

Terms of Use

(effective ~~June~~ April 1, 2014~~3~~)

Lytro, Inc. (“Lytro,” “we,” or “us”) operates Lytro.com and associated sites and mobile applications (collectively, “Lytro.com”). Please read these Terms of Use carefully. They govern your access to and use of Lytro.com, its content, and the services offered on or through it. These Terms of Use constitute a binding legal agreement between you and us.

YOUR ACCESS OR USE OF OUR WEBSITE MEANS THAT YOU HAVE READ AND YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU ACCESS OR USE OUR WEBSITE ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY, AND THESE TERMS OF USE ARE THE AGREEMENT OF SUCH ENTITY. IN THAT EVENT, “YOU,” “YOUR,” “VISITOR,” AND “USER” REFER TO THAT ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE OUR WEBSITE AND ITS CONTENT AND SERVICES.

Purchases on Lytro.com are subject to our [Terms of Sale](#), which are incorporated into these Terms of Use by this reference.

Eligibility

We invite users and visitors to Lytro.com.

Users

Users are those of our customers registered to use Lytro.com. Users may, subject to these Terms of Use, (1) create and maintain their own picture gallery where they can upload, store, display, and share their pictures taken with the Lytro camera (which we call “living pictures”), (2) view other users’ living pictures, and (3) use other services which we may provide to Lytro.com users. To be a user, you must be at least 18 years old and legally capable of entering into this contract by yourself. When creating your account, you must provide true, accurate and complete information. You may not let others use your account, or sell or otherwise transfer your account. You are responsible for maintaining the confidentiality of your password and for all activities that occur under your account. If you discover that the security of your account has been compromised, you must notify us as soon as possible by contacting us through <http://www.lytro.com/support>.

Visitors

Visitors may, subject to these Terms of Use, access and browse Lytro.com and use the other Lytro.com services provided to visitors, such as viewing, commenting on, and sharing others’ living pictures. Visitors may, but are not required to, give us their email address. If you do so, you agree that the email address you provide is valid and yours.

You must be at least 13 years old to post comments on Lytro.com and to give us your email address or any other personally identifiable information about you. If you are under 13, please do not give us any information about yourself, including your name, address, or email address. If we discover that a child under 13 has provided us with personally identifiable information, we will delete such information from our files.

Privacy

Our [Privacy Policy](#) and [Cookie Policy](#) describe how we collect, use, and disclose information we receive from users and visitors. By visiting or using Lytro.com, you agree to the practices described in them. ~~If you have provided us with your contact information, we can use it to communicate with you. You may unsubscribe from marketing and research communications by following the directions in them.~~

Our Light Field Picture Player

To enjoy the capabilities of living pictures online, we provide you with our light field picture player. We have intellectual property rights in the light field picture player, and you may use it (1) subject to these Terms of Use, and (2) solely to enjoy the Lytro.com functionality and services offered by us. If you would like to modify, adapt or use our light field picture player for any other purpose, you must first obtain our written consent, which we are free to condition or withhold at our discretion. If you post or embed living pictures on your website, you may not modify, build upon, or block any portion or functionality of our light field picture player, including but not limited to links back to Lytro.com.

Our light field picture player and other software included with the Lytro camera and Lytro desktop application are subject to the [Lytro, Inc. Software License Agreement](#).

Content

Lytro.com contains both Lytro content and user content. The content on Lytro.com and any authorized copies are licensed, not sold. Such content is protected by copyright laws and, if applicable, by international treaties.

Lytro Content

Lytro content is the content posted by us on Lytro.com; it does not include content submitted by any other Lytro.com user. It may include, for example, living pictures, photos, videos, text, graphics, and other materials we post from time to time. We reserve the right to update or remove any Lytro content published on Lytro.com. We are under no obligation to keep the Lytro content up to date. Subject to your compliance with these Terms of Use, we authorize you to:

- View the Lytro content on Lytro.com;
- ~~Modify and create derivative works~~ Utilize the [light field functionality](#) of Lytro content by using our light field picture player or another player approved by us. ~~If you embed our living pictures on your website, you may permit users of your website to modify or create derivative works of the pictures by using our light field picture player or another player approved by us.~~ You may create ~~other~~ modifications or derivative works and print Lytro content for your personal use. Modifications, derivative works and printing for non-personal use (for example, commercial or political) require our explicit prior consent.
- Copy, transmit, distribute, upload, embed, or display Lytro content, provided that if you do so for non-personal purposes (for example, commercial or political) you must preserve and include all copyright, trademark, service mark, attribution, and other proprietary rights notices displayed on or with such Lytro content.
- You may never do any of the things allowed by this license if your act, as determined by us: (1) is otherwise unlawful or in violation of any court or administrative order; (2) is harmful to anyone else; or (3) suggests we promote or endorse your, or any third party's, causes, ideas, websites, products, or services.

