

Terms of Use

Last Updated: 04/2018

These Terms of Use (the "Terms") apply to your access to, and use of, virtualrobotstud.io, and any other website or service that links to these Terms (collectively, the "Services"). The Services are provided by Virtual Robot, Biowiza S.A. ("Virtual Robot", "Biowiza S.A.", or "we") and your use of the Services is subject to these Terms. These Terms do not alter, in any way, the terms or conditions of any other agreement you may have with Virtual Robot for products, services or otherwise.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR SERVICES.

1. Eligibility

1. The Services may not be used by anyone under the age of 18 without the supervision of a parent or legal guardian who agrees to be bound by these Terms. You represent and warrant that you are at least 18 years of age (or the age of legal majority under applicable law), or, if not, that you have reviewed these Terms with your parent or legal guardian and that he or she has agreed to be bound by these Terms.

2. Privacy

1. Please refer to our [Privacy Notice](#) for information about how we collect, use and share information about users of our Services.

3. Ownership

1. Virtual Robot Materials. The Services contain content including, without limitation, Virtual Robot's logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the

selection and arrangement thereof (collectively, the "Materials") that are the proprietary property of Virtual Robot or Virtual Robot's licensors and are protected by Costa Rican and international laws.

2. User Content. The Services may permit you or other users to create, post, send or store messages, photos, text and other materials ("User Content"). Virtual Robot claims no ownership or control, takes responsibility for, or assumes liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

3. Third Party Content. The Services may include third-party content and links to websites or content owned or operated by third parties (collectively, "Third-Party Content"). Virtual Robot does not own, control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content. You acknowledge and agree that Virtual Robot is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content at their own risk.

4. Limited License

1. Virtual Robot. Virtual Robot grants you a limited, non-sublicensable license to access and use the Services for your personal use only. Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Services or the Materials therein; (b) the distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Services or the Materials, or any portion thereof; (d) downloading (other than the page caching) of any portion of the Services, the Materials or any information contained therein, except as expressly permitted on the Services; or (f) any use of the Services or the Materials other than for their intended purposes. Any use of the Services or the Materials other than as specifically authorized herein, without the prior written permission of

Virtual Robot, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Virtual Robot may revoke this license at any time.

2. Users. If you submit or post User Content to the Services, unless we indicate otherwise, you grant Virtual Robot a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, and sublicenseable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such User Content in whole or in part and to incorporate such User Content in other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. By submitting or posting User Content to the Services, you represent and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content that you post or you otherwise have all necessary rights to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with the Services, does not and will not violate these Terms or any applicable law, rule or regulation.

5. User Content and Interactive Areas

1. Some of our Services include interactive areas ("Interactive Areas"), in which you or other users may, among other things, create, post, send, or store User Content. When you participate in Interactive Areas, you understand that certain User Content may be displayed publicly or to select users. You are solely responsible for your use of the Services and the Interactive Areas and use them at your own risk.

2. These Terms do not create any reasonable expectation or promise that the Services will not contain any content that is prohibited by the Terms. Although Virtual Robot has no obligation to screen, edit or monitor any of the User Content posted on the Services, Virtual Robot reserves the right, and has absolute discretion, to access, use, monitor, disclose or preserve information associated with your use of the Services, including, without limitation, User Content, or information that Virtual Robot acquires about you through your use of the Services, when Virtual Robot forms a good faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities; (b) to enforce these Terms or protect the rights or property rights of Virtual Robot or its users; (c) to help prevent a loss of life or serious physical injury to anyone; or (d) prevent potentially illegal or offensive activities.

6. Acceptable Use of the Services

- 1.** You agree that your use of the Services, including the posting of User Content, will not violate any law, contract, intellectual property or other third-party right or constitute a criminal action or tort, and that you are solely responsible for your conduct while on the Services. You further agree not to:
- i. Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
 - ii. Engage in any discriminatory, defamatory, libelous, hateful, harassing, abusive, obscene, threatening, physically dangerous, unlawful, or otherwise objectionable conduct;
 - iii. Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose;

