

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THE VIRTUAL
ROBOT ACCOUNT SERVICES!

If you are under the age of 18 (or the age of majority where you live), STOP! You must get your parent or legal guardian to read and accept this Agreement on your behalf.

Virtual Robot Account User Agreement

Effective Date: 04/2018

This Virtual Robot Account User Agreement (the "Agreement") is by and among you, Biowiza S.A., and Virtual Robot ("Biowiza S.A.", "Virtual Robot," "we," "us," or "our"), and applies to your use of the Virtual Robot Account Services through your Virtual Robot Account (defined below).

If you do not agree to the terms of this Agreement, please do not use the Virtual Robot Account Services.

NOTE: TO THE FULLEST EXTENT PERMITTED BY LAW, THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 16 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "CLAIM" (AS DEFINED IN SECTION 16) BETWEEN YOU AND VIRTUAL ROBOT. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION PROVIDED THAT YOU FOLLOW THE PROCEDURE SET FORTH IN SECTION 16.

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1. Definitions

"Virtual Robot Account" means the account created by a person that is used in connection with the Virtual Robot Account Services.

"Virtual Robot Account Service(s)" means the services, applications, software, content, and data we make available to you through your Virtual Robot Account, including, for example, apps, video games, and add-on content.

2. License

Subject to the terms of this Agreement, Virtual Robot grants you a non-exclusive, non-transferable, revocable license to use the Virtual Robot Account Services solely for your personal and non commercial use. You are not allowed to lease, rent, sublicense, publish, copy, modify, adapt, translate, reverse engineer, decompile or disassemble all or any portion of the Virtual Robot Account Services without Virtual Robot's written consent, or unless otherwise expressly permitted by applicable law.

3. Creating and Managing Your Virtual Robot Account

You must have a Virtual Robot Account to use the Virtual Robot Account Services. Unless we permit otherwise, each person may only have one Virtual Robot Account.

When you create your Virtual Robot Account, you must provide us with accurate information. You must promptly update your Virtual Robot Account information if it changes. We reserve the right to deny, ban, or cancel your Virtual Robot Account and any accounts associated with your Virtual Robot Account for any reason.

If you change the country of your Virtual Robot Account, you must agree to the Virtual Robot Account User Agreement applicable to the new country and use any existing account balance. Certain Virtual Robot Account Services and Virtual Robot Account rights may be impacted if you change your country registration.

To protect your Virtual Robot Account, please keep your Virtual Robot Account information confidential. You are responsible for all activity and purchases on or through your Virtual Robot Account and any accounts associated with your Virtual Robot Account. Please notify Virtual Robot if you learn of any unauthorized use of your Virtual Robot Account or associated accounts.

4. Use of the Virtual Robot Account Services

The Virtual Robot Account Services include third party services, applications, software, content, and data ("Third Party Services"). Virtual Robot does not review or monitor the Third Party Services, and we are not responsible for any Third Party Services. If you access or use any Third Party Services, you do so at your own risk.

The Virtual Robot Account Services may vary by country or region and not all Virtual Robot Account Services are available to all Virtual Robot Account holders.

We may allow you to link and unlink your Virtual Robot Account to and from certain Virtual Robot Account Services, and smart device applications.

In the event that you unlink your Virtual Robot Account from a Virtual Robot Account Service, or application, you may not be able to enjoy the rights and benefits of your Virtual Robot Account via that Virtual Robot Account Service, or application. Virtual Robot is not responsible or liable to you for any losses resulting from any such disconnection.

Your Virtual Robot Account may not be transferred to another person. If you sell or transfer your smart device, you must unlink your Virtual Robot Account from the device and any on-device Virtual Robot Account Services.

You are responsible for all costs incurred in connection with your use of the device on which you access the Virtual Robot Account Services, including for example, all mobile data and service plans.

From time to time, we may suspend, modify, or terminate all or some of the Virtual Robot Account Services without notice or liability to you.

5. Updates to the Virtual Robot Account Services

The Virtual Robot Account Services are constantly evolving, and we may update or change features and functionality of the Virtual Robot Account Services from time to time ("Updates"). You may not be able to continue using some of the Virtual Robot Account Services after the Updates. Some of these Updates may be provided automatically without notice to you. By accepting this Agreement, you consent to Virtual Robot providing you with, and installing, automatic Updates to the Virtual Robot Account Services. You agree that any Update is covered by this Agreement.

6. User-Generated Content

The Virtual Robot Account Services may allow you to create and share User-Generated Content.

"User Generated Content" means text, images, audio, video, or other content that you create and share with the public or other users of the Virtual Robot Account Services.

You own your User-Generated Content. However, Virtual Robot retains ownership of any Virtual Robot Intellectual Property (as defined in Section 12) that is contained in your User-Generated Content. Since you own and control your User-Generated Content, you are responsible for it.

