

VIPVR, LLC / LOOPED - Purchase Policy

EFFECTIVE DATE: JANUARY 1, 2020

UNLESS OTHERWISE NOTED OR APPROVED IN WRITING, ALL SALES AND PURCHASES ARE FINAL, NON-REFUNDABLE AND NON-TRANSFERABLE.

This Purchase Policy (the “Policy”) applies to any purchase made for any live or recorded event, video chat, virtual meet and greet, merchandise or other product or service made available through or hosted on the VIPVRapp.com or Loopedlive.com website or associated mobile application (collectively, the “Platform”). By making a purchase through the Platform, you are entering a binding contract with VIPVR, LLC (“VIPVR”, “we”, “us” or “our”) and agree to the terms of this Policy. If you are making a purchase on behalf of someone else, the terms contained in this Policy shall also apply to that person(s), and it is your duty to inform such person(s) of this Policy.

1. Changes

We reserve the right to make changes to this Policy from time to time in our sole discretion without prior notice. We will post such changes on our website. Such changes will be effective as of the date reflected at the top of this page and will only apply to purchases made after the effective date.

2. Other Terms and Policy

This Policy and your use of the Platform are subject to our Terms of Use and Privacy Policy. If you make a purchase through any third-party ticketing website or platform (“Third-Party Site”), your purchase may be subject to additional terms and policies set forth by that Third-Party Site. You agree, however, that we are not responsible for the acts or omissions of any Third-Party Site.

By making a purchase you acknowledge and agree to be bound by the terms and conditions set forth in this Policy, on any ticket, code or credential provided to you in connection with the purchase, the terms and conditions of any Third-Party Site from which you made a purchase as well as the VIPVR Terms of Use and Privacy Policy. If you do not agree to any of the foregoing, please do not purchase any product or service or attend any live or recorded event, video chat, video meet and greet or other virtual experience (collectively, the “Event(s)”) related to your purchase or enter into any transaction with VIPVR.

3. Transaction Information

- **Purchases:** Before making a purchase, carefully review your Event and your selections, as all purchases are final and non-cancelable. To make a purchase, you must provide us with a valid credit card number from the list of cards that we accept along with expiration dates, CVV code and billing information. You represent and warrant that any credit card and other registration information that you submit to us is true, accurate and complete, and you agree to immediately notify us if any information is inaccurate. You represent

and warrant that you have the legal right to use any credit card(s) or other payment methods used in connection with a transaction. When making a purchase using a credit card, you authorize us to charge your credit card at the time you submit your purchase request. You are solely responsible for any and all fees charged to your credit card by the card issuer, bank or financial institution, including, without limitation, any credit card membership, overdraft or over-the-credit-limit fees. Some banks and credit card companies impose fees for international transactions for which you are solely responsible.

- Fees: Unless otherwise noted, the total fee of your purchase is inclusive of all applicable sales or use taxes, except as specified in the order form. Notwithstanding the foregoing, you shall pay and/or be responsible for paying any applicable taxes not included in the total fee regardless of when or upon whom such taxes may be levied, assessed or imposed. If VIPVR is required to pay such taxes on your behalf, you shall reimburse VIPVR for such taxes and any fees, penalties or interest paid by VIPVR with respect to such sales or use taxes.
- Delivery: Tickets or codes to access an Event will be delivered to the email address that you provided on the order form. You are prohibited from sharing or distributing those tickets or codes to any other person or party.
- **NO REFUNDS, TRANSFERS OR EXCHANGES: ALL SALES AND PURCHASES ARE FINAL, NON-REFUNDABLE AND NON-TRANSFERABLE. THERE ARE NO REFUNDS OR EXCHANGES FOR ILLNESSES, EMERGENCIES OR ANY OTHER UNEXPECTED CIRCUMSTANCES AFFECTING YOUR ATTENDANCE AT THE EVENT.** You may not resell, offer for resale or transfer any elements of your purchase without VIPVR's consent, which may be withheld, conditioned or delayed in our sole discretion. Any resale in violation of applicable law will invalidate your purchase and revoke any license granted hereunder, including the license to attend an Event. For certain purchases you may be eligible in our sole discretion to submit a name change for your purchase, which if applicable will be communicated to you at the time of purchase.
- **NO USE FOR PROMOTIONS:** You shall not use your purchase (or any element thereof), such as any ticket or code for an Event, for advertising, marketing, promotions or any other commercial purposes, including, without limitation, contests, auctions, sweepstakes and giveaways, without the express written consent of VIPVR, which may be withheld, conditioned or delayed in our sole discretion.

