

# LOOPED

## TERMS OF USE

EFFECTIVE DATE: JANUARY 1, 2020

These Terms of Use ("Terms") apply to the use of the VIPVR and Looped mobile application (the "App"), website and services offered through the App or website (together the "Services"). The App and Services are provided by VIPVR, LLC, a Delaware limited liability company ("VIPVR," "we," "us" or "our"), and these Terms represent a binding agreement between you as the user of the App and Services ("you" or "your") and VIPVR. By downloading and using the App and using the Services provided by the App, you confirm your acceptance of these Terms and our associated Privacy Policy and Purchase Policy. If you do not agree to these Terms, you must immediately uninstall the App and discontinue use of the App and Services.

NOTE: THESE TERMS CONTAIN AN ARBITRATION PROVISION WITH A CLASS ACTION WAIVER AND A WAIVER OF THE RIGHT TO A JURY. PLEASE REVIEW SECTION 16 BELOW BEFORE DOWNLOADING OR USING THE APP OR OUR SERVICES.

Users of the App and Services may include (a) end users, such as fans, (b) celebrities, artists and entertainers (collectively, "Artists") that participate in video chats, virtual meets and greets and live and recorded performances ("Events") and any person with the requisite rights, powers and authorizations necessary to represent, and make commitments for the personal services of Artists in connection with the Services ("Lenders"), and (c) businesses ("Promotional Partners") that we may engage with to provide Services and Events to their users.

These Terms are in addition to any agreement between VIPVR and any Artist, Lender or Promotional Partner relating to use of the App for Events ("Other Agreements"). In the event of any conflict between these Terms and the Other Agreements, these Terms will prevail, unless expressly stated otherwise in the Other Agreements.

### **1. Changes**

We may from time to time modify, amend or vary these Terms (collectively, "Modifications"). Please check these Terms regularly to ensure you are aware of any Modifications made by us. If you continue to use this App and Services, you are deemed to have accepted such Modifications. If you do not agree to such Modifications, you should discontinue use and uninstall the App. We will post the Effective Date of the Terms, including any Modifications, as set forth above.

You understand and agree that we may change or discontinue the App or Services or change or remove functionality of the App or Services any time at our sole discretion. YOU AGREE THAT WE CAN SEND UPDATES TO THE APP DIRECTLY TO YOUR MOBILE DEVICE.

## **2. App Store Terms**

The App may be available for download from one or more platforms, such as Apple iTunes or Google Play (“App Stores”). Your download, installation, access to or use of the App is also bound by the terms and conditions and privacy policies of the applicable App Store (“App Store Terms”). If there is any conflict between these Terms and the App Store Terms, then these Terms will prevail.

This App is independent of and is not associated, affiliated, sponsored, endorsed or in any way linked to any App Store. You and we acknowledge that these Terms are entered into between you and us only, and not with any App Store, and we, not the App Store, are solely responsible for the App and the content thereof to the extent specified in these Terms.

You and we acknowledge that we, not the relevant App Store, are responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.

You and we acknowledge and agree that the relevant App Store, and that App Store’s subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, that App Store will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

## **3. Equipment, Mobile Device and Carrier Requirements**

You are responsible at your sole cost for all equipment, devices, and Internet or mobile or cellular access to use the App and Services. You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by your Mobile Provider for data services while using certain features of the App or any other third-party charges as may arise and you accept sole responsibility for such charges. If you are not the bill payer for the Device (defined below) being used to access the App, you will be assumed to have received permission from the bill payer for using the App. You must also ensure that

your use of the App and Services is not in violation of your mobile device agreement or any wireless data service agreement.

#### **4. Eligibility and Registration**

You must be at least 13 years of age to use the App and our Services, provided that we will obtain parental consent in jurisdiction for which parental consent is required to process a user's personal information. You must not be prohibited from receiving any aspect of our App or our Services under applicable laws or be on any applicable denied party listing or be a resident of or located in a Restricted Jurisdiction (as defined in Section 20 below). You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms, and to abide by and comply with these Terms. You can register to participate in video chats, Events and other Services offered through the App by completing our registration form. You agree to provide complete and accurate information when registering to use the App and Services, and to keep that information updated.