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User Content

User content is the content posted on Lytro.com by our users and visitors. It includes users' living pictures, users' and visitors' comments to living pictures and to other content on Lytro.com, and any other materials posted by users or visitors on Lytro.com. Users may upload living pictures on Lytro.com as "public" or "unlisted." Public pictures can be viewed and shared by all Lytro.com visitors and users and are searchable on Lytro.com and by third-party search engines such as Google. Unlisted pictures can be viewed and shared by the user who uploaded them and by others who know the link to the pictures. The

recipients of a link from the user can further forward it or publicly post it. Anyone who knows the link is able to access the unlisted pictures on Lytro.com and can further “like” or share them on third-party sites such as Facebook. Unlisted pictures exposed in this way may show up in search indices and become easily discoverable by people who do not have the link to them. As such, the privacy of unlisted pictures is not in our control, and users should take reasonable precautions with posting and sharing their pictures.

We expect our users and visitors to act responsibly, respectfully, and lawfully on Lytro.com. You agree not to post on Lytro.com content that, or the act of posting of which: (1) is unlawful, obscene, pornographic, violent, defamatory, fraudulent, harassing, or harmful to others; (2) violates the rights, including intellectual property rights, or the privacy of any other person; (3) incites or furthers criminal or unlawful acts; (4) constitutes hate speech or a personal attack; (5) contains viruses or other features that can harm Lytro.com or other property; or (6) which may otherwise expose us or our users or visitors to liability. We reserve the right to review any user content and determine, in our discretion, whether it violates these Terms of Use. However, we assume no obligation to do so and have no responsibility for user content on Lytro.com. ~~To report user content, you may contact us through <http://www.lytro.com/support>.~~

We do not claim ownership of your living pictures; they are yours. To enable us to operate Lytro.com and provide its services and functionality, with respect to content that you submit to Lytro.com you grant us a non-exclusive, fully-paid, royalty-free, worldwide, sublicensable and transferable license to:

- Copy, store, display, and distribute such content;
- ~~Modify and create derivative works~~ Utilize the light field functionality of such content by using our light field picture player or another player approved by us. ~~We may allow our users and visitors to create other modifications or derivative works and print your content for their personal use;~~
- ~~Transmit copies of such content to, and embed and display such content on,~~ To the extent this functionality is enabled by you, share such content on other websites and applications, including our social channels such as Facebook and Twitter;
- Display the Lytro trademark with such content; and
- Display and feature in public areas of Lytro.com, at our discretion, certain of your public living pictures selected by us.

With respect to user content on Lytro.com that has not been uploaded by you, we grant you the following non-exclusive, fully-paid, royalty-free, worldwide, revocable, personal license to:

- View such content;
- ~~Modify and create derivative works~~ Utilize the light field functionality of such content, but only by using our light field picture player on Lytro.com or another player approved by us; ~~and~~
- ~~If you embed such content on your website, subject to your compliance with these Terms of Use, you may permit users of your website to modify or create derivative works of such content by using our light field picture player or another player approved by us. You may create other modifications or derivative works and print other users' content for your personal use. Modifications and derivative works for non-personal use (for example, commercial or political) require the content owner's consent; and~~
- ~~Transmit copies of such content to, and embed and display such content on, other websites from Lytro.com, so long as you (1) do so for personal use only, and (2) preserve and include all copyright, trademark, service mark, and other proprietary rights notices.~~ To the extent this functionality is enabled by the account owner, share such content on other websites and applications.
- If you would like to ~~commercially otherwise~~ use any users' living pictures posted on Lytro.com, please contact the user directly to obtain their consent. See also “Conduct” below, which prohibits commercial use of Lytro.com without our permission.

If your jurisdiction recognizes “moral rights” in copyright works, you agree to waive (or, if waiver is not possible, not assert) such moral rights against us and Lytro.com users and visitors with respect to conduct authorized by the licenses above.

