

VIVERSE GENERAL TERMS OF USE

Last updated: July 29, 2024

IF YOU ARE AN ENTERPRISE USER, YOUR USE OF THE SERVICES (AND ASSOCIATED SERVICES) IS GOVERNED BY THE SERVICE AGREEMENT BETWEEN YOUR COMPANY AND VIVERSE.

PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE REVIEW SECTION 16. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE (A) DO NOT USE THE SERVICES; AND (B) DELETE OR DISABLE ANY DOWNLOADED COPY OF THE SOFTWARE IN YOUR POSSESSION OR CONTROL.

These General Terms of Use (“General Agreement”), along with any applicable Additional Terms (see Section 3 below) (collectively, “Agreement”) is a legal agreement between VIVERSE Limited. and/or one or more of its affiliates (collectively, “VIVERSE”) and You (an individual or entity) that governs Your access and use of VIVERSE’s website, platform, customer support, or other interactive areas or services, and services such as VIVERSE Market, VIVERSE World, VIVERSE Avatar, VIVERSE for Business, and Polygon Streaming (collectively, “Services”), as well as any software and applications standalone or part of the Services, including software clients, mobile applications and content files (collectively, “Software”). This Agreement is effective on the date You click to accept or when You begin use of the Services, whichever event occurs first. You represent that You are lawfully able and have full legal authority to enter into this Agreement (e.g. are competent and of legal age and have full legal authority to bind the entity or company You represent). VIVERSE reserves the right to update and modify the Agreement at any time without notice to You. Your continued access to or use of the Services following the posting of revised terms means that You accept and agree to any revised terms.

1. **RESERVATION OF RIGHTS AND OWNERSHIP.** VIVERSE, its affiliates and its licensors and suppliers own the title, copyright, and other intellectual property rights in the Services (and all rights embodied therein) and reserve all rights not expressly

granted to You in this Agreement. The Services is protected by copyright and other intellectual property laws and treaties. The Services may contain third-party software that is subject to open source or third-party license terms (“Third-Party Terms”). Your use of the Services is subject to any Third-Party Terms included with the Services. In the event of a conflict between this Agreement and any Third-Party Terms, this Agreement will govern. VIVERSE, the VIVERSE logo and other VIVERSE product and service names referenced in the Services are the trademarks of VIVERSE, HTC Corporation and their affiliates. Any other company names, product names, service names and logos referenced in connection with the Services may be the trademarks of their respective owners. Any open source software is provided to You on an “AS IS” basis to the maximum extent permitted by applicable law.

2. **CONDITION OF USE.** You may not perform any act or may fall under any of the followings in relation to the Services.
 - a) Any act that is illegal or otherwise violate applicable law, or any other act that violates rules that are generally observed on the internet.
 - b) Any act that causes disadvantage, inconvenience, discomfort, or damage to VIVERSE or a third party.
 - c) Any act that re-provides the Services to a third party without the permission of VIVERSE, regardless of whether it is done for a fee or free of charge.
 - d) Any act that slanders or defames VIVERSE or a third party or that damages the honor, trust, privacy, and other moral interests of VIVERSE or a third party, or an act that infringes upon human rights or endorses, invites, cooperates with, encourages, or incites infringement on human rights.
 - e) Any act that infringes upon the Intellectual Property Rights, etc., of VIVERSE or a third party.
 - f) Any act that deceives, misleads, defrauds, phishes, or commits or attempts to commit identity theft.
 - g) Any act that violates any person’s rights of privacy or publicity.
 - h) Any act of harming VIVERSE or a third party such as by using viruses, spyware

or malware, worms, trojan horses, time bombs or any other such malicious codes or instructions.

