

The Round Live Ltd.

Unit 2.05 12-18 Hoxton Street, London, N1 6NG

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TERMS OF USE

The Round

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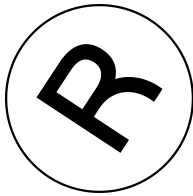
This agreement ("**Terms of Use Agreement**") applies to and governs all use of our application provisionally titled "The Round" (the "**App**"), for which we make this Terms of Use Agreement available.

Please read the following carefully before downloading, using or streaming the App (including any Virtual Items). By doing any of the foregoing, you are agreeing to be bound by and become a party to this Terms of Use Agreement. If you do not agree with the terms of this Terms of Use Agreement, you may not use, download or install the App.

REALITY CHECK PRODUCTIONS LTD ("**Reality Check**", "**we**", "**us**") is a company registered in England and Wales under company number **10386063** and with our registered office at Unit 2.05 12-18 Hoxton Street, Hackney, London, United Kingdom, N1 6NG. If you have any queries concerning this Terms of Use Agreement you may contact us at: info@theround.live.

1. LIMITED USE LICENCE

- 1.1 Reality Check hereby grants a limited, non-exclusive right and licence to you for you to download, install (if applicable) and use the App for your personal, non-commercial use only on compatible devices that are owned by you, subject to the terms of this Terms of Use Agreement. The foregoing licence includes Virtual Items, where applicable (and only where made freely available). This Terms of Use Agreement and your use of the App does not give you any rights of ownership in any property whether tangible or intangible (including without limitation in any Virtual Item).
- 1.2 The App comprises of copyright works of Reality Check and/or its licensors. The App is licensed, not sold. The license granted to you by Clause 1.1 confers no title or ownership in the App. The App is solely for personal, non-commercial use by end users according to the terms of this Terms of Use Agreement. Any use, reproduction or redistribution of the App not in accordance with the terms of this Terms of Use Agreement is expressly prohibited.



2. **END USER OBLIGATIONS**

2.1 You must not do any of the following with the App except to the extent expressly permitted by this Terms of Use Agreement:

2.1.1 sell, copy, reproduce, translate, communicate, reverse engineer, publish, distribute, rent, loan, sub-license, derive source code from, modify, adapt, merge, disassemble, decompile, create derivative works based on or otherwise transfer or deal in copies or reproductions of the App or any part or interest in it to other parties in any way (except where the App expressly permits you to take screen grabs from the App);

2.1.2 engage in any act that Reality Check deems to be in conflict with the spirit or intent of the App including without limitation using cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the App;

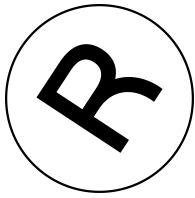
2.1.3 attempt to gain unauthorised access to the App or to the computers, devices, servers, or networks connected to them by any means other than the user interfaces provided by Reality Check; or

2.1.4 use the App for any illegal or immoral purposes.

3. **OWNERSHIP**

3.1 All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world ("**Intellectual Property Rights**"), in or connected with the App (including without limitation Virtual Items) and each part thereof (including by way of example only any titles, code, themes, objects, concepts, artworks, animations, audio-visual effects and methods of operation) and any copies, translations, modifications, adaptations and any other derivative based on the App (including without limitation Virtual Items) are owned by, belong to and vest in Reality Check and its licensors.

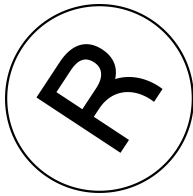
3.2 The App (including without limitation Virtual Items) may contain certain licensed materials licensed by third parties to Reality Check. All trade marks and other rights are the property of their respective owners.



- 3.3 The App and/or Virtual Items may include intellectual property, or references, relating to third parties such as (without limitation) real-world events, people, organisations, places, stadia, venues, companies and competitions or other real-world references. Except where we may have licensed rights from the relevant party, we do not represent that we have a connection with or any arrangement with such rights owners. We may in some instances make limited use of unlicensed third party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and as permitted by applicable law.

