

End User Agreement

**VR Motion Learning GmbH & Co KG
Use of digital VR Motion Learning-content**

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**VR Motion Learning GmbH & Co KG
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**FN 518808 d (Austrian commercial register number)
Commercial Court of Vienna**

The following terms and conditions apply for the access to and the use of VR Motion Learning GmbH & Co KG software products such as downloaded gaming software.

BY CLICKING “I AGREE“ AND USING VR MOTION LEARNING-SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE VR MOTION LEARNING-SERVICES.

1. General Terms - VR Motion Learning - User Account

- 1.1. By accessing and/or using the VR Motion Learning-services you agree to comply with all laws, provisions and regulations.
- 1.2. In order to access and use VR Motion Learning-content all players (users) are in need of a private user account. For the creation of a VR Motion Learning-user account and prior to accessing the game each user needs to read and sign the VR Motion Learning-end user agreement.
- 1.3. To create a VR Motion Learning-user account, you must have a valid email address, and provide truthful and accurate information. You must be eligible to use the VR Motion Learning-service for which you are registering and must be resident of a country where use of VR Motion Learning-services is permitted.
- 1.4. To create a VR Motion Learning-user account, you must have reached the minimum age that is required by the VR hardware manufacturer or such other minimum age as is applicable in your country of residence. You have to make sure to carefully read and review the instructions for use of your VR hardware. If you are aged between the relevant minimum age and 18 (or the age of majority where you live), you and your parent or guardian must review this agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using VR Motion Learning-services.
- 1.5. You are responsible for the activity on your VR Motion Learning-user account. Your user account may be suspended or terminated if someone else uses it to engage in activity that violates this agreement.
- 1.6. You may cancel your VR Motion Learning-user account at any time. You also may cancel a subscription to a particular c-service at any time (see Terms of Service).
- 1.7. Your user account is not transferable, neither in return for payment nor without payment, unless the VR Motion Learning GmbH & Co KG explicitly agrees to the transfer.
- 1.8. As a VR Motion Learning-user you are obligated to keep your log-in-data, password and/or access data to your personal user account secret. Furthermore, you are obligated to inform the VR Motion Learning GmbH & Co KG immediately, in case unauthorized persons gain knowledge of your personal information (data) or you suspect unauthorized third parties' knowledge. In that case you will change your information (data) or will let the VR Motion Learning GmbH & Co KG change it. Moreover, the VR Motion Learning GmbH & Co KG reserves the right to temporarily block your access in the event of such a case. As soon as the suspicion of misuse or abuse of your personal information (data) through you or third persons is eliminated at our discretion, your user account will be re-authorized.
- 1.9. In case your user account is used by a third person, because this person received the access data by your own negligence or imprudence, you will be treated as if you had acted yourself.
- 1.10. You are obligated to refrain from utilizing an IP-Proxying or other method to disguise your location of residence or other geographical limitations.

2. Creating a VR Motion Learning-user account

- 2.1. Every player creates his/her own private user with a fictional username. This name will be published and used on publications like high score lists, leading players etc., as well as all possible other publications. You are not granted the right to the allocation of a certain username.
- 2.2. The VR Motion Learning GmbH & Co KG is entitled to modify and/or delete your chosen username because of technical, ethical or legal reasons, without the need of your consent.
- 2.4. It is prohibited to use another players user account, unless the rules of the game provide an explicit exception.
- 2.5. As the user you are responsible that your provided information (data) as part of creation of your user account and/or part of your paid subscription is truthful and accurate. You are

obligated to inform the VR Motion Learning GmbH & Co KG about changes of the data. On request you are obligated to confirm the accuracy of your data.

- 2.6. You are responsible for your user account. You may not use a username or upload a picture, which could possibly infringe third parties' intellectual property rights, legal requirements, this agreement, third parties' personal rights or third parties' public rights (see 6.1.).

3. Payment Details

- 3.1. In order to buy VR Motion Learning-content, you have to declare a payment method.
- 3.2. With the creation of your user account you accept that you will always keep your payment details and your billing address up to date, as well as that you are authorized to use the given payment method.
- 3.3. With your explicit consent, the VR Motion Learning GmbH & Co KG may utilize third party credit card updating services to obtain current card number and/or expiration dates on credit cards provided by you to the VR Motion Learning GmbH & Co KG.
- 3.4. You agree not to make use of any payment methods to purchase VR Motion Learning-content for fraudulent purposes, without permission of the authorized owner, or otherwise in connection with a criminal offence or other unlawful activity. Your account may be suspended or terminated if such activity is detected by VR Motion Learning GmbH & Co KG on your VR Motion Learning-user account.

