

VRChat Terms of Use and End User License Agreement

Last Updated: June 2, 2017

Welcome, and thank you for your interest in VRChat Inc. (“**VRChat**,” “**we**,” or “**us**”) and our website at www.vrchat.com, along with our related websites, networks, desktop applications (“**Desktop Client**”), mobile applications (“**Mobile App**”), software developer kit (“**SDK**”), and other services provided by us (collectively, our “**Service**”). This VRChat Terms of Use and End User License Agreement (this “**EULA**”), is a legally binding contract between you and VRChat regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING “I ACCEPT,” OR BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA. If you are not eligible, or do not agree to this EULA, then you do not have our permission to use the Service.

You acknowledge and agree that, as provided in greater detail in this EULA:

- the Desktop Client, Mobile App, and SDK are licensed, not sold to you, and you may use the Service only as set forth in this EULA;
- the Service is provided “as is” without warranties of any kind and VRChat’s liability to you is limited;
- disputes arising under this EULA will be resolved by binding arbitration, and **by accepting this EULA, as described in greater detail in Section 24, you and VRChat are each waiving the right to a trial by jury or to participate in a class action;**

1. **VRChat Service Overview.** VRChat is a platform for experiencing, creating, and publishing social virtual reality experiences. Users can create, share, and interact with virtual worlds and avatars.

2. **Eligibility.** You must be at least 13 years of age to use the Service. By agreeing to this EULA, you represent and warrant to us that: (a) you are at least 13 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service complies with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this EULA and you agree to be bound by this EULA on behalf of that organization.

3. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@vrchat.com.

4. **VRChat Software License.** Subject to your complete and ongoing compliance with the terms and conditions in this EULA (including without limitation payment of any applicable fees and compliance with all license restrictions), VRChat grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to each copy of the Desktop Client or

Mobile App (collectively, the “**VRChat Software**”) downloaded directly from VRChat’s website or from a legitimate marketplace (such as the Oculus, Steam, Samsung, or PlayStation store), solely in object code format, for your personal use for lawful purposes, on a single compatible mobile device you own or control, and to access and use the Service in accordance with this EULA. You may not reproduce, distribute, publicly display, or publicly perform the VRChat Software or any part of the Service. Unless, and solely to the extent that, such a restriction is impermissible under applicable law or applicable third party license, you may not: (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the VRChat Software, or make or attempt to make any modification to the VRChat Software; or (b) interfere with or circumvent any feature of the VRChat Software, including without limitation any security, or access control mechanism. You may not use the VRChat Software or the Service for any purpose other than a purpose for which the VRChat Software and the Service are expressly designed. The term VRChat Software, as used in this EULA, includes any update or modification to the VRChat Software made available to you by VRChat (unless provided with separate terms). If you are prohibited under applicable law from using the VRChat Software or the Service, you may not use them. You represent and covenant that you have complied and will continue to comply with the rights and obligations set forth in this Section 4 with regards to your use of any Service previously downloaded or accessed.

5. VRChat SDK License. Subject to your complete and ongoing compliance with the terms and conditions in this EULA and any additional terms included with the SDK, VRChat grants you a limited, personal, worldwide, royalty-free, non-exclusive, nonsublicenseable, and nontransferable license to: (a) use a reasonable number of copies of any documentation provided as part of the SDK (“**Documentation**”) solely in connection with your development of avatars, virtual worlds, and other virtual items for use solely within the Service (“**Virtual Content**”); (b) reproduce, modify, and use any sample software provided to you in source code format as part of the SDK in either object code or source code formats solely in connection with your development and use of Virtual Content within the Service; and (c) reproduce and distribute any sample software provided to you in object code format as part of the SDK, including any plugins (“**SDK Object Code**”) in object code format solely in connection with your development and use of Virtual Content within the Service. You will not: (i) transfer, disclose, or distribute any portion of the SDK or Documentation or access to either to any third party, except as permitted by the license grant above; (ii) subject any portion of the SDK or Documentation to the terms of any “open source” or “creative commons” license; (iii) modify any of the SDK Object Code included with the SDK; or (iv) use the SDK or Documentation to develop code, software, or other materials for anything other than for use with the Service.

6. Payment. Access to the Service, or to certain features of the Service, may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. dollars and are non-refundable. If VRChat changes the fees for the Service, including by adding additional fees or charges, VRChat will provide you advance notice of those changes. If you do not accept the changes, VRChat may discontinue providing the Service to you. VRChat will charge the payment method you specify at the time of purchase. You authorize VRChat to charge all sums as described in this EULA, for the Service you select, to that payment method. If you pay any fees with a credit card, VRChat may seek

pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If you use the Service to update or cancel any existing authorized payment, it may take up to 10 business days for the update or cancellation to take effect.

7. User Content

7.1. User Content Generally. Certain features of the Service may permit users to upload content to the Service, including software code, messages, photos, video, images, folders, data, text, and other types of works (“**User Content**”) and to publish User Content on the Service. You retain copyright and any other proprietary rights that you may hold in the User Content you post to the Service.

