

AVVYLAND WEBSITE TERMS OF USE

Updated: May 27, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE

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WHO WE ARE

We are Avvyland, Inc., a company registered in the State of Delaware, registration no. 3163433, having its address at 919 North Market Street, Suite 950, Wilmington, New Castle, Delaware, 19801 ("we", "us", "AVVYLAND", or the "Company").

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**").

The following terms and conditions, together with any documents they expressly incorporate by reference (the "**Terms of Use**"), govern your access to and use of our website www.avvyland.com, including any content, functionality, and services offered on or through this website ("**Website**").

HOW TO CONTACT US

If you have any feedback, comments, requests for technical support, and other communications relating to the Website, please email us at support@avvyland.com.

ACCEPTING THESE TERMS OF USE

BY USING OUR WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE OUR WEBSITE.

These Terms of Use incorporate our Privacy Policy and Community Guidelines. Additional terms and conditions may also apply to specific portions, services, or features offered through or in relation to the Website ("**terms of service**"). Where applicable, such terms of service will be made available to you and incorporated in these Terms of Use by reference.

BY AGREEING TO THESE TERMS OF USE, YOU ALSO AGREE TO ALL OF THE TERMS OF THE DOCUMENTS INCORPORATED HEREIN, PLEASE READ THEM CAREFULLY.

YOU SHOULD SAVE A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy, and it is important that you read it.

WHO MAY USE OUR WEBSITE

You must be at least 18 years old to use our Website or such greater age required in your country of residence to consent to the processing of personal data and to register for and/or use our Services (where applicable).

By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

CHANGES TO THESE TERMS OF USE

We may revise and update these Terms of Use from time to time to reflect changes in law or best practice, or to deal with additional features which we introduce, or for any other reason, in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time, so you are aware of any changes, as they are binding on you.

NEW FEATURES AND SERVICES

From time to time, we may (but we do not have to) introduce new features and/or services through, or in connection with, our Website. If you want to stay updated on the latest developments, promotions, and special offers, you can subscribe to our newsletter by providing us with your name and email. You can also unsubscribe from our newsletter at any time. For more information on how we use your data, please check our privacy policy.

PROMOTIONS

The Company, its affiliates and/or its partners may, from time to time, organize contests or similar promotions within or related to our Website and Services ("**Promotion**"). Such Promotions will be governed by separate terms in addition to these Terms of Use which will be published by the Company

at the time of the Promotions.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for the purposes of the agreed use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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Copyright Infringements. We respect copyright law and expect our users to do the same. We take claims of copyright infringement seriously and we reserve the right, with or without notice, at any time and at our own discretion to block access to any user who infringes or is alleged to infringe any copyright or other intellectual property rights.

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Trademarks. Graphics, logos, page headers, button icons, scripts, and service names included in or made available through our Website and Services are trademarks or trade dress of the Company in the United States and other countries. The Company's trademarks and trade dress may not be used in connection with any product or service that is not the Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks not owned by the Company that appear on our website and/or the Services are the property of their respective owners, who may or may not be affiliated with, or connected to, the Company.

USER CONTENT

If you make any User Content available on or through our Website and Services, it must not be offensive or illegal, it must be your creation, or you must have permission or the legal right to make it available. You must not and you agree that you will not make any content available on or through our Website and Services that infringes the rights of others.

You must not create and/or share any User Content that is obscene, 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 status), or encourages or publicizes suicide or self-injury.

Please read our Community Guidelines which set out the detailed rules related to User Content. Community Guidelines make part of these Terms and you must comply with them. Although we have no obligation to screen and moderate any User Content, **we reserve the right to take down any content at our discretion.**

If you wish to complain about information and materials shared by other users through our Website and Services, please contact us at support@avvyland.com.

ACCEPTABLE USE RESTRICTIONS

You must **NOT**:

- use the Website or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use and our Community Guidelines, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Website, any Service, or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the Website or any Service;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website or any Service;
- use the Website or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

We reserve the right to refuse to provide you with our Services, remove or edit your User Content if you are in breach of applicable laws, these Terms of Use, our Community Guidelines, or any other applicable terms and conditions, guidelines or policies.

You must comply with our Community Guidelines which set out the detailed rules of user conduct. Please read this legal document carefully.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

THIRD-PARTY MATERIALS

The Website and our Services may display, include, or make available content, data, information, applications or materials from third parties ("Third-Party Materials").

All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions

and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinions, views, or values of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

By using our Website and Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites.

LINKING TO THE WEBSITE

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that any files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our gross negligence or willful misconduct or the negligence of our employees, agents, or subcontractors, or for fraud or fraudulent misrepresentation.

INDEMNITY

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Website or your breach of these Terms of Use, including but not limited to the content you submit or make available through the Website.

GOVERNING LAW

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

DISPUTE RESOLUTION

Most concerns can be solved quickly by contacting us at support@avvyland.com. In the unlikely event that we cannot solve your concern, disputes will be resolved as described below.

Jurisdiction

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS

OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

FINAL PROVISIONS

Geographic restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Entire Agreement

These Terms of Use together with the documents incorporated herein constitute the entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.