- i) Any act of wrongfully using or stealing an ID or password, or an act of using the Services by impersonating another.
- j) Any act of gathering, duplicating, altering, or deleting the information of a third party that can be accessed from the Services in excess of the manner of use anticipated by the Services.
- k) Any act of sending, posting, etc., message content by e-mail, etc., that will cause unpleasant feelings by the receiver (this includes, but is not limited to, specified email and unsolicited email).
- l) Any act of wrongfully surveying, gathering, using, disclosing, or providing personal information or privacy information without the clear consent of the information's owner.
- m) Any act that imposes an excessive burden on or interferes with the Services' operation.
- n) Any act of disintegrating, disassembling, decompiling, or reverse engineering a program or application included in the Services, or an act of deciphering a source code by any other method.
- o) Any act of degrading, intimidating, incite violence against, or encourage prejudicial action against someone or a group based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
- p) Any act of exploit or harm children.
- q) Any upload, download, transmit, display, or grant access to content that includes graphic depictions of sexuality or violence.
- r) Any act of collecting or harvesting personally identifiable information without permission. This includes, but is not limited to, account names and email addresses.
- s) Any act of using the Services for a purpose that differs from the Services' purpose of use, or an act of using the Content in excess of the manner of use

anticipated by the Services (including such acts as duplicating, sending, posting, and alteration).

t) Any other act that VIVERSE deems reasonably inappropriate.

3. **ADDITIONAL TERMS.** The Services and Software are licensed, not sold, to You, and may also be subject to one or more of the additional terms below (“Additional Terms”). If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to that Service or Software. The Additional Terms are subject to change as described in Section 6 (Changes to the Services) below.

| VIVE Market a.k.a VIVE Market or VIVE Bytes | VIVERSE World a.k.a VIVE World or VIVE Connect |
|---|---|
| https://www.viverse.com/staticassets/market-terms-of-use.pdf | https://connect.vive.com/terms-ofuse |

4. **CONTENTS.** “Content” means any text, information, or material, such as audio files, video files, electronic documents, or images, that You upload and import into, or create with the Services or Software in connection with or through Your use of the Services. You are responsible for any of Your Content and to ensure that You have the ownership rights (copyright) or appropriate license rights to post Content or any information in a Pod or on any webpages controlled by VIVERSE. You agree that Content posted by You shall be accurate, lawful, and not in violation of the rights, including intellectual property rights, of third parties. To promote these objectives, VIVERSE provides a process for submission of complaints/takedown notifications regarding Content posted by our Users. Whether or not We disable access to or remove Content, We may make a good faith attempt to forward the written notification, including the complainant’s contact information, to the User who posted the Content, and/or take other reasonable steps to notify the User that VIVERSE has received notice of an alleged violation of intellectual property rights or other content violation. It is also Our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the accounts of Users, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful Content.

You will not upload, post, transmit, transfer, distribute or facilitate distribution of any Content or otherwise use the service in a way that:

- depicts nudity of any sort including full or partial human nudity or nudity in non-human forms such as cartoons, fantasy art or manga;
- incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence;
- misrepresents the source of anything you post or upload, including impersonation of another individual or entity or sends any altered, deceptive or false source-identifying information;
- provides or creates links to external sites that violate this Code of Conduct;
- includes content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control such rights or have obtained necessary consents and releases;
- is intended to harm or exploit minors in any way;
- is designed to solicit, or collect personally identifiable information of any minor (anyone under 18 years old), including, but not limited to: name, email address, home address, phone number or the name of their school;
- deletes, tampers with or revises any information, material or content posted by any other person or entity;
- invades anyone's privacy by attempting to harvest, collect, store or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses or other contact information without their knowledge and willing consent;
- is illegal or violates applicable local and national laws, including but not limited to child pornography, bestiality, incest, illegal drugs, software piracy and harassment;
- threatens, stalks, defames, defrauds, degrades, victimizes or intimidates an individual or group of individuals for any reason; including without limitation, on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so;

- harms or disrupts, or intends to harm or disrupt, another user's computer or would allow you or others to illegally access software or bypass security on Web sites or servers, including but not limited to, spamming or attempts to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- takes any action which could impose a significant burden (as determined by VIVERSE) on the infrastructure of any VIVERSE services, such as excessively high volume data transfers or bandwidth consumption, excessively high storage, hosting of a web server, internet relay chat server, or any other server, and non-traditional end user activities;
- sends or attempts to send unsolicited messages, including promotions or advertisements for products or services, "spam," "chain mail" or "junk mail";
- accesses, tampers with or uses non-public areas of any service, computer system or any VIVERSE website, or causes damage to VIVERSE's business, reputation, employees, facilities, or to any person;
- attempts to access, search, or extract data from any service or any VIVERSE website with any engine, software, tool, agent, robot, spider, scraper, device or mechanism other than the software or search agents provided by VIVERSE or other generally available third party web browsers;
- "frames" any VIVERSE service or any VIVERSE website or otherwise makes it look as if you have a relationship with VIVERSE or that VIVERSE has endorsed you for any purpose; or
- attempts to impersonate a VIVERSE employee, agent, manager, host, administrator, moderator, another user or any other person through any means.

