

END-USER TERMS OF USE FOR READY PLAYER ME

Last amended on December 15, 2020

Wolf3D 3D OÜ, registry code: 12583780, registered at Pärnu, Pardi st 2d, 80015, the Republic of Estonia ("**Wolf3D**", "**we**", "**us**" or "**our**"), is the owner and operator of the Ready Player Me platform ("**Platform**").

1. ESSENCE OF THE PLATFORM AND SCOPE OF THE TERMS

- 1.1. The Platform is an online tool that enables you ("**User**" or "**you**") to create an avatar based on a selfie of you or, if you wish, without a selfie ("**Avatar**").
- 1.2. The following terms of use ("**Terms**") will apply exclusively to the current and future contractual relationships between Wolf3D and you as regards to your use of the Platform and any of the services, including creating the Avatar, accessible through the Platform ("**Services**").
- 1.3. Please read these Terms carefully before you use our Services as they affect your rights and liabilities and constitute an agreement between you and us.
- 1.4. The Platform software is created, owned and operated by Wolf3D.

2. PARTNER'S APPLICATION

- 2.1. Please take note that (depending on from where you access the Platform) the Platform may be framed into one of our partners' web applications ("**Partner**" and "**Partner's Application**").
- 2.2. These Terms apply only to your use of the Services (and the Platform) as framed but not to usage of any of the sites and services provided by the Partner or any other third party.

3. ACCEPTANCE OF THE TERMS

- 3.1. It is essential that you thoroughly read, understand and accept the Terms as well as the Privacy Policy of the Platform.
- 3.2. By clicking "Take a photo!" or "Continue without a photo", you confirm that you have read the Terms, that you understand it and that you agree to be bound by it. Bear in mind – the Terms are obligatory and legally binding to all Users. If you do not agree to these Terms, you may not use the Services (including the Platform) in any manner.
- 3.3. By accepting the Terms, you and Wolf3D enter into an agreement of unspecified term under which you have the right to use the Services. Policy for cancellation of the Services and the agreement is provided in clause 16.1 of the Terms.
- 3.4. After accepting the Terms you can always read them again at the Platform.

4. STARTING TO USE THE SERVICES

- 4.1. At least for now, you do not need to create an account to use the Services but this may change in the future.
- 4.2. Entering your e-mail address is not mandatory – but if you wish to get updates about the Platform and to uses of the Avatar, you may provide it.

5. CREATING AND MAKING THE AVATAR AVAILABLE

5.1. In order to create an Avatar, you must:

- a) choose the gender of the Avatar (the algorithms for the creation of Avatars for sexes vary slightly);
- b) either:
 - i. take a photo of your face (selfie) using the forward facing camera of your device (for that we request access to your device's camera) with a neutral facial expression and good lighting or choose an existing photo that meets the same requirements. Also, make sure that your hair (or anything else) does not cover your face. Remove you glasses if you are wearing them. This photo is used as a basis for the Avatar;
 - or
 - ii. continue without a photo in which case a standard Avatar is taken as the basis;
- c) customise the Avatar (e.g. select hair style, colour, accessories, etc.).

5.2. When customizing the Avatar we do not expect you to enter correct data about your appearance because the Avatar is not meant to be an exact copy of you. We hope that you are creative and let your imagination run its course.

5.3. Once the customization is finished by you, the Avatar data file is created on the Platform.

5.4. Where you are using the Platform via the Partner's Application, you hereby give us authorisation to make the Avatar available to the respective Partner so it can be used in the Partner's Application.

5.5. You also have a possibility to copy the link for using the Avatar in other environments and make the Avatar available therein. The respective instructions are given at the Platform and/or in those other environments.

5.6. We keep the right to retain the created Avatar in our server. However, we do not have the obligation to retain it. If you wish, you can view and customize your Avatar later by visiting the Platform as long as you have not deleted the cookies sent by the Platform to your device from creating the Avatar. Once you delete these cookies, you are not able to access your Avatar from the Platform.

6. USING THE AVATAR

6.1. Once the Avatar has been created you can use the Avatar in any environment where it is made available, including in the Partner's Application, to the extent that:

- a) the Avatar is not used inappropriately or for any immoral, illegal, abusive or harmful purpose at the sole discretion of Wolf3D – for example, it is prohibited to use the Avatar for political reasons and/or in the adult entertainment industry;
- b) the reputation of Wolf3D nor the respective Partner's is in any way harmed or decreased; and

c) other terms and conditions of these Terms have been fully complied with.

