

TERMS OF SERVICE

Date of Last Update: 06-04-2023

1. Acceptance of the Terms of Service

- 1.1 VIRTUAL BEINGS SAS (“VIRTUAL BEINGS,” “we,” “us,” or “our”) provides our services (described below) and related content to our users through our website(s) located at <https://virtualbeings.co> (the “Site”) and through third-party websites such as github, gitbook and related technologies (collectively, including any updated or new features, functionality and technology, the “Service”). All access and use of the Service is subject to the terms and conditions contained in these Terms of Service. By accessing, browsing, or otherwise using any aspect of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Service.
- 1.2 We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will indicate at the top of this page the date these Terms of Service were last updated. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Service.
- 1.3 At VIRTUAL BEINGS, we respect the privacy of our users. For more information, please see our Privacy Policy on our Site. By using the Service, you consent to our collection, use and disclosure of personal data and other data as outlined therein.
- 1.4 When using certain features through the Service, you will be subject to any additional terms applicable to such features that may be posted on or within the Service from time to time.

2. Using the Service

- 2.1 The Service is developed to allow users to create, generate, edit, share, and use animations, behaviors and activities for AI characters (“behavioral AI”). Use for non-commercial and commercial use is permitted except otherwise set out in these Terms of Service.

- 2.2 You may be required to register with VIRTUAL BEINGS or provide information about yourself (e.g., name and email address) in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy.
- 2.3 You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify VIRTUAL BEINGS of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. We will not be liable for any loss or damage arising from your failure to comply with this section.
- 2.4 You acknowledge that we may establish general practices and limits concerning use of the Service, including the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on VIRTUAL BEINGS' or its third-party service providers' servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
- 2.5 As a condition of your use of the Service, you agree to comply with these Terms and in particular you agree not to: (a) misuse or attack our Service by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or (b) attempt to gain unauthorised access to our Service, the server on which our Service is stored or any server, computer or database connected to our Service.
- 2.6 We will use reasonable efforts to: (a) delete accounts which are being used in an inappropriate manner or in breach of these Terms; and (b) identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of Section 3 when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

3. Conditions of Use

- 3.1 You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials ("content") that you make available to VIRTUAL BEINGS via the Service or by emailing or otherwise making available to other users of the Service (collectively, "User Content").
- 3.2 The following are examples of the kinds of content and/or uses that are illegal or prohibited by VIRTUAL BEINGS. As a condition of your use of the Service, you agree

not to use the Service: (a) for any purpose that is unlawful under any applicable law or prohibited by these Terms; (b) to commit any act of fraud toward any third-party; (c) to distribute viruses or malware or other similar harmful software code; (d) for purposes of promoting unsolicited advertising or sending spam; (e) in any manner that disrupts the operation of our Service, the business of any other user or any other entity; (f) in any manner that harms minors; (g) to promote any unlawful activity; (h) to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing; (i) to gain unauthorised access to or use of computers, data, systems, accounts or networks; (j) to attempt to circumvent password or user authentication methods; or (k) produce content that infringes any intellectual property or other proprietary rights of any party;

- 3.3 To the extent the Service or any portion thereof is made available for any fee, you may be required to select a payment plan and provide information regarding your credit card or other payment instrument. You represent and warrant to VIRTUAL BEINGS that such information is true and that you are authorised to use the payment instrument.

4. Ownership and Intellectual Property Rights

- 4.1 You acknowledge and agree that the intellectual property rights in the Service including content or features ("Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws are owned by us and our licensors. Except as expressly authorised by VIRTUAL BEINGS, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Content, in whole or in part, except that the foregoing does not apply to your own User Content that you upload to or make available through the Service in accordance with these Terms of Service. Any use of the Service or the Content other than as specifically authorised herein is strictly prohibited.
- 4.2 We and our licensors reserve all our intellectual property rights, including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world.
- 4.3 Nothing in these Terms grants you any legal rights in the Service or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Service or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Service or the Content.
- 4.4 Under no circumstances will VIRTUAL BEINGS be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that VIRTUAL BEINGS does not screen or monitor or access User Content. VIRTUAL BEINGS and its designees will

have the right to remove any content that violates these Terms of Service or is deemed by VIRTUAL BEINGS, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

- 4.5 You represent and warrant that you own all right, title and interest in and to such User Content, including all copyrights and rights of publicity contained therein. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.
- 4.6 You hereby authorize VIRTUAL BEINGS and its third-party service providers to derive statistical and usage data relating to your use of the Service and develop algorithms and other insights for improving the Service or other products and services and developing and commercialising new features, products and services and generating statistics for use in the Service, other products and services and marketing purposes ("Derived Data"). We may use Derived Data for any purpose in accordance with applicable law and our Privacy Policy.
- 4.7 Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Service ("Submissions"), provided by you to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.
- 4.8 You acknowledge and agree that we may preserve and disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of VIRTUAL BEINGS, its users, or the public.

5. Third-Party Services and Websites

- 5.1 The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Additionally, you may enable or log in to the Service via various online Third-Party Services, such as social media and marketplace. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party

Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy.

- 5.2 We have no control over and are not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You will be responsible for any and all costs and charges associated with your use of any Third-Party Services. The integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation from us. Any dealings you have with third parties while using the Service are between you and the third party. VIRTUAL BEINGS will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

6. Indemnification

- 6.1 To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless VIRTUAL BEINGS, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “VB Parties”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service, or your violation of any rights of another. We will provide notice to you of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defence and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting our defence of such matter.

7. Disclaimer

- 7.1 Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.
- 7.2 We may suspend or terminate access or operation of the Service at any time as we see fit.
- 7.3 We make no warranty that (a) the service will meet your requirements; (b) the service will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the service will be accurate or reliable; or (d) the quality of

any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

- 7.4 We provide no warranty or guarantee that our Service is compatible with your computer equipment and are under no obligation to do so. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Service, the downloading of any content, or on any websites linked to it. You are responsible for configuring your information technology, computer programs and Service to access our Service. You should use your own virus protection software.

8. Limitation of Liability

- 8.1 You expressly understand and agree that we will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including damages for loss of goodwill, use, or data or other intangible losses, whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the service; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the service; or (e) any other matter relating to the service. In no event will the VB Parties' total liability to you for all damages, losses, or causes of action exceed the amount you have paid VIRTUAL BEINGS in the last six (6) months, or, if greater, one hundred euro (€100).
- 8.2 If the jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, some of the above limitations set forth above may not apply to you or be enforceable with respect to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

9. General

- 9.1 We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that VIRTUAL BEINGS will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
- 9.2 You agree that VIRTUAL BEINGS, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, if we believe that you have violated our intellectual property rights or you have violated or acted inconsistently with the letter or spirit of

these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. VIRTUAL BEINGS may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effective without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that VIRTUAL BEINGS will not be liable to you or any third party for any termination of your access to the Service.

9.3 You agree that you are solely responsible for your interactions with any other user in connection with the Service, and VIRTUAL BEINGS will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Service.

9.4 The failure of VIRTUAL BEINGS to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

9.5 We will try to resolve any disputes with you quickly and efficiently if any. If you have any controversy or questions, please contact us as soon as possible at hello@virtualbeings.co.

9.6 Relevant French law will apply to these Terms and the relevant courts of France will have exclusive jurisdiction in relation to these Terms.