

AVVYLAND COMMUNITY GUIDELINES

Updated: May 27, 2021

PLEASE READ THESE GUIDELINES CAREFULLY BEFORE USING OUR APP

We developed the AVVYLAND universe where, through a mobile application "**AVVYLAND**" (our "**App**") or otherwise, you can create your own virtual worlds – Branes – for creative, commercial, or social activities. You can realize your ideas by building 3D objects in augmented reality (AR) and placing them in the real world, share your experiences with others and use other features and services (the "**Services**").

We want our Website, App and Services to be a safe experience for all users and for everyone in the real world where users use our Website, App and Services.

These Community Guidelines (the "**Community Guidelines**" or "**Guidelines**") set out the rules and standards that apply when you use the Website, the Services, upload content to the App, make contact with other users on our App, link to our Website (www.avvyland.com) or App, or interact with our Website and/or App in any other way (collectively referred as "**Avvyland Online Services**").

Following these Guidelines will help ensure you and other users have a great experience. Violating these Guidelines may result in the permanent termination of your access to the Website and/or App.

BY USING AVVYLAND ONLINE SERVICES, YOU ACCEPT THESE TERMS

By using the Avvyland Online Services, you confirm that you accept the terms of these Community Guidelines and that you agree to comply with them. If you do not agree to these terms, you must not use the Avvyland Online Services.

These Community Guidelines are an integral part of our Terms of Use and Terms of Service.

PROHIBITED USES

You agree that you are responsible for your own conduct while using our Website, App and Services, for any User Content you submit or contribute, and for any consequences thereof.

You may use our Website, our App and Services only for lawful purposes and in accordance with the Terms of Use and Terms of Service. **You agree not to use Avvyland Online Services:**

- in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Community Guidelines.
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- to impersonate or attempt to impersonate the Company or any other AVVYLAND group company, any of their employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our App

and/or Website, or which, as determined by us, may harm the Company or another AVVYLAND group company, or users of the App and/or the Website or expose them to liability.

Additionally, you agree NOT TO:

- use Avvyland Online Services in any manner that could disable, overburden, damage, or impair the App and/or Website or interfere with any other party's use of the Avvyland Online Services, including their ability to engage in real time activities through the Avvyland Online Services.
- use any robot, spider, or other automatic device, process, or means to access the App and/or the Website for any purpose, including monitoring or copying any of the material on the App and/or the Website.
- use any manual process to monitor or copy any of the material on the App or the Website or for any other unauthorized purpose without our prior written consent.
- use any device, software, or routine that interferes with the proper working of the Avvyland Online Services.
- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App and/or Website, the server on which the App and/or the Website are stored, or any server, computer, or database connected to the App and/or the Website.
- attack the App and/or the Website via a denial-of-service attack or a distributed denial-of-service attack.
- use modified, unofficial, or unauthorized software.
- otherwise attempt to interfere with the proper working of the App and/or the Website.

CONTENT STANDARDS

By "**Content**" we mean any text, software, scripts, graphics, 3D blocks and creations, photos, sounds, music, videos, audio-visual combinations, communications, interactive features, works or authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through our Website and Services, including User Content.

Users of the Website, App and Services may be permitted to upload, post, transmit or otherwise make available content through the Services including, without limitation, any 3D blocks and creations, text, photographs, user videos and sound recordings ("**User Content**").

These Content Standards apply to any and all User Content and use of Services. User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations.

Without limiting the foregoing, **User Content must not:**

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- promote sexually explicit or pornographic material, violence, or discrimination based on race, religion, nationality, disability, sexual identity, gender identity, sexual orientation, or age.
- infringe any patent, trademark, trade secret, copyright, database or other intellectual property or other rights of any other person.
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or

that otherwise may be in conflict with our Terms of Use, Terms of Service, these Community Guidelines and our Privacy Policy.

- be likely to deceive any person.
- promote any illegal activity, or advocate, promote, or assist any unlawful act.
- cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- contain any material that endangers other persons or participates in or expresses support for terrorism or hatred of societal groups (based on race, ethnicity, religion, sexual identity or gender identity, sexual orientation, or age), encourages or publicizes suicide or self-injury.
- impersonate any person or misrepresent your identity or affiliation with any person or organization.
- involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Although we are not obligated to monitor access to or use of our Website, App and Services, or to review or edit any Content, we have the right to do so to ensure compliance with the Terms of Service, including these Guidelines, and to comply with applicable law or other legal requirements.

PUBLIC INFORMATION

When you share User Content using our App or Services, your content will be public. This means that such User Content can be seen by anyone, on our App or through third-parties' services. This includes any information and any User Content (such as 3D blocks placed in real world) you share using our App and Services.

You and other users may also provide access to or otherwise reshare public information (including your User Content) with anyone, including people and businesses outside the audience you shared your content with, through our App (for example, by making a video with you or the blocks you built) or through third-party services such as apps, websites, and other services. For example, when you place your 3D creation in the real world, other users can share a link, screenshot, or make a video with it and reshare that Content to others.

If you do not want to make some or all of your User Content public, please do not share it through our Website, App and Services.

If you share any Content, published on, or made with, our App (such as built blocks), on social media platforms, you understand that your activity on such other platforms is governed by their terms of service and other applicable documents. We do not control and are not responsible for the practices of these third-party platforms.

USER CONDUCT

Your interaction with other people

When using the Website, App, or Services, you may interact with people online and in real life. Please respect other users of the Website and App and other people, both through our Services and in the real world. Among other things, you **MUST NOT**:

- defame, abuse, harass, harm, stalk, or threaten another user.
- violate the legal rights (including the rights of privacy and publicity) of others.

- impersonate other users.
- take photos or videos of other users unless you have their explicit permission.
- expose any information about another user's identity without their consent, including their name, phone number, email address or physical address, even if a user discloses that info first.

Your surroundings and your safety

Our App and Services are designed to be used indoors and outdoors. When using the App outdoors, we encourage everyone to exercise caution and act safely. Here are a few examples of rules you should follow:

- Avoid going into any inappropriate or dangerous areas.
- Do not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be.
- When walking, please be aware of hazards, including other pedestrians, traffic, and obstacles.
- Do not use our App while driving a vehicle.

BREACH OF THESE GUIDELINES

When we consider that a breach of these Community Guidelines has occurred, we may take such action as we deem appropriate. We have the right to:

- Remove, refuse to post, or disable access to any User Content for any reason in our sole discretion, at any time and without notice.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Service, including the Content Standards under these Community Guidelines, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the App and/or the Website or the public, or could create liability for the Company and/or its affiliates.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and/or the App.
- Terminate or suspend your access to all or part of our App and/or our Website for any or no reason, including without limitation, any violation of these Community Guidelines.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our App and/or our Website.

However, we do not undertake to review any material before it is posted on our App and/or Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

REPORTING OF VIOLATIONS OF THESE GUIDELINES

If you become aware of any violation of these Community Guidelines, please report the situation to us through the in-app support options or by contacting us at support@avvyland.com. We will review

reported or flagged Content and will determine whether they violate our Terms of Use, Terms of Service, and these Community Guidelines.