- iv. Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or harvest or collect the email addresses or other contact information of other users from the Services for the purpose of sending spam or other commercial messages;
- v. Attempt to reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law);
- vi. Use or attempt to use another's account without authorization from such user and Virtual Robot or post, upload to, transmit, distribute, store, create or otherwise publish or send through the Services User Content that contains personal information about any person, including, without limitation, names, addresses, email address or credit card information;
- vii. Post, upload to, transmit, distribute, store, create or otherwise publish or send through the Services viruses, corrupted data or other harmful, disruptive or destructive files;
- viii. Develop any third-party applications that interact with User Content or the Services without our prior written consent; or
- ix. Use any robot, iframe, spider, crawler, scraper or other automated means or interface not provided by us to access the Services, including, without limitation, for the purpose of copying, extracting, aggregating, displaying, publishing or distributing any content or data made available via Services.

7. Registration and Security

1. Some of our Services require or allow you to create an account with us, with a user ID and password. When registering for an account, you agree that you will (a) provide only accurate, complete, and up-to-date information, (b) maintain and promptly update your account information,

(c) maintain the confidentiality and security of your username and password, (c) accept all risks and responsibility associated with any authorized or unauthorized access to your account, and (d) immediately notify Virtual Robot if you discover or otherwise suspect any unauthorized use of your account.

8. Modifying/Terminating Services

- 1.** Virtual Robot reserves the right to modify, update or discontinue our Services, or any features or portions thereof, without prior notice. You agree that we can suspend or terminate your right to access our Services at any time for any reason without notice, obligation or liability to you.

9. Disclaimer of Warranties and Limitation of Liability

- 1.** USE OF THE SERVICES IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VIRTUAL ROBOT OR ITS REPRESENTATIVES CREATES A WARRANTY. THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. VIRTUAL ROBOT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIRTUAL ROBOT AND ITS AFFILIATED COMPANIES, LICENSEES, LICENSORS AND CONTRACTORS ("VIRTUAL ROBOT PARTIES") WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, EVEN IF VIRTUAL ROBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE VIRTUAL ROBOT PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES IS LIMITED TO THE AMOUNT (IF ANY) YOU ACTUALLY

PAID FOR THE SERVICES THAT ARE THE SUBJECT OF SUCH CLAIM. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

10. Indemnity

1. If the Virtual Robot Parties are subject to any actual or threatened claims, costs, damages, losses, or other liabilities (collectively, "Covered Losses") as a result of your use of any of the Services, or any data, information, or other item you make available through the Services including User Content, then you agree to indemnify the Virtual Robot Parties from all such Covered Losses and any related costs, such as reasonable attorney's fees.
2. You further agree to indemnify the Virtual Robot Parties for any Covered Losses arising out of or related to: (a) any Submissions you provide; (b) your violation of these Terms; and (c) your violation of any rights of another. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

11. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver

1. Our consumer service department is available to address any concerns you may have regarding the Services. You may contact them by email at info@virtualrobotstud.io.
2. Section 11(b) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent,

copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small claims court.

3. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 11 by sending written notice of your decision to opt out to the following email address: legal@virtualrobotstud.io within 30 days of installing the Application. You must link the Application to your Virtual Robot Account prior to opting out. Your notice must include your name, contact information and the email address registered to your Virtual Robot Account. If you send this notice including the information required, then Section 11 will not apply to either party. If you do not send this notice, then you agree to be bound by this Section 11.

4. You and Virtual Robot agree that the courts of San José, Costa Rica have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Any dispute between the parties will be governed by this Agreement and the laws of San José, Costa Rica, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

12. Miscellaneous

1. If any part of these Terms is determined to be unlawful, void or for any reason unenforceable, then that part will be severed from these Terms, and the rest of the Terms will remain intact. If we do not enforce any provision of these Terms, that will not be considered a waiver of our rights. Any waiver of these Terms must be obtained in a written document signed by an authorized representative of Virtual Robot.

13. Changes to these Terms

1. We may change these Terms from time to time. If we do, we'll provide notice of any changes, such as by posting the most recent version on our Services and updating the "Last Updated" date above. You can

view the latest Terms any time by clicking the "Terms of Use" link at the bottom of the applicable webpage. We encourage you to check for updates regularly. Your continued use of the Services following any notice we provide will confirm that you have agreed to the amended Terms. If you do not agree to the amended Terms, you must stop using the Services.