

smartAR Marks Usage Agreement

Last updated: 1st August 2019

This smartAR Marks Usage Agreement (“Agreement”) sets out the legal terms governing your ability to use the smartAR name, logo, and other registered or unregistered smartAR trademarks and service marks owned by smartAR and its affiliates (“smartAR Marks”) to let your customers know that smartAR (“we”, “us”, “our”) provides services for your business. A list of the smartAR Marks available will be made available upon request. This Agreement supplements, and is governed by, your agreement with smartAR for the use of Services provided by the [smartAR Payment Page Agreement](#) unless we agree to substitute a different agreement. Terms used but not defined in this Agreement, such as “smartAR” and “Services”, have the meanings given in the smartAR Payment Page Agreement.

You may not use any smartAR Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement.

1. Permission to Use smartAR Marks

smartAR Marks are important assets of smartAR’s business and are protected by NZ and international laws. You are licensed to use the smartAR Marks as described in this Agreement on a non-exclusive, non-transferable basis on websites or applications that utilize the Services (as defined in the smartAR Payment Page Agreement). However, your use is subject to the terms set out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the Services. Upon termination of the license, you agree to promptly remove any smartAR Marks from any websites or applications, or other material within a reasonable time.

2. Proper Use of smartAR Marks

Proper Use: You may only use the smartAR Marks on the portion of your website or application that directly relates to the Services, such as on a web page linking to a hosted payment page. All smartAR Marks should directly link to our homepage at www.smartar.com Where only the smartAR name or logo is used, as opposed to the “Powered by smartAR” we ask that you provide proper trademark attribution crediting ownership of the smartAR Marks to us, such as:

The smartAR name and logos are trademarks or service marks of smartAR or its affiliates in the NZ and other countries. Other names may be trademarks of their respective owners.

Brand Guidelines: We may also provide you with style or usage guidelines describing such things as size, colour, or relative placement of smartAR Marks. You may only use the smartAR Marks consistent with those guidelines except where we expressly agree otherwise with you in writing. You

will update your use of the smartAR Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

Attribution: The TM Symbol should be prominently displayed in conjunction with any smartAR Mark being used, unless otherwise directed by us to use the ® symbol. All smartAR Marks used should directly hyperlink to the smartAR home page located at www.smartar.com

3. Impermissible Uses of smartAR Marks

You may not display, copy, modify, transmit or otherwise use the smartAR Marks except as described in this Agreement, the guidelines, or otherwise agreed in writing by smartAR. You may not use the smartAR Marks to show smartAR or the Services in any disparaging or derogatory light, or in any way that may be damaging to our brand or to our interests in the smartAR Marks.

You may not use the smartAR Marks to imply endorsement by smartAR of your products or services, or in a manner that causes customer confusion. You may not misrepresent your relationship with smartAR, or use the smartAR Marks in any manner that is misleading. You may not use the smartAR Marks in relation to goods or services that are unrelated to the Services. In addition to any other right that we may have to enforce the terms of this Agreement, you must promptly comply with any request that we make for you to cease a use of the smartAR Marks that we determine is non-compliant with this paragraph.

In addition to protecting the smartAR Marks, it is important to us that you maintain an independent brand. Even where use of smartAR Marks is permitted, we suggest that you prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of smartAR's. For example, "Credit Professionals *powered by smartAR*" are acceptable and emphasize your brand; but "smartAR Credit Professionals" is unacceptable and emphasize the smartAR Marks. You may not use the smartAR Marks or any confusingly similar name or trademark with your product, service, company, or domain name. For instance, you may not use names like "smartAR Business Services", "smartAR for Platforms" or domains like "getsmartAR.com."

4. No Warranties

As part of this Agreement, we do not make any representations regarding your use of smartAR Marks. We disclaim all warranties, express and implied, including any warranties of non-infringement.

5. Your Liability For Third-Party Claims

You will indemnify smartAR, its affiliates, and their respective employees and agents (each a "smartAR Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a smartAR Entity that results from your impermissible use of any smartAR Marks, as described in Section 3 above, including any third party Claims based on trademark or copyright infringement, dilution, passing off, counterfeiting, or unfair competition. You will

also responsible for, and will fully reimburse the smartAR Entities for, any liability incurred by the smartAR Entities in connection with such Claims.

You will fully cooperate with the smartAR Entities by providing reasonable assistance, authority, information, and resources where applicable, in order to assist with the defence of the Claims described in the previous paragraph. You recognize smartAR's authority to control any defenses or responses against any such Claims, and you agree to cooperate with any smartAR Entity that wishes to assert such authority.

6. Contacting Us

If you have any questions about this Agreement, please don't hesitate to contact us at contact@smartar.com

7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the smartAR Marks. We may terminate this Agreement at any time upon notice to you. You may not transfer this Agreement to any third party. This Agreement is governed by the laws and dispute provisions specified in the Services Agreement, which are incorporated into this Agreement by reference. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.