Promotional Partners are responsible for assigning authorized users under their accounts and for ensuring that all authorized users comply with these Terms. Lenders are responsible for ensuring their Artists comply with these Terms. Account credentials are the property of VIPVR, should be maintained as confidential and should not be shared, transferred or disclosed. You are responsible for all activity under your account and account credentials.

Please note that certain aspects of our Services, such as sweepstakes, contests and other promotions, may be limited by geographical territory. You may not be able to participate in such Services if you are not a resident of or located in such geographical territory.

By using the App and Services, you represent that:

- you own all rights in and to any content provided by you ("User Content"), including any information, designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, literary works and any other materials, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such User Content;
- you will fully comply with all applicable laws and agreements which govern your use of the App and Services; and

- you will not use the App and Services in violation of any law or for any fraudulent or illegal activity.

## **5. Privacy/Device and Geolocation Data**

Any personally identifiable information that you provide through the App and Services will be processed and shared in accordance with our Privacy Policy. Please note that we may collect information regarding your Device, such as IP address, network provider, mobile carrier, mobile browser type, timestamp, time zone, information about the speed, bearing, orientation, and altitude of a device, or other device-identifying information. We may also collect precise geolocation data from or about your Device, which may be expressed by latitude-longitude coordinates obtained through GPS tools, WiFi data, cell tower triangulation or other techniques. Our use of such information is described in our Privacy Policy, which you accept as a condition to using the App or Services.

## **6. License**

VIPVR hereby grants you a non-exclusive, non-transferable, revocable license to access and use the App and Services for your personal, non-commercial use and only on an approved Apple or Android device ("Device") as permitted by the applicable App Store Terms and in accordance with these Terms ("User License"). All other rights in the App and Services are reserved by VIPVR. In the event of your breach of these Terms, we will be entitled to terminate the User License immediately.

You agree not to (i) modify, adapt or translate the App or Services or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the App or Services; (ii) remove any copyright notice, trade mark, legend, logo or product identification from the App or Services; (iii) modify, translate or prepare derivative works of the App or Services, or any portion thereof; (iv) make any commercial use of the App or Services; or (v) rent, lease, distribute or lend the App or Services to third parties.

## **7. Use of Services and Purchase Policy**

The App and Services allow you to connect with Artists well as other users through video chats, virtual meet and greets and other live and recorded Events. You agree VIPVR shall have the right to record your video chat and virtual meet and greet sessions (collectively, "Recorded Events") with other users and the Artists and that VIPVR shall own all right, title and interest, including all intellectual property rights, in the Recorded Events. Our rights in Recorded Events include and you grant to us, but are not limited to, the worldwide, perpetual, transferable, royalty-free, fully-paid up and irrevocable

right to store, broadcast, modify or make derivative works of, make copies of, distribute, publicly perform and publicly display the video chat and your likeness, voice, image, comments, content, music and performance as contained in the Recorded Event in any all media and format, whether now known or created in the future. YOU CONSENT TO BEING RECORDED USING THE VIDEO CHAT AND OTHER FEATURES IN THE APP AND SERVICES. IN ADDITION, YOU AGREE NOT TO SCREEN RECORD OR IN ANY OTHER WAY RECORD ANY VIDEO CHAT OR OTHER RECORDED EVENT.

In addition, you may have the opportunity to make certain purchases through the App or Services. All such purchases are subject to our Purchase Policy.

## **8. Intellectual Property**

"VIPVR," "Looped" and associated logos are the trademarks of VIPVR, LLC. The App and its contents ("App Contents") and the Services are owned by VIPVR, LLC. Other trademarks, service marks, graphics and logos used in connection with the App and Services are the trademarks of their respective owners (collectively "Third Party Trademarks"). The VIPVR Trademarks, Services, App and App Contents and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of VIPVR or the applicable trademark holder. The Services, App and the App Content are protected by copyright, trademark, patent and other intellectual property and proprietary rights, which are reserved to VIPVR and its licensors.

## **9. User Content**

The App and Services may contain features that allow you to User Content. You retain the right to your User Content, except for the video chats. However, you grant to VIPVR the worldwide, perpetual, irrevocable, fully transferable and royalty-free right and license to use the User Content for any purposes, including without limitation, to reproduce, distribute, publish, modify, publicly display, publicly perform, make derivative works, and for any and all commercial purposes, and in any and all media and formats, whether now known or hereafter created. Please note that User Content may be made publicly available to other users or to the public at large and so you should not disclose any content that you do not wish to be made public.