7.2. Limited License Grant to VRChat. By posting, publishing, or otherwise developing User Content in the Service, you grant VRChat a worldwide, non-exclusive, irrevocable, royalty-free, perpetual, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. You agree that the license granted to VRChat under this Section 7.2 applies to any User Content you previously posted, published, or otherwise developed in the Service.

7.3. Limited License Grant to Other Users. By posting or sharing User Content with other users of the Service in a public portion of the Service, or by setting any of your User Content to public, you grant those users a non-exclusive license to access and use that User Content as permitted by this EULA and the functionality of the Service.

7.4. User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize VRChat and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by VRChat, the Service, and this EULA; and
- b. your User Content, and the use of your User Content as contemplated by this EULA, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause VRChat to violate any law or regulation.

7.5. User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. VRChat may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates this EULA or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. Most worlds available through VRChat are created by other users or third parties, and VRChat does not control or actively monitor the content or technical features

of individual worlds. You understand that any world you enter is at your own risk. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against VRChat with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to this EULA, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, VRChat does not permit copyright-infringing activities on the Service.

8. Digital Millennium Copyright Act

8.1. DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

VRChat Inc.

ATTN: Legal Department (Copyright Notification)

1062 Folsom St., Suite 200

San Francisco, CA 94103

Email: copyright@vrchat.net

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

8.2. Repeat Infringers. VRChat will promptly terminate without notice the accounts of users that are determined by VRChat to be “**Repeat Infringers**.” A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the Service at least twice.

9. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- share, publically post, copy, or distribute another user's User Content without their permission;

- post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service, including the SDK Object Code, except to the extent that the activity is expressly permitted by applicable law;
- upload to the Service any software code, routine, or instructions that interfere with, or otherwise attempt to impair, the operation of the Service, any user's enjoyment of the Service, or any user's underlying code or hardware, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- bypass any security or other features of the Service designed to control how the Service is used, harvest, or mine User Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
- use any robot, spambot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Service or to extract data;
- decipher, reverse engineer, decompile, or disassemble the Service or the VRChat Software, or the software used to provide the Service or the VRChat Software, in whole or in part, or authorize, direct, or cause a third party to do so;
- use, display, mirror, frame, or utilize framing techniques to enclose the Service or any content available through the Service ("**Content**"), or any portion or component of the Service, unless and solely to the extent VRChat provides the means for embedding any part of the Service or the Content;
- access, tamper with, or use non-public areas of the Service, VRChat's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of VRChat's providers;
- use the Service in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party;
- sell or otherwise transfer the access granted under this EULA or any Materials (as defined below) or any right or ability to view, access, or use any Material; or
- attempt to do any of the acts described in this Section 9, or assist or permit any person in engaging in any of the acts described in this Section 9.

10. Termination of Use; Discontinuation and Modification of the Service. You may terminate your account at any time by contacting customer service at support@vrchat.net. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Service. If you violate any provision of this EULA, your permission from us to use the Service will terminate automatically. In addition, VRChat may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

11. Third-Party Services and Linked Websites. VRChat may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on VRChat with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

12. Consent to Use of Data. You agree that VRChat may collect and use technical data and related information, including but not limited to UDID and other technical information about your device, system and VRChat Software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes. If you are located outside of the United States, you expressly consent to the transfer and processing of your data outside your home jurisdiction.

13. IP Ownership, Reservation of Rights. The Service, including the Desktop Client and SDK, is owned and operated by VRChat. The Desktop Client, SDK, content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, services, and all other elements of the Service (the “**Materials**”), are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and VRChat, all Materials, including all associated intellectual property rights, are the sole and exclusive property of VRChat, its subsidiaries or affiliated companies, or its third-party licensors. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or use the Materials except as expressly authorized under this EULA. VRChat reserves all rights not expressly granted in this EULA. You do not acquire any right, title, or interest to the Materials, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this EULA.

14. Third Party Software. The software you download comprises a package of components, including certain third party software (“**Third Party Software**”) provided under separate license

terms (the “**Third Party Terms**”). Your use of the Third Party Software in conjunction with the VRChat Software or the SDK in a manner consistent with this EULA is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in this EULA is intended to impose further restrictions on your use of the Third Party Software. The Service may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms, which can be found at <https://vrchat.net/legal/attribution> and/or in the Service’s documentation or the applicable help, notices, about or source files. Copyrights to the open source software are held by the respective copyright holders indicated therein.

15. **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”), such as additional license agreements for any downloadable Materials, SDK Documentation, or rules that apply to particular features or content on the Service, subject to the section of this EULA titled “Modification of this EULA”. All Additional Terms are incorporated by this reference into, and made a part of, this EULA.