2. License

- 2.1. The VR Motion Learning GmbH & Co KG grants you a personal, limited, non-transferable, revocable and non-exclusive license to use the VR Motion Learning-services to which you have access for your non-commercial use (unless a commercial use is explicitly permitted by your contractual terms or according to the respective terms of your subscription), subject to your compliance with this agreement. You may not access, copy, modify or distribute any VR Motion Learning-service, content or entitlements, unless expressly authorized by the VR Motion Learning GmbH & Co KG, permitted by law or explicitly permitted by your contractual terms or according to the respective terms of your subscription.
- 2.2. You may not reverse engineer or attempt to extract or otherwise use source code or other data from VR Motion Learning-content, unless expressly authorized by the VR Motion Learning GmbH & Co KG or permitted by law. The VR Motion Learning GmbH & Co KG reserves all rights, including all right, title and interest in the VR Motion Learning-services and associated intellectual property rights.

3. VR Motion Learning-Content

- 3.1. The VR Motion Learning-Services include content and entitlement, regardless of the way to access or use the online or off-line elements of VR Motion Learning-services. Content is inter alia the software, technology, computer programs, games, music, videos, texts and all audio visual or other material appearing on or emanating to or from VR Motion Learning-services, as well as the design and appearance of our websites.
- 3.2. VR Motion Learning-content also includes user-generated content, such as username, profile content and other content contributed by users to VR Motion Learning-services.
- 3.3. You are granting VR Motion Learning GmbH & Co KG a non-exclusive, perpetual license to use, host, store, reproduce, modify, create derivative works, publicly perform, publicly display or otherwise transmit and communicate your user-generated content, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You also grant all other users who can access and use your user-generated content the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your user-generated content on or through the relevant VR Motion Learning-service without further notice, attribution or compensation to you.

4. Necessary Technical Equipment

- 4.1. The use of the VR Motion Learning-software and content is only possible with locally installed software on your computer (hardware and software requirements for the computer and VR equipment are provided on VR Motion Learning web site) as well as steady internet connection.
- 4.2. Expenses for the in 4.1. enlisted software/hardware and the use thereof as well as the internet connection fees are born by the user. It is the users' obligation to keep the terminal device (and the VR headset) in such condition, that allows the use of the gaming software. The VR Motion Learning GmbH & Co KG does not provide any support therefore.

5. Availability of VR Motion Learning-Services and Updates

- 5.1. The VR Motion Learning GmbH & Co KG does not guarantee that any VR Motion Learning-services, content or entitlements will be available at all times, in all locations, or at any given time or that we will continue to offer a particular VR Motion Learning-service, content or entitlements for any particular length of time. The VR Motion Learning GmbH & Co KG does not guarantee that VR Motion Learning-services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations.
- 5.2. From time to time, the VR Motion Learning GmbH & Co KG may update, change or modify VR Motion Learning-services, content or entitlements, without notice to you. These updates and modifications may be required in order to continue to use VR Motion Learning-services.
- 5.3. The VR Motion Learning GmbH & Co KG may need to update or reset certain parameters. These updates or "resets" may cause you setbacks within the game and may affect your progress in the game and user-statistics.
- 5.4. The VR Motion Learning GmbH & Co KG may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer, entertainment system or device. These technologies may be different across platforms, and the performance of VR Motion Learning-services may vary depending on your computer and other equipment. You understand that certain updates to these technologies may be required in order to continue use of an VR Motion Learning-services.