Virtual Robot is not responsible or liable for any User-Generated Content. We are not responsible for any loss or damages associated with any User-Generated Content, nor are we liable for any incorrect, defamatory, libelous, false, obscene, or offensive content you may encounter in connection with User-Generated Content. User-Generated Content is the sole responsibility of the user that made it available in connection with the Virtual Robot Account Services.

By accepting this Agreement, you give Virtual Robot permission to use and change your User Generated Content in any way and for any purpose for free. More specifically, you grant Virtual Robot and its affiliates and subsidiaries a worldwide, royalty-free, irrevocable, perpetual, non exclusive, and sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display all or any portion of your User Generated Content, and to incorporate your User-Generated Content in other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without any payment to you.

Your User-Generated Content may be viewed, reproduced, published and/or modified by Virtual Robot and third parties. Virtual Robot may delete any User-Generated Content from the Virtual Robot Account Services and/or Virtual Robot servers at any time, for any reason, in its sole discretion without notice or liability to you. Virtual Robot reserves the right to not post or publish User-Generated Content and is not obligated to store any User-Generated Content.

User-Generated Content that you make available through the Virtual Robot Account Services must comply with the Virtual Robot Code of Conduct (see Section 11).

By making User-Generated Content available via the Virtual Robot Account Services, you represent that you are entitled to do so and agree that Virtual Robot is not obligated to monitor or protect your rights in any User-Generated Content.

7. Shopping Services; Online Subscription Services

As part of the Virtual Robot Account Services, we make certain shopping services available to you (the "Shopping Services"). The Shopping Services may be accessed through your Virtual Robot Account to (a) establish and maintain an account balance and (b) view, download, or purchase certain products, software, content, and services ("Products"). The Shopping Services may vary by country, and may not be available in all countries.

In using the Shopping Services, you are responsible for all activity and purchases on or through your Virtual Robot Account and any accounts associated with your Virtual Robot Account. This includes

unauthorized, fraudulent, or erroneous transactions through your Virtual Robot Account, subject to any payment processing rules or applicable law. Please notify Virtual Robot if you learn of any unauthorized purchases through your Virtual Robot Account.

Except as otherwise permitted by Virtual Robot or as required by applicable law, account balances are not returnable or refundable. Please refer to [Purchase Terms](#) for additional terms applicable to the Shopping Services and Product purchases.

8. Digital Items

As part of the Virtual Robot Account Services, Virtual Robot or third parties may make certain digital content or items available to you ("Digital Items"). If you buy or acquire any Digital Items, you obtain a limited license (as set forth in Section 2) to use such Digital Items in connection with the Virtual Robot Account Services. Other than this limited license, you have no right or title in or to Digital Items. Digital Items cannot be sold or transferred to a third party (unless a transfer is permitted within the Virtual Robot Account Services) and cannot be exchanged for or converted to cash or legal tender or for any goods or services outside of the Virtual Robot Account Services. Except as authorized by Virtual Robot or as required by applicable law, Digital Items are not returnable or refundable.

9. Use of Information

Virtual Robot (including its subsidiaries and affiliates) may access, use, monitor, delete, disclose or preserve information associated with your use of the Virtual Robot Account Services (including, without limitation, User-Generated Content) as is necessary, in Virtual Robot's discretion, (a) to comply with applicable laws, rules, regulations, or orders; (b) to enforce this Agreement or protect the rights of Virtual Robot, its users, or the public; (c) to help prevent a loss of life or serious physical injury to anyone; (d) to prevent potentially illegal or offensive activities; and (e) to provide and improve features of the Virtual Robot Account Services.

10. Privacy Policy

Our [Privacy Policy](#) describes how we use, share, and protect your personal information when you use the Virtual Robot Account Services. By using the Virtual Robot Account Services, you agree that we can use your personal information in accordance with our Privacy Policy.

11. Virtual Robot Code of Conduct

To help keep the Virtual Robot Account Services friendly for all users, you agree that you will adhere to Virtual Robot's Code of Conduct found [here](#).

12. Intellectual Property Rights

Other than your right to use the Virtual Robot Account Services as described in this Agreement, and as between you and Virtual Robot, we retain and reserve all right, title, and interest in and to the Virtual Robot Account Services, including without limitation, to all Virtual Robot Intellectual Property. "Virtual Robot Intellectual Property" means all registered and unregistered trademarks, service marks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, and other confidential and proprietary information of Virtual Robot, including without limitation, all other proprietary or intellectual property rights of any kind in any country.

13. Breach and Termination of the Agreement; Changes to the Agreement

Virtual Robot may terminate this Agreement, or any part of it, if you fail to comply with its terms. Virtual Robot may also terminate all or a portion of this Agreement, at any time, for legal, technical or commercial reasons. Upon any such termination, you must immediately stop using the Virtual Robot Account Services.