4. TERMINATION

- 4.1 This Terms of Use Agreement and the licences granted by it are effective until terminated.
- 4.2 We may temporarily discontinue the App or any Virtual Item, at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.
- 4.3 You may terminate this Terms of Use Agreement at any time and for any reason by deleting and removing the App from your device.
- 4.4 We may terminate this Terms of Use Agreement if you fail to abide by any of the terms and conditions of this Terms of Use Agreement at any time and for any reason, or if we reasonably suspect that you have failed to abide by any of the terms and conditions of this Terms of Use Agreement. We may take any action we deem reasonable in our sole discretion against users who do not comply with the terms of this Terms of Use Agreement, which may include banning users. We reserve the right to determine what conduct we consider to be in violation of, or otherwise outside the intent or spirit of, this Terms of Use Agreement. However, if what you have done can be put right we will give you a reasonable opportunity to do so.
- 4.5 Without prejudice to the other provisions in this Terms of Use Agreement, we may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you and you will not be entitled to any compensation or any refund.



- 4.6 Following termination of this Terms of Use Agreement for the App for any cause, you will no longer be permitted to use the App (nor use the Virtual Items in connection therewith) and you will be required to delete the App from your devices. Please be aware that, where applicable, any saved Virtual Items or other information or data relating to your App user account (where applicable) may thereafter be deleted and/or become inaccessible.

5. WARRANTY AND LIMITATION OF LIABILITY

- 5.1 Reality Check warrants that it has used and will use reasonable efforts to ensure that:

5.1.1 It is entitled to grant the rights and licences granted hereunder; and

5.1.2 The App (including without limitation any Virtual Items therein) will be as described, fit for purpose, and of satisfactory quality.

- 5.2 Except as specifically provided in this Terms of Use Agreement and to the maximum extent permitted by law:

5.2.1 The App (including without limitation Virtual Items therein) is provided on an "as is" and "as available" basis without any other warranty or guarantee of any kind (express or implied) other than those set out in this Terms of Use Agreement;

5.2.2 Reality Check only accepts liability for direct loss as a result of its breach of its warranties in clause 5.1 above, unless otherwise set out in this Terms of Use Agreement;

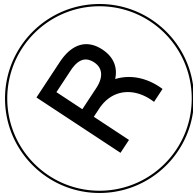
5.2.3 **Subject to clauses 5.3 and 5.2.4, Reality Check and its licensors' maximum liability will be limited to the greater of: (i) £20; or (ii) the amounts paid by you to Reality Check including in respect of Virtual Items;** and

5.2.4 Reality Check and its licensors will not in any event be liable in any way for any consequential or indirect loss or damage.

- 5.3 This Terms of Use Agreement shall not limit any rights you might have as a consumer that may not be excluded or limited under applicable law nor shall it exclude or limit any liability for fraud, fraudulent misrepresentation, death or personal injury caused by Reality Check's negligence.

6. USER RULES

- 6.1 You further agree that you will not in any way conduct yourself in a manner which is illegal or which gives rise to civil or criminal liability or which might call into disrepute Reality Check or the App.



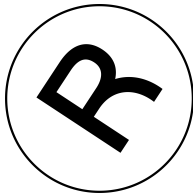
- 6.2 You will cooperate fully with Reality Check to investigate any suspected illegal, fraudulent or improper activity.

7. VIRTUAL ITEMS

- 7.1 The main feature of the App is your ability to enjoy live and pre-recorded digital performances in augmented reality ("**Virtual Items**").
- 7.2 Virtual Items are features of the App, and can be streamed, downloaded and used as part of the App only, in accordance with this Terms of Use Agreement.
- 7.3 Streaming of Virtual Items are subject to this Terms of Use Agreement and the terms of any third party app store through which your App download is made. Downloads of the App are made via permitted third party stores, such as Apple App Store, and not via Reality Check. To the extent that this Terms of Use Agreement conflicts with such agreement between you and the relevant third party in respect of any use of Virtual Items, the terms of your agreement with the third party app store shall prevail.
- 7.4 It is a condition and fundamental term of this Terms of Use Agreement and your use of the App that you must not buy, sell, barter, swap, exchange, trade, lend, rent or otherwise deal in any way with any Virtual Item outside of the App (such as on unauthorised item trading sites) or in any way other than as expressly provided above. Virtual Items may only be exchanged for certain other designated Virtual Items in and as part of the App only and where that functionality is made available by Reality Check.
- 7.5 Subject to Clause 4, Reality Check may manage, vary, regulate, control, modify or eliminate Virtual Items in its sole discretion, with or without notice (including not supplying Virtual Items if it is reasonable to do so). Subject to Clause 4 and this Terms of Use Agreement, Reality Check shall have no liability to you or any third party in the event that Reality Check exercises such rights.
- 7.6 Please notify Reality Check immediately if you dispute the use involving Virtual Items or believe that any use is unauthorised.

