

Fab Lab VR Terms of Use

LAST UPDATED: DECEMBER 1, 2017

YOU SHOULD CAREFULLY READ THE FOLLOWING FAB LAB VR TERMS OF USE AGREEMENT (THE “TERMS OF USE” OR “AGREEMENT”).

Welcome to Fab Lab Platform’s (“Fab Lab Platform”) Fab Lab VR® (the “Game”). The Game includes two components: (a) the software program along with any accompanying materials or documentation (collectively, the “Game Client”), and (b) Fab Lab Platform’s proprietary Fab Lab VR online service (the “Service”). Your use of the Service is subject to the FablabVR.com Terms of Use Agreement incorporated herein by this reference. You must accept the FAB LAB VR TOU (collectively, the “Fab Lab Platform Agreements”) prior to playing the Game.

The Game is available for use only by authorized end users in accordance with the terms of the Fab Lab Platform Agreements. Any use, reproduction, modification or distribution of the Game not expressly authorized by the terms of the Fab Lab Platform Agreements is expressly prohibited.

Grant of a Limited License to Use the Service

Subject to your agreement to and continuing compliance with the Fab Lab Platform Agreements, you may use the Service solely for your own non-commercial purposes by accessing it with an authorized, unmodified Game Client. You may not use the Service for any other purpose, or in connection with any other software.

Additional License Limitations.

The license granted to you is subject to the limitations set forth here (collectively, the “License Limitations”). Any use of the Service or the Game Client in violation of the License Limitations will be regarded as an infringement of Fab Lab Platform’s copyrights in and to the Game. You agree that you will not, under any circumstances:

A. use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the Fab Lab VR experience;

B. exploit the Game or any of its parts, including without limitation the Service, for any commercial purpose, including without limitation (a) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Fab Lab Platform; (b) for gathering in-game currency, items or resources for sale outside the Game; or (c) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;

C. use any unauthorized third-party software that intercepts, “mines,” or otherwise collects information from or through the Game or the Service, including without limitation any software that reads areas of RAM used by the Game to store information about a character or the game environment; provided, however, that Fab Lab Platform may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

D. modify or cause to be modified any files that are a part of the Game Client or the Service in any way not expressly authorized by Fab Lab Platform;

E. host, provide or develop matchmaking services for the Game or the Service, or intercept, emulate or redirect the communication protocols used by Fab Lab Platform in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;

F. facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; and (b) any connection using programs or tools not expressly approved by Fab Lab Platform;

G. violate any applicable law or regulation in connection with your use of the Game Client or the Service

H. disrupt or assist in the disruption of (i) any computer used to support the Service (each a “Server”); or (ii) any other player's Game experience. ANY ATTEMPT BY YOU TO DISRUPT THE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME CLIENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

Eligibility.

You represent that you are an adult in your country of residence. You agree to these Terms of Use on behalf of yourself and, at your discretion, for one (1) minor child for whom you are a parent or guardian and whom you have authorized to play the Game using the license granted to you.

Ownership.

All rights and title in and to the Service (including without limitation any user accounts, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, any related documentation, “applets,” transcripts of the chat rooms, character profile information, recordings of games) are owned by Fab Lab Platform or its licensors. The Game and the Service are protected by United States and international laws, and may contain certain licensed materials in which Fab Lab Platform’s licensors may enforce their rights in the event of any violation of this Agreement.

No Ownership Rights in Account.

NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT STORED OR HOSTED ON A FAB LAB PLATFORM SYSTEM, INCLUDING WITHOUT LIMITATION ANY FAB LAB VR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO SUCH ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF FAB LAB PLATFORM.

Account Suspension/Deletion.

FAB LAB PLATFORM MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY FAB LAB VR ACCOUNT AT ANY TIME FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms of Use.

Code of Conduct.

As with all things, your use of the Game is governed by certain rules. These rules (the “Fab Lab VR Code of Conduct”), maintained and enforced exclusively by Fab Lab Platform, must be adhered to by all players. It is your responsibility to know, understand and abide by this Fab Lab VR Code of Conduct. The following rules are not meant to be exhaustive, and Fab Lab Platform reserves the right to determine which conduct it considers to be outside the spirit of the Game

and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. Fab Lab Platform reserves the right to modify this Code of Conduct at any time.

A: Rules Related to Usernames and Fab Lab Designation.