6. Your Obligations

- 6.1. As a user you are obligated to refrain from interfering with or disrupting any VR Motion Learning-service or any server or network used to support or provide an VR Motion Learning-service. You are also obligated to refrain from jeopardizing or disrupting fruitful interactions between users.
- 6.2. You are prohibited from choosing a username, which infringes third-party rights such as e.g. copyrights, personal rights and trademark rights or violates the prohibition of immoral conduct. Usernames, which in any manner and at the discretion of the VR Motion Learning GmbH & Co KG seem to be morally reprehensible, offensive, racist, suitable for bullying, political, discriminating or simply targeting the feelings of a certain group, may be deleted by the VR Motion Learning GmbH & Co KG without your prior consent. The VR Motion Learning GmbH & Co KG disassociates itself herewith explicitly from such behavior.
- 6.3. You are prohibited from publishing, reproducing, diffusing copyright content or making copyright content publicly available. You are also prohibited from infringing commercial property rights.
- 6.4. You are prohibited from reproducing or making the picture of another person publicly available (e.g. user picture), without written declaration of consent of the party concerned.
- 6.5. You are prohibited to use any software or program that damages, interferes with or disrupts a VR Motion Learning-service or another's computer or property, such as e.g. denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs. You are prohibited to interfere with or disrupt any VR Motion Learning-service or any server or network used to support or provide a VR Motion Learning-service, including any hacking or cracking into a VR Motion Learning-service.

- 6.5. Intentionally false entries, data misuse, the use or upload of impermissible content or a violation of an obligation derived from this agreement entitles the VR Motion Learning GmbH & Co KG to terminate the contract without notice and deletion of your user account.
- 6.6. Sportsmanlike conduct is expected of all users. Therefore, you are obligated to refrain from harassing, threatening, embarrassing or doing anything else to another player that is unwanted.

7. Use of data

- 7.1. When you use an VR Motion Learning-service, the VR Motion Learning GmbH & Co KG may collect and store data from your computer or device, including information about your computer or device and operating system (such as IP Address and device ID), information about your VR Motion Learning-Service usage, gameplay and usage statistics, system interactions and peripheral hardware.
- 7.2. If you play an VR Motion Learning-service offline, this data will be stored on your device and transmitted to the VR Motion Learning GmbH & Co KG when your device connects to the Internet.
- 7.3. If you participate in online services, the VR Motion Learning GmbH & Co KG also may collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements).
- 7.4. You allow the VR Motion Learning GmbH & Co KG to track, analyze, save and utilize your movement while using the VR-Trainings-Software. On the basis of the data of movement we generate a user specific motion profile. This motion profile allows the VR Motion Learning GmbH & Co KG to personalize the Training-software.

8. Liability

- 8.1. The VR Motion Learning GmbH & Co KG is liable for claims for damages due to an infringement of contractual or extra-contractual obligations only in cases
 - of willful intent or gross negligence;
 - of grossly negligent or intentional harm to life, body, or health;
 - of willful intent or intentional infringement of important contractual obligations;
 - of slight negligence in case of a culpable breach of essential contractual obligations, but only for foreseeable, typical damages;
 - where we assumed an express guarantee of condition and quality;
 - based on a mandatory liability.
- 8.2. The liability for indirect damages - e.g. loss of profit, costs in connection with an operational interruption, loss of data, third-party claims - are explicitly excluded.
- 8.3. If contractual obligations cannot be met because of force majeure, like war, terrorism, natural disasters, fire, strikes, lockout, embargo, sovereign interventions, epidemics, pandemics, power failure, failure of means of transport, failure of telecommunication networks or data lines, changes in laws after contract conclusion affecting the Services or other non-availability of digital content, it cannot be considered as a breach of contract.
- 8.4. The liability for possible damages of hardware, e.g. resulting from hectic movement and wrong execution/performance of the software is excluded (see 7.3.). Moreover, VR Motion Learning GmbH & Co KG is not liable for possible damages of the user's surroundings. It is your obligation to provide a safe and suitable surrounding before playing.
- 8.5. The liability for the interruption of the operational network, which is not a fault of the VR Motion Learning GmbH & Co KG is excluded.
- 8.5. The liability for the loss of data is excluded, except for the loss of data, which could not have prevented by the user's security measures.

14. Changes to the Agreement

- 14.1. The VR Motion Learning GmbH & Co KG may modify this Agreement from time to time, so please review it frequently. Users who accepted a version of this agreement prior to

modification, will be informed about the planned changes of the agreement by email and at the latest thirty (30) days before the planned implementation of the new version.

- 14.2. You may raise an objection within thirty (30) days after having received the email. Your continued use of the VR Motion Learning-service (without objection) means you accept the changes. If you are asked to accept material changes to this agreement and you decline to do so, you may not be able to continue to use the VR Motion Learning-service provided. In the email consisting of the planned changes you will be informed about the 30-day deadline to exercise your right of refusal of the change and the arising consequences.