4. Revocable License/Refusal of Admission

Your purchase of access to an Event [NB: Defined in Event.] is a revocable license. We reserve the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from any Event and/or withdraw or refuse to begin services or provide goods to any person, who violates this Policy, the Prohibited Uses provision in the Terms of Use, the rules of any Organizer (as defined in Section 5 below) of an Event and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is

deemed by us or the applicable third party as disorderly, annoying, illegal, vulgar, abusive, threatening, uncomfortable, aggressive or out of compliance with this Policy or the applicable third party's terms, conditions, rules or policies (all of the above in this sentence, collectively, "Removal Behavior").

5. Cancelled or Postponed Events

The location, date and time of an Event and any other elements of a purchase are subject to change by VIPVR, the Event organizer or other third party responsible for the staging of an Event or other elements of your purchase (collectively, the "Organizers"), respectively, in each of their sole discretion, and no such change shall entitle you to a refund or any other remedy in the event that you cannot attend for any reason due to such change. We are not responsible for the actions of any other Organizers when an Event is canceled. We will not issue any refund or exchange for postponement, relocation or cancellation of an Event, but may offer you the ability to use your purchased ticket to the reschedule Event. You are responsible for following instructions regarding rescheduled Event dates and times prior to attending.

In addition, neither we nor the Organizers will be liable to you or any other party because of any cancelled, postponed or rescheduled Event or any failure to provide any goods and services due to fire, earthquake, rain, adverse weather conditions, flood or any other acts of God, power failures, electrical or mechanical difficulties, strikes, lockout, work stoppages or other labor disturbances, governmental regulations or restrictions, terrorism, war, civil disturbances, epidemic, pandemic or any other cause or condition, whether similar or dissimilar to any of the foregoing, beyond the reasonably foreseeable control of VIPVR or the Organizers ("Force Majeure"). Delay in the performance of this Policy caused by any Force Majeure shall not constitute a breach of this Policy or a ground for cancellation, suspension or termination hereof.

6. Pre-Recorded Videos

We may offer users the opportunity to purchase or obtain certain pre-recorded videos/recordings (each, a "Personal Recording") from musical artists, athletes, actors, performers, influencers, comedians and other talent and/or celebrities (each, a "Talent"). You acknowledge and agree that Talent may fulfill your request(s) and include such content as it deems fit in any Personal Recording, subject to Talent's sole discretion, and that portions of your request may not be entirely fulfilled. VIPVR and Talent each reserves the right to reject any request in either party's sole discretion, and VIPVR's sole liability for such rejection shall be a refund of the amount paid solely in connection with the rejected request.

All Personal Recordings are licensed, not sold. You are buying the right/license to use the Personal Recording, not the actual ownership of the Personal Recording itself. Subject to your payment in full and this Policy, you are granted the limited, non-exclusive, royalty-free, fully paid, worldwide, sublicensable (only in connection with your use of the video/recording), revocable license to download and use the Personal Recording solely for your own personal, non-commercial, and non-promotional purposes on one or more devices that you control, but not for public exhibition, display or distribution.

You shall not sell, resell or encumber your rights in any Personal Recording. You may use the Personal Recording only in accordance with this Policy. If your behavior in connection with, or your use of, a Personal Recording is found to violate this Policy, disparage or discredit the applicable Talent or any applicable law, your license to, or rights in, the Personal Recording may be revoked without notice and without refund. We may terminate all or part of the foregoing license at any time and for any reason.

7. Publicity Release and Privacy Policy

By attending an Event or participating in an Event, you (on behalf of yourself and your guests/ invitees) hereby irrevocably grant to VIPVR and its members, affiliates, designees, successors, assigns and licensees, the worldwide right to film and otherwise record you and use your name, image and likeness in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with other events produced by VIPVR or any of VIPVR's affiliates and hereby release VIPVR and each of their respective designees, successors, assigns, licensees and affiliates from any liability with respect thereto.

Except as expressly authorized by VIPVR or a third party authorized by VIPVR, you (on behalf of yourself and your guests/ invitees) may not film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio and/or visual content captured by any means of an Event or while using the Platform.

Any information that you provide in connection with any purchase or an Event will be used and shared by us as set forth in our Privacy Policy.

8. Representations and Warranties

Without limiting anything set forth in this Policy, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with an Event, a Personal Recording and/or activities corresponding to your transactions with VIPVR; (b) you are of sufficient legal age and authority to enter into any transaction with VIPVR, to attend an Event and to create legal binding obligations for any liability you may incur as a result of entering into this Policy; (c) you are an authorized user of the credit or debit card used enter into any transaction with VIPVR; and (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by VIPVR and/or any applicable third party.