You will not use any form of automated device or computer program that enables the submission of postings without the express written consent of VIVERSE.

5. ACCOUNT.

- a) To access and use certain features of the Services, You will be required to create an account ("Account"). To create an account, VIVERSE will require You to provide certain information about Yourself and VIVERSE may, in its sole discretion, require You to provide further information and/or documents at any stage during Your use of the Services. VIVERSE may, in its

sole discretion, refuse, decline, suspend or disable Your access or use of the Services.

- b) You must provide accurate and complete registration information when You create an account for the Services. By creating an account, You agree to provide accurate, current and complete account information about Yourself, and to maintain and promptly update as necessary Your account information.
- c) You are solely responsible for the security of Your Account. You agree to undertake to maintain at all times adequate security and control of all of Your Account details, passwords, personal identification numbers or any other codes that You use to access the Services. You must ensure that Account registered under Your name will not be used by any other person. You agree that we may attribute all use of Your Account to You and that You are responsible for all activities that occur under Your Account, including any purchases made using Your Account. In case of any breach of security, loss, theft or unauthorized use of Your username, password or security information, You may contact VIVERSE for Account support at <https://service.VIVERSE.com/>.
- d) VIVERSE reserves the right to terminate, suspend or restrict Your access to any Account(s) if there is reasonable suspicion by VIVERSE that the person logged into Your account(s) is not You or if we suspect that the account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall VIVERSE or indemnified persons in accordance with these Terms be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by You or any other person or entity due to any such termination, suspension or restriction of access to any Account(s).

6. PURCHASE.

- a) VIVERSE may use a third-party payment processor to process sales through the Store and/or allow an authorized reseller to manage and control the sales and purchase experience in the Services (collectively “Third-Party Payment Provider”).
- b) If You purchase through the Services, You authorize VIVERSE or its Third-Party Payment Provider to facilitate the purchase, to use the payment method, and, where applicable, to store the payment related information

You provide. You may be billed for any purchases: (i) in advance, (ii) at the time of purchase or sign-up; (iii) shortly after purchase or sign-up; or (iv) on a recurring basis for subscriptions, as indicated at the time You purchase the subscription (see Section 6(e) below for cancellation terms). In the event the payment method You designate cannot be verified, is invalid, or is not otherwise acceptable, VIVERSE or its Third-Party Payment Provider may suspend or cancel Your order.

- c) Any purchase from the Services will be subject to and in accordance with the terms of sale presented to You at the time of the purchase. Please read those terms of sale carefully before making any purchase. If those terms of sale are between You and VIVERSE's Third-Party Payment Provider, then You agree that VIVERSE will be a third-party beneficiary to those terms of sale and is entitled to the rights and benefits thereunder and may enforce the provisions thereof as if VIVERSE is a party thereto. You are solely responsible for all amounts payable associated with purchases made using Your Account.
- d) Prices in the Store are subject to change without notice. VIVERSE reserves the right to refuse or cancel orders at any time and in its sole discretion.
- e) If You purchase a subscription-based Service, that subscription will be provided to You (and You agree to pay for that subscription) until You terminate it through the Service's designated cancel subscription process or until the Service is no longer offered by VIVERSE. If the price of Your subscription controlled by VIVERSE increases, VIVERSE will provide You with at least fifteen (15) days prior notice of the increase. If You do not agree to pay the increased price, You must immediately cancel Your subscription through the Service's designated cancel subscription process. In some cases, VIVERSE or the applicable licensor may cancel Your subscription unless You agree to re-subscribe at the new price.
- f) If Your use of Services are subject to any type of use or sales tax, duty or other governmental tax or fee ("Taxes"), then VIVERSE or its Third-Party Payment Provider may charge You for those Taxes. Applicable Taxes may be presented at checkout. You are responsible for any Taxes due with respect to Your purchase or use of Services.
- g) VIVERSE or its Third-Party Payment Provider may use a third party to collect past due amounts. You must pay for all reasonable costs incurred to collect any past due amounts, including reasonable 'attorneys' fees and other legal

fees and costs. VIVERSE may also suspend or cancel Your subscription or order and Your access to the Services if You fail to pay in full on time. If You cancel Your Account, VIVERSE or its Third-Party Payment Provider, reserves the right to collect any fees, surcharges, or costs incurred before cancellation.