Each user will either select a character name or allow the Service to automatically select a character name at random. Additionally, users may form "Labs" and such Labs will be required to choose a name for the Lab. When you choose a character name, create a Lab, or otherwise create a label that can be seen by other players using the Game or the Service, you must abide by the following guidelines as well as the rules of common decency. If Fab Lab Platform finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name, remove the label and corresponding chat room, and/or suspend or terminate your use of the Service. In particular, you may not use any name:

(i) Belonging to another person with the intent to impersonate that person, including without limitation a "Game Master" or any other employee or agent of Fab Lab Platform;

(ii) That incorporates vulgar language or which are otherwise offensive, defamatory, obscene, hateful, or racially, ethnically or otherwise objectionable;

(iii) Subject to the rights of any other person or entity without written authorization from that person or entity;

(iv) That belongs to a popular culture figure, celebrity, or media personality;

(v) That is, contains, or is substantially similar to a trademark or service mark, whether registered or not;

(vi) Belonging to any religious figure or deity;

(vii) Taken from Fab Lab Platform's Game products, including character names from the Game series of novels;

(viii) Related to drugs, sex, alcohol, or criminal activity;

(ix) Comprised of partial or complete sentence (e.g., "Inyourface", "Welopebeef", etc);

(x) Comprised of gibberish (e.g., "Asdfasdf", "Jjxccm", "Hvlldrm");

(xi) Referring to pop culture icons or personas (e.g. "Britneyspears", "Austinpowers", "Batman")

(xii) That utilizes "Leet" or "Dudespeak" (e.g., "Roflcopter", "xxnewbxx", "Roxxoryou")

(xiii) That incorporates titles. For purposes of this subsection, "titles" shall include without limitation 'rank' titles (e.g. , "CorporalTed," or "GeneralVlad"), monarchistic or fantasy titles (e.g., "KingMike", "LordSanchez"), and religious titles (e.g., "ThePope," or "Reverend AI"). You may not use a misspelling or an alternative spelling to circumvent the name restrictions listed above, nor can you have a "first" and "last" name that, when combined, violate the above name restrictions.

B. Rules Related to "Chat" and Interaction With Other Users. Communicating in-game with other Users and Fab Lab Platform representatives, whether by text, voice or any other method, is an integral part of the Game and the Service and is referred to here as "Chat." When engaging in Chat, you may not:

(i) Transmit or post any content or language which, in the sole and absolute discretion of Fab Lab Platform, is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;

(ii) Carry out any action with a disruptive effect, such as intentionally causing the Chat screen to scroll faster than other users are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of Chat;

(iii) Disrupt the normal flow of dialogue in Chat or otherwise act in a manner that negatively affects other users including without limitation posting commercial solicitations and/or advertisements for goods and services available outside of the Fab Lab VR universe;

(iv) Sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Chat area, including without limitation continuous advertisements to sell goods or services;

(v) Communicate or post any user's personal information in the Game, or on websites or forums related to the Game, except that a user may communicate his or her own personal information in a private message directed to a single user;

(vi) Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of the Game;

(vii) Participate in any action that, in the sole and absolute opinion of Fab Lab Platform, results or may result in an authorized user of the Game being "scammed" or

defrauded out of gold, weapons, armor, or any other items that user has earned through authorized game play in the Game;

(viii) Impersonate any real person, including without limitation any "game master" or any other Fab Lab Platform agent or employee, nor may you communicate in the Game in any way designed to make others believe that your message constitutes a server message or was otherwise posted by any Fab Lab Platform agent or employee.

C. Rules Related to Game Play. Game play is what Fab Lab VR is all about, and Fab Lab Platform strictly enforces the rules that govern game play. Fab Lab Platform considers most conduct to be part of the Game, and not harassment. Nonetheless, certain acts go beyond what is "fair" and are considered serious violations of these Terms of Use. Those acts include, but are not necessarily limited to, the following:

(i) Using or exploiting errors in design, features which have not been documented, and/or "program bugs" to gain access that is otherwise not available, or to obtain a competitive advantage over other players;

(ii) Conduct prohibited by the Terms of Use; and

(iii) Anything that Fab Lab Platform considers contrary to the "essence" of the Game.

Ownership/Selling of the Account or Virtual Items.

Fab Lab Platform does not recognize the transfer of Fab Lab VR Accounts (the "Account"). You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt shall be null and void. Fab Lab Platform owns, has licensed, or otherwise has rights to all of the content that appears in the Game. You agree that you have no right or title in or to any such content, including without limitation the virtual goods or currency appearing or originating in the Game, or any other attributes associated with any Account. Fab Lab Platform does not recognize any purported transfers of virtual property executed outside of the Game, or the purported sale, gift or trade in the "real world" of anything that appears or originates in the Game. Accordingly, you may not sell in-game items or currency for "real" money, or exchange those items or currency for value outside of the Game.

Changes to the Terms of Use or the Game.

Fab Lab Platform reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete, at any time, any of the terms and conditions of this Agreement, any feature of the Game or the Service, hours of availability, content, data, software or equipment

needed to access the Game or the Service, effective with or without prior notice; provided, however, that material changes to this Terms of Use Agreement will not be applied retroactively. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Game. Your continued use of the Game following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Fab Lab Platform may change, modify, suspend, or discontinue any aspect of the Game at any time. Fab Lab Platform may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability. The entire risk arising out of the use or performance of the Game (including without limitation the Game Client and manual(s)) remains with you, the user. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.

Termination.

This Agreement is effective until terminated. You may terminate this Agreement by deleting the Game Client and terminating all Fab Lab VR Accounts registered to you. In the event that you terminate or breach this Agreement, you will forfeit your right to any and all payments you may have made for pre-purchased game access to Fab Lab VR. You acknowledge and agree that you are not entitled to any refund for any amounts which were pre-paid prior to any termination of this Agreement. Fab Lab Platform may terminate this Agreement (and your access to the Game) with or without notice for any reason, or for no reason.