## **10. Prohibited Uses**

You agree not to use the App or Services in any way, provide User Content or engage in any conduct that:

- is unlawful, illegal or unauthorized;
- is defamatory of any other person;

- is obscene, sexually explicit or offensive;
- advertises or promotes any other product or business;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- is likely to disrupt our service in any way; or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any copyright, trademark, trade secret or other proprietary right of any other person; or
- advocates, promotes or assists any violence or any unlawful act.

You further agree not to:

- publish and/or make any use of the App or Services on any website, media, network or system other than those provided by us, and/or frame, "deep link", "page scrape", mirror and/or create a browser or border environment around any of the App or Services (or any part thereof);
- use any "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the App or Services (or any of its data), or in any way reproduce or circumvent the navigational structure or presentation of any of the App or Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the App or Services;
- purchase search engine or other pay-per-click keywords (such as Google AdWords), or domain names that use our name or the VIPVR trademarks and/or variations and misspellings thereof;
- impersonate any person or entity or provide false information on the App or Services, whether directly or indirectly, or otherwise disguise your identity or the origin of any message or transmittal you send to us and/or any of our other visitors or users;
- falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that we or any third party endorses you, or any statement you make;
- reverse look-up, trace, or seek to trace another user of the App or Services, or otherwise interfere with or violate any other user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the App or Services without their express and informed consent;

- disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the App or Services or the account of another user or any other systems or networks connected to the Services, by hacking, password mining, or other illegitimate or prohibited means;
- probe, scan, or test the vulnerability of the App or Services or any network connected to the Services;
- upload to the App or Services or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- take any action that may impose an unreasonable or disproportionately large load on the infrastructure of the App or Services or our systems or networks connected to the Services, or otherwise interfere with or disrupt the operation of any of the App or Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; or
- use the App or any of the Services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising.

We reserve the right, but do not have the obligation, at our sole discretion to edit, delete, remove or block any User Content that violates these Terms, including without limitation, Section 10. In addition, we reserve the right at our sole discretion to terminate any user's access to the App and our Services if they violate this Section 10 or any other provision of these Terms.

## **11. Third-Party Links**

The App and Services may contain links to other websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (collectively "External Applications") for your convenience. We are not and cannot be responsible for the External Applications' content, operation or use. Your use of External Applications is subject to the privacy practices and terms of use established for the External Applications, and we disclaim all liability for such use. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Applications, which you use at your own risk.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless VIPVR, any Artist or Promotional Partner and each of their and our respective parent companies, affiliates, officers, directors, employees and agents (collectively, "Indemnitees") against any lawsuit, liability, injuries, damages or expenses (including attorneys' fees) arising from your use of the App, Services, User Content or breach of these Terms. The Indemnitees reserve the right to control the defense and settlement of any third-party claim for which you indemnify Indemnitees under these Terms and you will assist us in exercising such rights.

In addition, each Artist and Lender agrees to indemnify, defend and hold VIPVR and its parent and affiliated companies and each of VIPVR and their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Looped Parties") harmless from and against any and all losses, liabilities, damages, claims, payments, liens, judgments, demands, costs, and expenses (including attorney's fees) (collectively, "Claims") arising or alleged to have arisen out of (i) any act or omission of Lender or its employees (including Artist), agents, volunteers, contractors, patrons, guests, invitees, participants and performing artists involved in the Event; (ii) the presentation or performance of the Event; (iii) any failure by Artist to appear or any postponement or cancellation of an Event caused by Artist or Lender; (iv) Lender's or Artist's breach of any of the provisions of these Terms; (v) Lender's or Artist's filming, staging, videotaping, photographing, recording, digitizing or otherwise reproducing the Event and any exploitation in connection therewith; and/or (vi) Lender's or Artist's violation of intellectual property rights or laws related thereto. The parties agree, however, that Lender and Artist shall not be obligated to defend or indemnify a Looped Party for any Claims that arise out of the gross negligence or willful misconduct of a Looped Party.