- 7. CHANGES TO THE SERVICES.** VIVERSE may in its absolute and sole discretion change, update, amend, remove, or discontinue any part of the Services and the content at any time without prior notice to You. VIVERSE may make changes to the General Terms from time to time. You should look at the General Terms regularly. Unless otherwise noted, the amended General Terms will be effective immediately, and Your continued use of Services and Software will confirm Your acceptance of the changes. If you do not agree to the amended General Terms, you must stop using Services and Software.
- 8. COMMUNICATION AND CONTENTS.** When You submit Content and information for the use of the Services and Software, you continue to own the rights to Your Content. You grant VIVERSE a worldwide, royalty-free, perpetual, irrevocable, nonexclusive, transferable, and sublicensable license and right to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display that Content and information, audio, video, images, or 3D models for the purpose of providing the Services. You also agree that VIVERSE may remove metadata associated with the information or data You submit.
- 9. THIRD-PARTY RELATIONSHIPS.** The Services may contain links to, or advertisements for, third-party websites, resources, content, products or services (“Third-Party Services”). You acknowledge and agree that such third-party websites, resources, content, products or services are not under VIVERSE’s control and that VIVERSE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to or advertisements for any Third Party Services do not imply any endorsement by VIVERSE of such Third-Party Services, nor any association of VIVERSE with any such third parties. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites, resources, content, products or services. Your relationship with respect to ThirdParty Services is with the third party, and not with VIVERSE. It is Your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims You might have with respect to ThirdParty Services are against such third party and not against VIVERSE.

10. SUPPORT AND UPDATES. VIVERSE has no obligation to and may not provide support for the Services. You agree that VIVERSE may automatically check Your version of the Software and may automatically send Your computer updates to the Software.

11. TERMINATION. This Agreement will automatically terminate upon Your breach of any of the terms and conditions of this Agreement. If terminated, You must immediately destroy or disable all copies of the Software, and the following Sections of this Agreement will survive: Sections 4, 6 and 7 through 19.

12. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. VIVERSE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, VIVERSE, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRDPARTY PLATFORM OR THIRD-PARTY SERVICES; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) OR THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. ALL CONTENT AND OTHER MATERIAL YOU DOWNLOAD OR OBTAIN THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. USE OF SERVICES MAY AFFECT THIRD-PARTY PLATFORM, DEVICES OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THIS AGREEMENT BUT VIVERSE'S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT 4 PERMISSIBLE UNDER THAT LEGISLATION.

13. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT WILL VIVERSE OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL

INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF VIVERSE OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 12 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 12 MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTION 12, VIVERSE'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE SERVICES UP TO FIVE DOLLARS (U.S. \$5.00).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES, CONTENT, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 13 WILL BE INTERPRETED AS EXCLUDING

LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 13 MAY NOT APPLY TO YOU.

14. **INDEMNIFICATION.** You will defend, indemnify, and hold VIVERSE, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Services; (b) any violation by You of this Agreement; or (c) Your violation of any another party's rights or applicable law.
15. **RESTRICTED USE.** The Services was designed for systems that do not require failsafe performance. You may not use the Services in any device or system in which a malfunction of the Services would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
16. **GOVERNING LAW AND JURISDICTION FOR RESOLVING DISPUTES.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

- a) **North and South America.** If You are using Services in North or South America, You are contracting with VIVERSE Limited. and the following terms in this Section 16(a) shall apply:

AGREEMENT TO ARBITRATE DISPUTES

IF YOU ARE USING THE SERVICES IN NORTH OR SOUTH AMERICA PLEASE READ THIS SECTION 16(A) CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH VIVERSE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM VIVERSE.