You may terminate this Agreement by deleting your Virtual Robot Account and discontinuing use of the Virtual Robot Account Services. If you initiate deletion of your Virtual Robot Account, or if we

suspend, ban and/or delete your Virtual Robot Account for any reason, access to some or all of the Virtual Robot Account Services may be lost, and any accounts associated with your Virtual Robot Account may be suspended or deleted.

We may change the terms of this Agreement from time to time. When we update the Agreement, we will post the current version of the Agreement on Virtual Robot's website. If you do not agree to the changes, you must immediately stop using the Virtual Robot Account Services. If you continue to use the Virtual Robot Account Services, you will be confirming your acceptance of the updated Agreement.

14. Indemnity

If Virtual Robot (including its subsidiaries and/or affiliates) is 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 Virtual Robot Account Services, or any data, information, or other item you make available through the Virtual Robot Account Services, then you agree to indemnify us from all such Covered Losses and any related costs, such as reasonable attorneys' fees.

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 discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

15. Disclaimer of Warranties and Limitation of Liability

USE OF THE VIRTUAL ROBOT ACCOUNT SERVICES IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VIRTUAL ROBOT OR ITS REPRESENTATIVES CREATES A WARRANTY. THE VIRTUAL ROBOT ACCOUNT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND VIRTUAL ROBOT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE VIRTUAL ROBOT ACCOUNT SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT

LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIRTUAL ROBOT WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE VIRTUAL ROBOT ACCOUNT SERVICES, EVEN IF VIRTUAL ROBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, VIRTUAL ROBOT'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE VIRTUAL ROBOT ACCOUNT SERVICES IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE VIRTUAL ROBOT ACCOUNT SERVICES. 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.

16. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

BY ENTERING INTO THIS AGREEMENT YOU AND VIRTUAL ROBOT EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

a. Our Contact Center is available to address any concerns you may have regarding your Virtual Robot Account and the Virtual Robot Account Services. You may contact them by email at info@virtualrobotstud.io. Most matters are quickly resolved in this manner to our customers' satisfaction.

b. Section 16(a) 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.

c. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Section 16 by sending written notice of your decision to opt out to the following email address: legal@virtualrobotstud.io within 30 days from the date you created your Virtual Robot Account. Such notice must include the name of each person opting out, contact information, and the email address registered to your Virtual Robot Account. If you send a timely written notice containing the required information, then Section 16 will not apply to you or Virtual Robot. If you do not send such notice, then you agree to be bound by this Section 16.

17. Applicable Law and Jurisdiction

The laws of San José, Costa Rica, without regard to its conflict of laws and provisions, governs this Agreement and any dispute of any sort pertaining to this Agreement or the Application that might arise between you and Virtual Robot.

If Section 16 is held to be invalid or unenforceable, then for any Claims, the parties consent to the exclusive jurisdiction of the courts located in San José, Costa Rica.

18. Severability

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

19. Contact Information

If you wish to contact Virtual Robot concerning the Virtual Robot Account Services, you may use this email address info@virtualrobotstud.io.

20. Customers Using Smart Device Operating Systems from Apple, Inc.

This Section 20 applies to users who use any Virtual Robot Account Services on smart device operating systems provided by Apple, Inc. (hereinafter "Apple"). In the event of conflict between this Section 20 and the Agreement, this Section 20 shall apply.

a. Virtual Robot grants a license to you only, for the nonexclusive, nonassignable right to download and use the Virtual Robot Account Services for your personal, noncommercial purposes, according to the terms of the iTunes Store Service User Agreement.

b. Apple bears no responsibility for any claims by you or a third party related to your possession or use of the Virtual Robot Account Services, including the following:

(1) A claim of product liability;

(2) A claim that the Virtual Robot Account Services do not comply with applicable law and regulations;

(3) A claim based on any consumer protection act or similar laws and regulations;

(4) A claim by you or a third party that the Virtual Robot Account Services or the use of the Virtual Robot Account Services by you infringes the intellectual property rights of you or a third party.

c. You acknowledge and agree that Apple has no responsibility to provide maintenance or support services for the Virtual Robot Account Services.

d. The Virtual Robot Account Services are provided by Biowiza S.A., headquartered at 11301 Tibás, San José, Costa Rica. Please see Section 19 of this Agreement for contact information concerning the Virtual Robot Account Services.

e. You represent and warrant that you do not live in a US export-embargoed country or a country designated as a State Sponsor of Terrorism by the United States government and that you are not on the list of people barred or excluded from the United States.

f. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries to this Agreement, and that, by acknowledging the provisions of this Agreement, you acknowledge that Apple has the right (or is deemed to have acknowledged the right) to enforce this Agreement against you as third-party beneficiary.