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Health and Safety Precautions

Due to its virtual-reality nature, the Game can be physically challenging. Please consider your state of health before you start playing. If you have any doubts, consult a physician. Take breaks regularly and stay hydrated. Please be careful and mindful of your environment when playing the Game. Always make sure there is enough space for you to play safely and that there are no obstacles or dangerous objects around you.

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

Children

The Game should not be used by children under the age of 13, as this is a critical period in visual development. Adults should monitor children (age 13 and older) who are using or have used the Game for any of the symptoms described above, and should limit the time children spend using the Game and ensure that they take breaks during use. Prolonged use should be avoided, as it could negatively impact hand-eye coordination, balance, and multi-tasking ability. Adults should monitor children closely during and after use of the Game for any decrease in these abilities.

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

Termination

If you materially breach this agreement, we have the right to terminate the agreement without any notice period. If it comes to this, you will lose all the rights granted by this agreement, namely the right to use the Game, whereas we shall have no further obligations to you stemming from this agreement.

Equitable Remedies

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

Indemnity

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

Miscellaneous

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This EULA shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the exclusive jurisdiction of the courts of England. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this EULA or to any dispute or transaction arising out of this EULA. Both parties agree that they before initiating any action in court, first seek to resolve any dispute between them through good faith negotiations of up to 30 days initiated by written communication, except in the case of injunctive relief. This EULA is in substitution for all previous contracts express or implied between the parties. This EULA embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this EULA.

Severability

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

THINGS3D LTD.

Attn: Chief Privacy Officer Things3D Ltd, Suite 34-27 Beechfield House, Winterton Way, Lyme Green Business Park SK11 0LP Macclesfield, Cheshire, United Kingdom.

privacy@things3d.com

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