6.2. You hereby agree that it is at our sole discretion to decide whether any use of the Avatar complies with these Terms or not and in the latter case it is at our sole discretion to request you or the respective Partner to stop the usage of the Avatar. Upon receiving such request, you shall stop using the Avatar immediately.

7. NOTIFICATIONS

7.1. From time to time we may send you notifications via e-mail (if you have given us your e-mail address) to inform you of updates and other important information.

7.2. You can unsubscribe from such e-mails at any time.

8. PAID FEATURES AND NO FEE

8.1. We may in the future, at our sole discretion, introduce paid Avatar features or customization assets, such as, but not limited to virtual clothing, accessories and makeup for the use of which you must pay a fee for us (hereinafter: **Paid Features**).

8.2. The core Services, such as creation of Avatar are free of any fee payable by you to us and at the time we have no intention of changing it. However, we reserve the right to do so in the future as we are entitled to amend the Terms (see clause 10 below). In any case, the usage of the Avatar(s) already created by you shall be free of any fees payable by you to us indefinitely.

9. GENERAL RIGHTS AND OBLIGATIONS

9.1. You are obligated to use the Services (and the Platform) only in accordance with the Terms, law and good practice.

9.2. If the Services provided by us are in breach of the Terms, you have the right to use legal remedies provided by the law: (a) require performance of the obligation; (b) withhold performance of an obligation which is due from you; (c) demand compensation for damage; (d) withdraw from or cancel the contract; (e) reduce the price; (f) in the case of a delay in the performance of a monetary obligation, demand payment of a penalty for late payment, unless otherwise provided by the Terms or by the applicable law.

9.3. Any complaint against us can be filed by e-mail to info@wolf3d.io. Such notification must include your name, contact information, date of submitting the notification, description of the complaint and the content of the offered solution of the complaint.

9.4. You undertake not to:

- a) use the Services for any purpose that is illegal or prohibited by these Terms, law or good practice;
- b) use the Services for any immoral, abusive, harmful or nefarious purpose – e.g. in a way that would cause damage to our software and/or hardware or in a way that would interfere with Services production to other users;
- c) not reverse engineer any of the Platform's software;
- d) use the Services in order to damage Wolf3D;
- e) take or use any photos of another person without his or her permission.

- 9.5. We reserve the right to refuse you the use of the Services. This includes that we reserve a right to end and/or terminate your right to use the Services at any time if you have infringed these Terms or the applicable law in any way or if we investigate such infringement.
- 9.6. Also, we reserve the right to refuse you the Services via the Partner Application if under the agreement entered into between Wolf3D and the respective Partner we are entitled to refuse provision of the services to the respective Partner or if such agreement is terminated or expired.
- 9.7. We have the right to suspend provision of the Services also for maintenance work or due to any data security risk.

10. AMENDMENTS

- 10.1. Wolf3D has the right to amend the Terms unilaterally.
- 10.2. In case of any amendments you shall be notified of such amendments at least 30 days before any amendments enter into force by e-mail. If we do not have your e-mail, you shall be notified of the amended terms next time you visit the Platform and they will enter into force if you continue your use of the Services.
- 10.3. If you do not accept the amended Terms, you will not be permitted to continue to use the Platform or the Services.

11. UPDATES

- 11.1. We may automatically update the Platform and change the Services at our sole discretion, including but not limited to when we want to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Platform for these reasons.
- 11.2. If you choose not to install such updates or if you opt out of automatic updates (if possible) you may not be able to continue using the Platform and the Services.

12. INTELLECTUAL PROPERTY

- 12.1. The intellectual property rights to the Services, data, methods and processes based on which the Services are produced, including the Avatar itself, shall vest in and remain the sole and exclusive property of Wolf3D.
- 12.2. Hereby we grant you a non-exclusive, non-transferable, non-sublicensable worldwide license as per the term of the agreement entered into by you and us under the Terms to use the Platform, including the right to customize the Avatar.
- 12.3. Hereby we also grant you a non-exclusive, non-transferable, non-sublicensable worldwide license for the full period permitted by law to use any Avatar(s) created by you on the Platform. The use of the Avatar(s) is subject to the conditions of clause 6 of the Terms.
- 12.4. When using our Services, you may give us information, suggestions and feedback regarding the design or performance of the Services (hereinafter collectively as: **Feedback**). Also, your customization of the Avatar may be considered as an artistic work protected under the applicable copyright law (hereinafter: **Work**). If any such copyright is created, then you hereby give as a right to use the Feedback and the Work however we choose, including the unrestricted and irrevocable right to use them, in our sole discretion, for our technology, products, services and business.