9. Disclaimers

ALL EVENTS, GOODS AND SERVICES (INCLUDING PERSONAL RECORDING(S)), ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VIPVR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT AND SECURITY

AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

VIPVR does not warrant that Events will be uninterrupted or error-free or the quality of any video or sound. You acknowledge and agree by attending an Event that you may be subject to and assume the risk of loud music and sounds, strobe, hydro, pyrotechnic, animatronic, fireworks, lighting and other special effects, including, without limitation, flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks, offensive language or other vulgar or obscene material or actions and the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at an Event. Individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects, should consider this warning before attending an Event, as such, special effects may cause or induce seizures, diminished or hearing loss and other health conditions.

10. Release and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN WHOLE OR IN PART, VIPVR, ORGANIZERS, AND ANY OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, OWNERS, MEMBERS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR, AND YOU HEREBY RELEASE THE RELEASEES FROM AND AGREE NOT TO SEEK ANY CLAIM AND/OR RELIEF (INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF) INVOLVING, LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ATTENDANCE AT AN EVENT OR THE USE OF, OR INABILITY TO USE, A PERSONAL RECORDING, THE MATERIALS AND/OR FACILITIES OR PRODUCTS, GOODS AND/OR SERVICES OFFERED AT OR IN CONNECTION WITH AN EVENT, INCLUDING, BUT NOT LIMITED TO, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF VIPVR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IF THIS CLAUSE IS UNENFORCEABLE, IN WHOLE OR IN PART, IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF THE RELEASEES FOR ALL DAMAGES, LOSSES AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, DIRECTLY TO VIPVR FOR ANY CORRESPONDING EVENT, PRODUCTS, GOODS AND/OR SERVICES.

You further agree to waive all rights under Section 1542 of the California Civil Code (or any other similar provision in any other state or territory of the United States or other jurisdiction), which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. Indemnification

You agree to defend, indemnify and hold harmless the Releasees from and against any and all liabilities, claims, damages, costs and expenses, including attorneys' fees, arising out of or in connection with (a) your purchases under this Policy and any transaction with VIPVR and/or use of the Platform; (b) your use of any Third-Party Site; (c) your violation or breach, or alleged violation or breach, of this Policy, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein; (d) your attendance at or in connection with an Event, including, without limitation, any Removal Behavior or other actions or omissions by you; and/or (e) your use of a Personal Recording. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

12. Governing Law/Statute of Limitations

This Policy and any purchase under this Policy 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, you and we 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 this Policy or any Event. Unless otherwise permitted by law, no action arising out of or relating to this Policy or the transactions it contemplates may be commenced against Releasees more than 12 months after the basis for such claim could reasonably have been discovered.

13. Arbitration Provision and Class Action Waiver

You and we agree that any dispute, claim or controversy between you and us arising in connection with or relating in any way to this Policy, any Event or any purchases 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 or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of competent jurisdiction or (3) any action seeking

injunctive relief or damages for a violation of VIPVR's or any Artist's intellectual property rights in a 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 AGREE THAT YOU MAY BRING CLAIMS AGAINST VIPVR ONLY IN YOUR OR ITS 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, or you may call the AAA at 1-800-778-7879.

Any arbitration hearings will take place in New York City or your county of your residence address if in the United States, as mutually agreed upon, provided that if the claim is for US\$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 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 fourteen (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 12 shall govern any claim in court arising out of or related to the terms.

14. California Consumer Notice

UNDER CALIFORNIA CIVIL CODE SECTION 1789.3, CALIFORNIA CONSUMERS ARE ENTITLED TO THE FOLLOWING SPECIFIC CONSUMER RIGHTS NOTICE: THE COMPLAINT ASSISTANCE UNIT OF THE DIVISION OF CONSUMER SERVICES OF THE CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS MAY BE CONTACTED IN WRITING AT 1625 NORTH MARKET BLVD., SUITE N 112, SACRAMENTO, CA 95834, OR BY TELEPHONE AT -916-445-1254 OR 1-800-952-5210.

15. Miscellaneous

This Policy and other terms and policies incorporated herein, constitute the entire and only agreement between you and VIPVR with respect to your purchase and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Policy. Nothing contained in this Policy will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. If any provision of this Policy is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Policy and shall not affect the validity and enforceability of any remaining provisions. This Policy may not be changed, waived or modified except by VIPVR as provided herein or otherwise by written instrument signed by VIPVR. Neither this Policy 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 this Policy is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

16. Territorial Restrictions

Events and other goods and services offered under this Policy 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 an Event or any good and services, 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. Events and goods and services may not be accessed, 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 participating in an Event or making any purchase, 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 or are resident in any Restricted Jurisdiction.