Warranty Disclaimer.

The entire risk arising out of the use or performance of the Game (including without limitation the Game Client and manual(s)) remains with you, the user. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.

Limitation of Liability.

IN NO EVENT SHALL FAB LAB PLATFORM, ITS PARENT, SUBSIDIARIES, LICENSORS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR OTHER CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE GAME OR THE SERVICE. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. In no event shall Fab Lab Platform's aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to Fab Lab Platform during the six (6) months immediately prior to the time such claim arose.

Indemnification.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FAB LAB PLATFORM, ITS PARENT, SUBSIDIARIES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF THE GAME AND/OR THE SERVICE.

Force Majeure.

Fab Lab Platform shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Fab Lab Platform, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Fab Lab Platform's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Acknowledgments.

You hereby acknowledge and agree that:

A. WHEN RUNNING, THE GAME MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) AND/OR CPU PROCESSES FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH FAB LAB VR. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE THAT, WHEN USED SIMULTANEOUSLY OR IN CONNECTION WITH THE GAME, WOULD CONSTITUTE A VIOLATION OF TERMS SET FORTH. IN THE EVENT THAT THE GAME DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, FAB LAB VR MAY (a) COMMUNICATE INFORMATION BACK TO FAB LAB PLATFORM, INCLUDING WITHOUT LIMITATION THE ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND/OR (b) EXERCISE ANY OR ALL OF ITS RIGHTS UNDER

ANY FAB LAB PLATFORM AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER.

B. WHEN THE GAME IS RUNNING, FAB LAB PLATFORM MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR COMPUTER, INCLUDING WITHOUT LIMITATION YOUR HARD DRIVES, CENTRAL PROCESSING UNIT, IP ADDRESS(ES) AND OPERATING SYSTEM(S), FOR PURPOSES OF IMPROVING THE GAME AND/OR THE SERVICE, AND TO POLICE AND ENFORCE THE PROVISIONS OF ANY FAB LAB PLATFORM AGREEMENT.

C. Fab Lab Platform may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, chat logs, and other information about you and your activities: (a) in response to a request by law enforcement, a court order or other legal process; or (b) if Fab Lab Platform believes that doing so may protect your safety or the safety of others.

D. FAB LAB PLATFORM MAY MONITOR, RECORD, REVIEW, MODIFY AND/OR DISCLOSE YOUR CHAT SESSIONS, WHETHER VOICE OR TEXT, WITHOUT NOTICE TO YOU, AND YOU HEREBY CONSENT TO SUCH MONITORING, RECORDING, REVIEW, MODIFICATION AND/OR DISCLOSURE. Additionally, you acknowledge that Fab Lab Platform is under no obligation to monitor your electronic communications, and you engage in those communications at your own risk.

E. You are wholly responsible for the cost of all telephone and Internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to the Servers.

Equitable Remedies.

In the event that you breach this Agreement, you hereby agree that Fab Lab Platform would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that Fab Lab Platform shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Fab Lab Platform may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the

prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

Dispute Resolution and Governing Law.

A. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Fab Lab Platform agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. Fab Lab Platform will send its notice to your billing address and email you a copy to the email address you have provided to us. You will send your notice to Fab Lab Platform, 2532 Santa clara Ave. #140 Alameda, CA 94501, ATTN: Legal Department.

B. Binding Arbitration. If you and Fab Lab Platform are unable to resolve a Dispute through informal negotiations, either you or Fab Lab Platform may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Fab Lab Platform may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

C. Restrictions. You and Fab Lab Platform agree that any arbitration shall be limited to the Dispute between Fab Lab Platform and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no

right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

D. Exceptions to Informal Negotiations and Arbitration. You and Fab Lab Platform agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Fab Lab Platform's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

E. Location. If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, any arbitration shall be initiated in the County of San Francisco, San Francisco, State of California, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of San Francisco, State of California, United States of America, and you and Fab Lab Platform agree to submit to the personal jurisdiction of that court.

F. Governing Law. Except as expressly provided otherwise, this Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Those who choose to access the Service from locations outside of the United States do so on their own initiative contrary to the terms of this Agreement, and are responsible for compliance with local laws if and to the extent local laws are applicable.

G. Severability. You and Fab Lab Platform agree that if any portion is found illegal or unenforceable that portion shall be severed and the remainder shall be given full force and effect. Such Dispute shall be decided by a court of competent jurisdiction within the County of San Francisco, State of California, United States of America, and you and Fab Lab Platform agree to submit to the personal jurisdiction of that court.

Miscellaneous.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Terms of Use Agreement is the complete and exclusive statement of the agreement between you and Fab Lab Platform concerning the Service, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and Fab Lab Platform. This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and shall not be read to have any legal effect.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AGREEMENT AND AGREE THAT MY USE OF THE GAME IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TERMS OF USE AGREEMENT.