For that, you hereby grant us a non-exclusive, worldwide, transferable license for the usage of the Feedback and the Work with the right to grant sub-licenses and without any restrictions of use to the maximum extent and period permitted by law without receiving any separate remuneration and compensation therefore (as the remuneration is considered to be the right to use the Services). If any such rights may not be licensed under applicable law, you hereby waive and agree not to assert any such rights.

13. LIABILITY

13.1. The restrictions on liability in this clause 13 apply to every liability arising under or in connection with these Terms, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2. Nothing in these Terms shall limit or exclude our or your liability for:

- a) damages caused by wilful misconduct or gross negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot be limited or excluded by applicable law.

13.3. Subject to clause 13.2 (liabilities which cannot be limited):

- a) the Services are provided "as is" and "as available" basis without warranty of any kind, which includes that we do not warrant that the use of the Services shall be uninterrupted or error free nor is any warranty given as to up-time of the Services and the results that may be obtained from the use of the Services; and
- b) we shall have no liability to you or any third party for any special, indirect, incidental or consequential loss or damages arising under or in connection with these Terms, including, without limitation, damages resulting from delay of delivery or from loss of profits, data, business or goodwill, however caused and on whatever theory, whether based on breach of contract or warranty, tort (including negligence), the failure or asserted failure of us to perform our obligations hereunder, or otherwise, and whether or not we alleged to have caused such damages have been advised or we aware of the possibility of such damages.

13.4. We are not responsible for the usability and compatibility of the equipment or software used with the Services by you unless we have otherwise expressly stated so. Generally, the Platform is compatible with every up-to-date device with internet connectivity and browser.

14. SUPPORT

14.1. If you want to learn more about the Platform or the Services or have any problems using them please take a look at our support resources at <http://wolf3d.io/>.

14.2. If you think the Platform or the Services are faulty or misdescribed or wish to contact us for any other reason please e-mail our customer service team at info@wolf3d.io.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. The Terms and the legal relations deriving from it between you and us shall be governed by the laws of the Republic of Estonia.

- 15.2. If any disputes arise out of or relating to the Terms, we shall attempt to resolve them through negotiations. If the matter is not resolved by negotiations, the Harju County Court located in Estonia shall have the exclusive jurisdiction as a court of first instance of all disputes arising out of or relating to these Terms.
- 15.3. If you are a consumer, you also have the right to turn to the Committee for Consumer Complaints formed at the Consumer Protection Board (Endla 10A, 10142 Tallinn, Estonia; <https://komisjon.ee/et>) to reach an out-of-court settlement. This committee solves contractual disputes between consumers and businesses which the parties were not able to resolve by negotiations. Moreover, you may turn to European Commission's Online Dispute Resolution platform (<https://ec.europa.eu/>).
- 15.4. Please take note that we may send data about your usage of the Services to relevant institution in order to comply with any legal or regulatory obligation or request deriving from the law.

16. MISCELLANEOUS

- 16.1. **Cancellation.** You can cancel the usage of the Services (and the agreement for the usage of the Services) any time by stopping the use of the Platform and deleting the cookies sent by the Platform from your device. If you have provided us your e-mail, we also ask you to (in addition to stopping the usage of the Platform and deleting the cookies) to unsubscribe from our e-mails. We may cancel the provision of the Services (and the agreement for the usage of the Services) by giving such notification 30 days prior on the Platform or by e-mail (if we have your e-mail address).
- 16.2. **Survival.** Cancellation of the agreement shall not affect your right to keep using the Avatar(s) already created on the Platform and obligation to follow the rules for using it – as such, the clauses 6 and 12.3, as well as clause 12.4 shall survive the cancellation of the agreement between you and us.
- 16.3. **Your privacy.** We only use your personal data as described in our privacy policy.
- 16.4. **Indemnification.** You agree to indemnify Wolf3D, its directors, consultants, employees and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or not directly arising from the your use of the Services or from the your violation of the Terms or the applicable law.
- 16.5. **Severance.** If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 16.6. **Transfer of agreement.** We may transfer our rights and obligations under the Terms to another organization, entity or person. We will let you know if this happens (if we have a way of contacting with you) and we will ensure that the transfer will not affect your rights under the Terms.
- 16.7. **Waiver.** No failure or delay by us to exercise any our right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right

or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.8. **No third party rights.** Unless it is expressly stated otherwise, these Terms do not give rise to any rights to third parties to enforce any provision of these Terms.

16.9. **Entire agreement.** These terms constitute the entire agreement between you and us for the use of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.