Binding Arbitration. If You are using the Services in North or South America, then, except for disputes in which either party seeks to bring an individual action in small claims court, You and VIVERSE agree (a) to waive Your and VIVERSE's respective rights to have any and all disputes or claims arising from or related to this Agreement or the use or performance of the Services

(collectively, “Disputes”) resolved in a court, and (b) to waive Your and VIVERSE’s respective rights to a jury trial. Instead, You and VIVERSE agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and VIVERSE agree that any Dispute arising out of or related to this Agreement, is personal to You and VIVERSE and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and VIVERSE agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, You and VIVERSE agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. You and VIVERSE agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to VIVERSE shall be sent to VIVERSE Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your VIVERSE account or, if different or if You have no VIVERSE account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your VIVERSE account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and VIVERSE cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or VIVERSE may, as appropriate and in accordance with this Agreement, commence an

arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

Process. Except for Disputes in which either party seeks to bring an individual action in small claims court, You and VIVERSE agree that any Dispute must be commenced or filed by You or VIVERSE within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and VIVERSE will no longer have the right to assert such claim regarding the Dispute). You and VIVERSE agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the “AAA Rules”), except insofar as those rules would be inconsistent with any part of this Agreement, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the Federal Arbitration Act, this Agreement and the applicable AAA rules, the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator’s award may not exceed, in form or amount, the relief that a United States District Court could order under the Agreement; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Agreement, shall be resolved by a proper court in King County, Washington, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in King County, Washington, rather than an arbitrator.

Rules of AAA. The rules of AAA and additional information about AAA are available on the AAA website (<https://www.adr.org/Rules>). By not opting out

of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the AAA Rules, or (b) waive Your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

Applicability of Agreement to Arbitrate. IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify VIVERSE in writing postmarked no later than 30 calendar days of first obtaining the Services that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You first used the Services. You must send Your written notice to VIVERSE Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the other terms in the Agreement will still apply to You.

GENERAL PROVISIONS

- 1) Waiver of Jury Trial: IF A DISPUTE BETWEEN YOU AND VIVERSE PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND VIVERSE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 2) Governing Law: The Federal Arbitration Act (the “FAA”) applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Agreement. Notwithstanding the foregoing, the laws of Your state of residence in the U.S.A., (or if You live outside of the U.S.A. but within North or South America, the law of the country where You live), will apply to any tort claims and/or any claims under any consumer protection statutes.
- 3) Severability: Except as specifically provided above, if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Agreement.

- b) **Europe, Middle East, and Africa.** If You are using the Services in Europe, the Middle East or Africa, You are contracting with VIVERSE Limited. and the laws of England and Wales governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably agree to the exclusive jurisdiction and venue of the courts in London, England and Wales for any disputes arising out of or in connection with this Agreement. If applicable law prevents jurisdiction and venue in London England, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.
- c) **Australia, New Zealand, and Asia (except for the Middle East).** If You are using the Services in Australia, New Zealand, or Asia (except for the Middle East), You are contracting with VIVERSE Limited and the laws of Taiwan govern the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement. If applicable law prevents the designation of the Taipei District Court as the court of first instance, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement 8 exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.

17. **LEGAL EFFECT.** This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.

18. **COMPLIANCE WITH LAW; EXPORT REGULATIONS.** You will comply with all national and international laws, rules and regulations that apply to the Services and Your use of the Services, including the U.S. Export Administration Regulations (to which the Services is subject), as well as end-user, end-use, and destination restrictions

issued by Ireland or other governments. You acknowledge that the Services is of Ireland origin.

19. **GENERAL.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. VIVERSE's failure to act with respect to a breach by You does not waive its rights to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of VIVERSE's successors and assigns.

20. **ENTIRE AGREEMENT.** This Agreement, and any Additional Terms, comprise the entire agreement for the Services. Internet-based services and support services (if any) may be subject to additional terms.

21. **CONTACT INFORMATION.** If You have any questions about this Agreement please direct all notices and correspondence to:

If to VIVERSE Limited.

Attn: General Counsel

No. 88, Section 3, Zhongxing Road

Xindian Dist., New Taipei City 231 Taiwan