We reserve the right to refuse to post or to remove or delete any user content on Lytro.com, at our discretion and with or without notice. When you delete your living pictures from Lytro.com, we will remove them from your account view and other public areas on Lytro.com as soon as possible, and in any event within 48 hours unless there are unforeseen circumstances. Residual copies may remain on our servers for up to 90 days. After such period, we may retain copies only if there is a pending legal issue with such content or if we are otherwise required by law, regulation, or legal process.

You represent and warrant that: (1) you own the content that you post on Lytro.com or otherwise have the right to post it on Lytro.com and grant the above licenses with respect to such content; (2) your posting of any content on Lytro.com does not violate any law, regulation, court or administrative order, or the rights of any third party; and (3) your posting of any content on Lytro.com does not breach any contract between you and a third party.

We provide a venue where our users and visitors can display, enjoy, and share living pictures. However, we are not a storage or backup service and do not guarantee uninterrupted service or that user content will remain on Lytro.com (see “Termination” and “Disclaimer” below). We recommend that you make backup copies of your content on a regular basis. We reserve the right to impose, from time to time, limitations on users’ accounts such as, for example, number of accounts per user, amount of free storage, or limitations on the number of pictures in your account.

Conduct

We provide Lytro.com for our users’ and visitors’ personal use. Any non-personal use (for example, commercial or political) requires our prior consent, which we may condition or withhold at our discretion.

You may use Lytro.com only to benefit from its intended services and functionality and in compliance with these Terms of Use and applicable laws and regulations. Conduct that is harmful to us or others or that disrupts Lytro.com or its use by others is prohibited. Below we include several examples of prohibited conduct on Lytro.com:

- Accessing, tampering with, or using other users’ accounts or any non-public areas of Lytro.com, Lytro’s computer systems, or the technical delivery systems of Lytro’s providers;
- Unauthorized monitoring of data or traffic on Lytro.com, Lytro’s computer systems, or the technical delivery systems of Lytro’s providers;
- Probing, scanning, or testing the vulnerability of any Lytro system or network, or breaching any security or authentication measures;
- Circumventing any technological measure that protects Lytro.com;
- Removing any Lytro digital or software identifying tags, whether embedded or otherwise or whether visible or hidden;
- Attempting to access or search Lytro.com, or downloading content from Lytro.com through any means other than the software provided by Lytro or other generally available third party web browsers (for example, Microsoft Internet Explorer, Mozilla Firefox, or Safari) or public search engines (for example, Google);
- Sending or posting any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation;
- Using any meta tags or other hidden text or metadata utilizing a Lytro trademark, logo, URL, or product name without our prior consent;
- Forging any TCP/IP packet header or any part of the header information in any email, or in any way using Lytro.com or Lytro’s systems to send altered, deceptive, or false source-identifying information;
- Attempting to decipher, decompile, disassemble, or reverse engineer (except as permitted by law) any of the software used to provide Lytro.com and its content and services;

- Interfering with the access of any user, host, or network, including, without limitation, sending a virus, or overloading, flooding, spamming, or mail-bombing Lytro.com;
- Collecting, using or storing any personally identifiable information from Lytro.com users or visitors without their express informed consent;
- Impersonating or misrepresenting your affiliation with others;
- Encouraging or enabling others to do any of the foregoing.

You acknowledge that we have the right to monitor your access to and use of Lytro.com to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. However, we do not undertake to do so or to enforce violations by others of these Terms of Use with respect to your content or otherwise, and, to the maximum extent permitted by law, we will not have any liability to you for our failure to prevent, cease, or remedy such violations.

Intellectual Property Policy

We respect the intellectual property rights of others and expect you to do the same. If you believe that a third party infringes your copyright or other intellectual property rights on Lytro.com, please provide us with a notice containing the following:

- A physical or electronic signature of the owner of the infringed right or of another person authorized to act on the owner's behalf;
- Identification of the copyrighted work or other intellectual property that you believe has been infringed; if multiple copyrighted works are covered by a single notice, a representative list of such works;
- A description of where the allegedly infringing material is located on Lytro.com;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- A statement by you that the information in the notice is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You can reach our designated agent for receipt of such notices as follows:

Copyright Agent
 Lytro, Inc.
 1300 Terra Bella Avenue
 Mountain View, CA 94043, USA
 Telephone: (650) 316-8888
 Facsimile: (650) 227-2251
 Email: copyright-agent@lytro.com

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

Links

Lytro.com may contain links to third-party websites or resources. We are not responsible or liable for the availability or accuracy of such websites or resources or for their content, privacy policies, products, or services. Links to such websites or resources do not imply any endorsement by us.