15. Health Warning and other Notes

- 15.1. Some individuals may experience from epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy.
- 15.2. If you, or anyone in your family has an epileptic condition or has had seizures of any kind, consult your physician before playing. Consult with your physician before using the headset if you are pregnant, elderly, have pre-existing binocular vision abnormalities or psychiatric disorders, or suffer from a heart condition or other serious medical condition.
- 15.3. In order to prevent damages to your health, we advise you:
- not to play, when you are tired or need sleep;
 - not to play, when you are under the influence of alcohol or drugs;
 - not to play, when you are hung-over;
 - not to play, when have digestive problems;
 - not to play, when you are under emotional stress or anxiety;
 - not to play, when you are suffering from cold, flue, headaches, migraines, or earaches;
 - to only to play with an unimpaired sense of motion and balance;
 - to take a break every 10 to 15 mins or take a 10 to 15 minute break every 30 minutes, even if you don't think you need it;
 - to read the health & safety warnings of the VR headset carefully before using your VR system;
- 15.4. Always be aware of your surroundings before beginning use and while using the headset. You are responsible for creating and maintaining a safe environment for use at all times. Use caution to avoid injury. Serious injuries can occur from tripping or running into or striking walls, furniture, other objects or people, so clear an area which is sufficiently big (reference: at least 3 meters (=9.8 foot) height and 5 meters (=16.4 foot) width and 5 meters (=16.4 foot) length) for safe use before using the headset. Take special care to ensure that you are not near items that you may hit or strike, or areas which may cause you to lose your balance when using—or immediately after using—the headset, like other people, objects, stairs or steps, ramps, sidewalk(s), balconies, open doorways, windows, furniture, open flames (like candles or fireplaces), ceiling fans or light fixtures, televisions or monitors, or other things.
- 15.5. To reduce the risk of injury, it is highly advisable to consider having another person act as a spotter while you move around in your virtual world.
- 15.6. You are responsible to take appropriate steps to prevent people (particularly children) or pets who do not understand that your perceptions are limited from entering your play space. Additionally, you should ensure that your play space has a level, firm and even surface without loose carpeting or rugs, uneven surfaces or similar hazards. Remove any tripping hazards from the play space before using the headset.
- 15.7. The virtual reality blocks your view of your surroundings. Remember that while using the headset you may be unaware that people and pets may enter your play space.
- 15.8. Immediately discontinue playing if any of the following symptoms are experienced:
- seizures, involuntary movements or loss of awareness;
 - eye strain, eye or muscle twitching;
 - dizziness, disorientation;
 - impaired balance, impaired hand-eye coordination;
 - nausea, drowsiness, fatigue;
 - any symptoms similar to motion or sea sickness.
- 15.9. Just as with the symptoms people can experience after they disembark a cruise ship, symptoms of virtual reality exposure can persist and become more apparent hours after use.

These post-use symptoms can include the symptoms above, as well as excessive drowsiness and decreased ability to multi-task. These symptoms may put you at an increased risk of injury when engaging in normal activities in the real world.

- 15.10. It is essential that you
- make sure to clear the playing area in order to create a safe environment for use at all times. While playing you may not be able to view and hear your actual surroundings. You are responsible for creating and maintaining a safe environment for use at all times.
 - set the volume level in such a manner that you are still able to hear surrounding sounds while playing and to prevent possible hearing damage.
 - consult your doctor before playing, if you previously have experienced symptoms of seizures and similar symptoms linked to an epileptic condition.
 - Immediately discontinue playing when experiencing any symptoms.

16. Disputes, Arbitration

- 16.1. The European Online Dispute Resolution (ODR) platform is provided by the European Commission to make online shopping safer and fairer through access to quality dispute resolution tools. You can access the ODR platform under <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.trader.register&lng=EN>. Please note that the VR Motion Learning GmbH & Co KG is not obligated to take part in a dispute resolution but may choose to do so.
- 16.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this agreement or for disputes resulting from or in connection with this agreement.
- 16.3. Please note the VR Motion Learning Terms of Service, the VR Motion Learning Privacy Statement and VR Motion Learning Revocation Instruction.