requirements of applicable consumer rights and other laws, you agree that any action at law or in equity arising out of or relating to these Terms of Use, the Site, the Site Content, or the Features shall be filed, and that venue properly lies, only in state or federal courts located in the Commonwealth of Massachusetts, United States of America, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Duckietown makes no representation that the Site Content is appropriate or available for use in any particular location. Those who choose to access the Site or



use the Features do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

(b) Subject to the requirements of applicable consumer rights and other laws, these Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States of America, without giving effect to any principles of conflicts of law. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

(c) No waiver of any provision of any term of these Terms of Use by Duckietown shall be deemed a further or continuing waiver of such provision or any other provision, and Duckietown's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITE, THE SITE CONTENT, AND/OR THE FEATURES MUST COMMENCE WITHIN ONE (1) YEAR (OR THE MINIMUM REQUIRED PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

8. Amendment. Subject to applicable law, Duckietown may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof) at any time, for any reason or for no reason. If Duckietown makes a material amendment to these Terms of Use, we will notify you by posting notice of such amendment, including the effective date thereof, on the Site.