You may include links from your website to Lytro.com, so long as you (1) do not portray Lytro and our products and services in a false, misleading, or derogatory way and (2) do not suggest that we promote or endorse your, or any third party's, causes, ideas, web sites, products, or services.

Contributions

Lytro.com, our social media pages, and our email addresses may allow you to post or submit feedback, ideas, comments, and suggestions (collectively, "contributions"). Your submission of contributions to us is voluntary; your contributions are subject to the following terms: (1) you warrant that your contributions do not violate any confidentiality obligations that you may have to third parties and that they do not contain proprietary rights of third parties; (2) your contributions become the property of Lytro, and by posting them on Lytro.com you assign to Lytro all your rights in and to them and waive any "moral rights" with respect to them; (3) Lytro is free to disclose and use (or refuse to disclose or use) any contributions at its sole discretion; and (4) you are not entitled to any compensation or reimbursement of any kind under any circumstances. If you do not agree to these terms, please do not submit any contributions to us.

Modification

We reserve the right, at our discretion, to modify Lytro.com and any services provided on it or to modify these Terms of Use, at any time and without prior notice. We will notify you of any material changes to these Terms of Use by posting the new Terms of Use and a redline of the changes on our website. By continuing to access or use Lytro.com after we have posted a modification, you are indicating that you agree to be bound by the modified Terms of Use. If the modified Terms of Use are not acceptable to you, your only recourse is to cease visiting and using Lytro.com.

Termination

We may suspend or terminate your account or access to Lytro.com, or terminate or discontinue all or any part of Lytro.com, the services offered on it, or these Terms of Use, at our discretion, at any time, and without prior notice. Without limiting the foregoing, we reserve the right to terminate any account that has been inactive for a significant period of time, as determined at our discretion. You may terminate your account or stop using or visiting Lytro.com at any time. We will not be liable to you or any third party for termination of Lytro.com or termination of your use of it. Suspension or termination will not affect those of your obligations under the Terms of Use, which, by their sense and context, are intended to survive such suspension or termination.

Indemnification

You agree to indemnify and hold Lytro, its affiliates, and their respective officers, directors, employees, agents, licensors and service providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you post on Lytro.com, your violation of these Terms of Use or any law or regulation, or your violation of any rights of another.

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See the [Lytro, Inc. Software License Agreement](#) for the limitations of liability applicable to the software on and for the Lytro camera.

Export

You agree to comply fully with all applicable import, export and encryption laws including, U.S. import and export laws and regulations to ensure that the Lytro technology available on or through Lytro.com is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

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Controlling Law and Jurisdiction

These Terms of Use and any related action will be governed by the laws of the State of California, United States, without regard to conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Use will be the state and federal courts located in Santa Clara County, California, United States, and we and you waive any objection to this jurisdiction and venue.

Entire Agreement

From time to time, we may implement additional terms and conditions applicable to specific areas or services of Lytro.com or to particular content or transactions. These Terms of Use, the other documents referenced in these Terms of Use and such additional terms and conditions constitute the entire agreement between us and you regarding Lytro.com and its content and services. They supersede and replace all prior agreements between you and us regarding the same subject matter.

Assignment

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without our prior written consent. Any attempt to assign or transfer without our consent will be null and of no effect.

Notices

You consent to the use of electronic means to complete these Terms of Use and electronic records to store information related to these Terms of Use or your use of Lytro.com. Except as otherwise stated in these Terms of Use, any notices pursuant to these Terms of Use will be in writing and given: (1) by us via email (in each case to the address that you provide) or by posting on Lytro.com, or (2) by you to legal@lytro.com.

General

Our failure to enforce any right will not constitute a waiver of future enforcement of that right. The waiver of any such right will be effective only if in writing and signed by our duly authorized representative. Except as expressly stated in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If a court of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect. The parties have agreed that these Terms of Use and all documents relating thereto will be drawn up in English.

Contacting Us

If you have any questions about these Terms of Use, please contact us at legal@lytro.com.

Company Information

Lytro, Inc. is a corporation organized under the laws of the State of Delaware, USA, corporate number 4128437. Our headquarters are at 1300 Terra Bella Avenue, Mountain View, California 94043, USA.

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