

EULA Kayak VR: Mirage

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11. Use the Game or any related content, items or data contained therein to develop a competitive game; or
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The Game may require an internet connection to access internet-based features, authenticate the Game, provide updates or patches from time to time, or perform other functions. In order for certain features of the Game to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the Game documentation, including but not limited to the HTC Viveport, Oculus, Steam, Humble, Licensor or a Licensor affiliate. If you do not maintain such accounts, then certain features of the Game may not operate or may cease to function properly, either in whole or in part.

8. Updates and Evolution of Game

From time to time, without prior notice, Licensor may in its sole discretion add new features to the Game, remove existing features from the Game, provide patches, updates or otherwise modify the Game. We may provide updates that must be install on

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You understand that the Game, and the system specifications necessary to play the Game, may continuously evolve over time as the result of patches and updates to the Game. The Licensor reserves the right to modify or increase the system specifications necessary to play the Game at any time and without notice. You are responsible for purchasing any necessary additional technology, systems or services in order to access and play the Game.

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4. Health and Safety Precautions

The below should be reviewed before use of the Game. If the Game will be used by children, this information should be read and explained to them by an adult. Failing to review the below health and safety precautions may cause damage to property, injury or death.

1. Children

The Game should not be used by children under the age of 13, as this is a critical period in visual development. Adults should monitor children (age 13 and older) who are using or have used the Game for any of the symptoms described above, and should limit the time children spend using the Game and ensure that they take breaks during use.

Prolonged use should be avoided, as it could negatively impact hand-eye coordination, balance, and multi-tasking ability. Adults should monitor children closely during and after use of the Game for any decrease in these abilities.

2. Epileptic Seizure Warning

Please note that certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns, even if they have never experienced epileptic symptoms or been previously diagnosed with epilepsy. Such people may have a seizure while watching certain images on screens, including virtual reality headsets, or playing certain video games, including the Game. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness in particular) when exposed to flashing lights, you should consult your doctor prior to playing the Game. Parents and guardians should watch their children while playing the Game. Stop playing the Game and consult a doctor if you or your child has any of the following symptoms:

- Convulsions;
- Eye or muscle twitching;
- Loss of consciousness or awareness;
- Altered vision;
- Involuntary movements; or
- Disorientation.

The Licensor is not liable for any death, injury or health complications resulting from any epileptic symptoms or conditions which may occur during or as a result of your use of the Game. To reduce the likelihood of a seizure or epileptic symptoms do not play the Game when tired or need sleep and take 10 or 15 minute breaks every 30 minutes while playing the Game.

3. Motion Sickness

Playing video games (especially virtual reality games), including the Game, may cause motion sickness in some players. If you or your child feels dizzy or nauseous when playing the Game, stop playing and rest. Do not drive, operate heavy machinery or engage in other demanding or strenuous activity until you feel better. To limit the risk of motion sickness while playing the Game, do not use the Game when you are tired, need sleep, are under the influence of alcohol or drugs, are hung-over, have digestive problems, are under emotional stress or anxiety, or when suffering from cold, flu, headaches, migraines, or earaches or other health issues which may increase your susceptibility to adverse symptoms.

4. Repetitive Motion Injuries and Eye Strain

Playing video games, including the Game, can make your muscles, joints, skin or eyes hurt. To avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play;

- Adults should monitor children for appropriate play;
- Take a 10 to 15 minute break every 30 minutes while playing the Game;
- If your hands, wrists, arms, eyes or other parts of your body become tired or sore while playing, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before playing again; and
- If you continue to have any of the above symptoms or other discomfort during or after playing the Game, stop playing and consult a doctor.

5. Play Area Precautions

Give yourself plenty of room to play the Game. **Always be aware of your surroundings when playing the Game.** While playing the Game you will be moving around the play area and using your hands to gesture and control gameplay. Make sure the play area is clear of furniture, objects and other people that could be bumped into during game play. Please ensure that you are not near other people, objects, stairs, balconies, windows, walls, furniture or other objects that may pose a danger to you or could be damaged during or immediately after using the Game. All objects that may pose tripping hazards, could cause injury or could be damaged as the result of your contact with them while playing the Game should be removed from the play area prior to your or your family members playing the Game. A minimum 6ft by 6ft unobstructed play area is recommended for Users safe enjoyment of the Game. Never handle sharp or dangerous objects while playing the Game.

As the Game is an immersive virtual reality experience, you may not be able to fully see or hear your surroundings while playing the Game, so necessary precautions should be taken to ensure the safety of yourself and those around you while you or your family members are using the Game. Before playing the Game, please take a moment to ensure that the play area and surrounding space is safe and free of potential hazards. Due to the immersive nature of the Game, sound volumes should be kept at low enough levels that you are able to maintain awareness of your surroundings while playing the

Game and so as not to damage your hearing. Users should not use the Game if their awareness of your surroundings is impaired by lack of sleep, drugs, alcohol, the effects of a hangover, stress, anxiety or when suffering from a cold, flu, headaches, migraines or other illnesses.

The Licensor is not liable for any damage to property, injury or death that may occur as the result of the interactions between you or your family members and people or objects in or around the play area during your use of the Game.

5. Termination

This Agreement will terminate automatically if you fail to comply with its terms and conditions. In such an event, you must destroy all copies of the Game and all of its component parts. You can also end this Agreement by destroying the Game and all copies and reproductions of the Game and deleting and permanently purging the Game from any client server or computer on which it has been installed.

6. Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

7. Indemnity

You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Game pursuant to the terms of the Agreement.

8. General

1. Miscellaneous

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended, modified or deleted by the Licensor at any time in accordance with the terms hereof. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

2. Governing Law

This EULA shall be governed in accordance with the laws of the country of The Netherlands. The parties consent to the exclusive jurisdiction and venue of the courts located in The Netherlands in any action arising out of or relating to this EULA. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

3. Complaints or Notices

If you ever have any questions, concerns or complaints regarding this Agreement or the Game, please contact:

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Last Update June 30th, 2022.