### **13. Disclaimer of Warranties**

We provide the App and Services on an 'as is' and 'as available' basis without any promises or representations, express or implied. In particular, VIPVR does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App, Services or their content. To the fullest extent permitted by applicable law, VIPVR hereby excludes all warranties, whether express or implied, including any warranties of merchantability, fitness for a particular use, or that the App or Services are of satisfactory quality, non-infringing, is free of defects, or is able to operate on an uninterrupted basis, or that the use of the App and Services by you is in compliance with laws or that any information that you transmit in connection with the App or Services will be successfully, accurately or securely transmitted.

### **14. Limitation of Liability**

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VIPVR NOR ANY OF THE INDEMNITEES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE PRE-RELEASE APPLICATION, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THE APP IS TO STOP USING THE APP, AS APPLICABLE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

In the event that applicable law does not allow the disclaimer of certain warranties and/or the limitation of liability for direct, indirect, consequential or other damages, in no event shall Indemnitees' liability arising under or in connection with these Terms and your use of the App exceed \$100.

## **15. Governing Law**

These Terms shall be governed by the laws of the State of New York, without regard to its choice of law principles. In the event arbitration does not apply, we and you irrevocably submit to the jurisdiction of the state and federal courts of New York City, New York with regard to any dispute arising out of or relating to these Terms.

## **16. Arbitration Provision**

You and we agree that any dispute, claim or controversy between you and us arising in connection with or relating in any way to these Terms, Services, Events or the App will be determined by mandatory binding individual (not class) arbitration. You and VIPVR further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this arbitration provision or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Terms.

You and VIPVR both agree that nothing in this arbitration provision will be deemed to waive, preclude or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court, (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of competent jurisdiction, pending a final ruling from the arbitrator, or (iii) for VIPVR to enforce and bring claims regarding its intellectual property rights in the App, Services or its trademarks in any court of competent jurisdiction. In addition, this arbitration provision does not stop you or us from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

YOU MAY ONLY BRING CLAIMS AGAINST VIPVR ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless VIPVR agrees, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Either you or we may start arbitration proceedings. Any arbitration between you and VIPVR will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this arbitration provision. You and VIPVR agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879.

Any arbitration hearings will take place in the county of your residence address in in the United States or New York City, as mutually agreed upon, provided that if the claim is for \$25,000 or less, you or VIPVR may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address if it is in the United States or New York City, as mutually agreed upon.

If you choose to file an arbitration proceeding and you are required to pay a filing fee, VIPVR will reimburse you for that filing fee, unless your claim is for greater than US \$10,000, in which case you will be responsible for the filing fee. VIPVR will pay any

other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. Regardless of the manner in which the arbitration is conducted, the arbitrator shall 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.

If this arbitration provision is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in Section 15 shall govern any claim in court arising out of or related to the Terms.

## **17. Termination**

These Terms are effective unless and until terminated by either you or VIPVR. You may terminate these Terms at any time, provided that you discontinue any further use of the App and associated Services. We also may terminate or suspend these Terms, at any time, without notice and accordingly deny you access to the App and associated Services, for any reason, including without limitation, if at our sole discretion you fail to comply with any provision of these Terms or your use is harmful to the interests of another user of the App. Upon any termination of the Terms by either you or us, you must promptly uninstall the App and cease using the Services.

Section 5, the consents and licenses granted to VIPVR in Section 7, and the rights and obligations in Sections 8 through 21, and any indemnities or representations and warranties by you, and any claim for breach that preceded termination shall survive termination of these Terms.

## **18. Intellectual Property Claims**

We respect the intellectual property rights of others and require that users of our App and Services do the same. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: Prajit Gopal, 2373 Broadway, Apt 1723, New York, NY, 10024.

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;

- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

### **Submitting a DMCA Counter-Notification**

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right, in our sole discretion, to terminate the account or access of any user of the App and Services who is the subject of repeated DMCA or other infringement notifications.

## **19. General**

These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and VIPVR with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by VIPVR as provided herein or otherwise by written instrument signed by VIPVR. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with VIPVR's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. VIPVR may assign, transfer or delegate this or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

## **20. Territorial Restrictions**

The App and Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject VIPVR to any registration requirement within such jurisdiction or country ("Restricted Jurisdiction"). We reserve the right to limit the availability of the App or Services or any portion of the Services or any Event, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the App or the Services may be subject to United States export controls. Thus, the App and no software from the Services may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading the App or any software related to the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

## **21. Contact Us**

If you have any questions regarding our App or Services, you can email us at [support@vipvrapp.com](mailto:support@vipvrapp.com).