16. **Modification of this EULA.** We reserve the right, at our discretion, to change this EULA on a going-forward basis at any time. Please check this EULA periodically for changes. If a change to this EULA materially modifies your rights or obligations, you will be required to accept the modified EULA in order to continue to use the Service. This EULA will be identified by the most recent date of revision and will be effective immediately upon being made available through www.vrchat.com or otherwise through the Service, except: (a) if any such modification materially alters your rights under this EULA, we will attempt to notify you directly through a message sent to the email address you have provided to VRChat, if any, or through a pop-up window or other notification when you access or use the Service; (b) such materially modified EULA will be effective upon the earlier of your use of the Service with actual knowledge of the changes or thirty days after the changes are made available to you; and (c) no modifications to this EULA will apply to any dispute between you and VRChat that arose prior to the date of such modification. Your use of the Service after modifications to this EULA become effective constitutes your binding acceptance of such changes. If you are dissatisfied with the terms of this EULA or any modifications to this EULA, then you agree that your sole and exclusive remedy is to discontinue any use of the Service.

17. **Feedback.** If you provide VRChat with any comments, bug reports, feedback, or modifications proposed or suggested by you for the Service (“**Feedback**”), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and VRChat will have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Service. You hereby grant VRChat a perpetual, irrevocable, nonexclusive license under all rights necessary to so incorporate and use your Feedback for any purpose.

18. **Indemnity.** You are responsible for your use of the Service, and you will defend and indemnify VRChat and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the “**VRChat Entities**”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of

any portion of this EULA, any representation, warranty, or agreement referenced in this EULA, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

19. Disclaimers; No Warranties

THE DESKTOP CLIENT, SDK, AND SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “**AS IS**” AND ON AN “**AS AVAILABLE**” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VRCHAT ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE VRCHAT ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. VRCHAT EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF LOCATION BASED SERVICES, AND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION OR FEATURES AVAILABLE THROUGH THE SERVICE, OR THE QUALITY OR CONSISTENCY OF THE SERVICE. VRCHAT FURTHER DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO YOUR CARRIER’S NETWORK OR SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE VRCHAT ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS EULA. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

20. Limitation of Liability

IN NO EVENT WILL THE VRCHAT ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY VRCHAT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. EXCEPT AS PROVIDED IN SECTION 24.4(iii), THE AGGREGATE LIABILITY OF THE VRCHAT ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS EULA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO VRCHAT FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS EULA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS EULA. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS EULA. THE LIMITATIONS IN THIS SECTION 20 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. THIRD PARTY DISPUTES. VRCHAT IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR ADVERTISER, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, ADVERTISER, OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY OTHER USER OF ANY SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE VRCHAT (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

22. Governing Law. This EULA is governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under this EULA, then

you and VRChat agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any dispute. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

23. General. This EULA is the entire and exclusive understanding and agreement between you and VRChat regarding your use of the Service. Except as expressly permitted above, this EULA may be amended only by a written agreement signed by authorized representatives of all parties to this EULA. You may not assign or transfer this EULA or your rights under this EULA, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this EULA at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this EULA, or any provision of this EULA, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this EULA is for convenience only and will have no impact on the interpretation of any provision. If any part of this EULA is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of this EULA, Sections 2, and 4 through 25, and any other accompanying agreements, will survive.

24. Dispute Resolution and Arbitration

24.1. Generally. In the interest of resolving disputes between you and VRChat in the most expedient and cost effective manner, you and VRChat agree that every dispute arising in connection with this EULA will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this EULA, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this EULA. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND VRCHAT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

24.2. Exceptions. Despite the provisions of Section 24.1, nothing in this EULA will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

24.3. Arbitrator. Any arbitration between you and VRChat will: (a) be settled under the Federal Arbitration Act; (b) be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this EULA; (c) be administered by the AAA; and (d) if an arbitration hearing is held, take place at a mutually-agreed location in San

Francisco County, California. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting VRChat.

24.4. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("**Notice**"). VRChat's address for Notice is: VRChat Inc., 1062 Folsom St., Suite 200, San Francisco, CA 94103. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or VRChat may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or VRChat must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, VRChat will pay you the highest of: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by VRChat in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.

24.5. Decision. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

24.6. No Class Actions. YOU AND VRCHAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, unless both you and VRChat agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

24.7. Modifications to this Arbitration Provision. If VRChat makes any future change to this arbitration provision, other than a change to VRChat's address for Notice, you may reject the change by sending us written notice within 30 days of the change to VRChat's address for Notice, in which case your account with VRChat will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

24.8. Enforceability. If Section 24.6 is found to be unenforceable or if the entirety of this Section 24 is found to be unenforceable, then the entirety of this Section 24 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 22 will govern any action arising out of or related to this EULA.

25. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

26. Contact Information. The Desktop Client, Mobile App, SDK, and the Service are offered by VRChat Inc., located at 1062 Folsom St., Suite 200, San Francisco, CA 94103. You may

contact us by sending correspondence to that address or by emailing us at support@vrchat.com.