8. CONSUMER RIGHTS AND ALTERNATIVE DISPUTE RESOLUTION

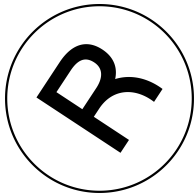
- 8.1 This Terms of Use Agreement shall not limit any rights you might have as a consumer that may not be excluded or limited under applicable law.
- 8.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint you may choose to make, you may want to consider an alternative dispute resolution provider.



The European Commission provides a platform for online dispute resolution which can be found at: <http://ec.europa.eu/consumers/odr/>. For the purposes of Regulation (EU) 524/2013, we are not required to use and we do not use an alternative dispute resolution service.

9. APPLE DEVELOPER TERMS AND THIRD PARTY STORES

- 9.1 You acknowledge that you have agreed to the relevant store's terms of use and service (e.g. the terms of Apple App Store or Google Play Store) relating to your transaction with such store.
- 9.2 The following terms of this clause are the terms which Reality Check is required by Apple to notify you of and obtain your agreement in respect of using the iOS and Apple-compatible versions of the App (for example, on devices: Apple iPad, iPhone).
- 9.3 You and Reality Check acknowledge that this Terms of Use Agreement is concluded between you and Reality Check only, and not with Apple Inc., nor any subsidiary or affiliate company of Apple Inc., ("**Apple**"). You also acknowledge that Reality Check is solely responsible for the App and the content thereof.
- 9.4 Subject to your compliance with all conditions of this Terms of Use Agreement, Reality Check grants you (in accordance with Clause 1.1) a non-exclusive, personal, revocable, non-transferable license to use the App on an iOS product which you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service (<https://www.apple.com/uk/legal/sales-support>).
- 9.5 Reality Check is solely responsible for providing support and maintenance for the App. You and Reality Check acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- 9.6 You acknowledge that Reality Check, and not Apple, is responsible for addressing any claims you may have relating to the App or your possession and/or use of the App, including but not limited to:
 - 9.7
 - 9.7.1 product liability claims;
 - 9.7.2 any claim that the App fail to conform to any applicable legal or regulatory requirement; and
 - 9.7.3 claims arising under consumer protection or similar legislation.
- 9.8 You acknowledge that in the event of a third party claim that the App or your possession and use of the App infringes that third party's intellectual property



rights, then Reality Check shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property right infringement claim, and not Apple.

9.9 You confirm that:

9.9.1 you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and

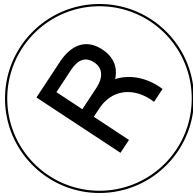
9.9.2 you are not listed on any US Government list of prohibited or restricted parties.

9.10 You acknowledge and agree that Apple is a third party beneficiary of this Terms of Use Agreement, and that when you accept the terms and conditions of this Terms of Use Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use Agreement against you as a third party beneficiary thereof.

10. **INDEMNITY AND REMEDIES**

10.1 You hereby indemnify (agree to compensate), and agree to defend and hold Reality Check and Reality Check's affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all any liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Terms of Use Agreement or claims arising directly or indirectly from your use or misuse of the App (which also includes Virtual Items), and any negligent or improper use of your device, password and username; and / or any use otherwise than in accordance with the terms of this Terms of Use Agreement. You shall fully cooperate with Reality Check in the defence of any such claim and Reality Check reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

10.2 You further agree that the subject matter of this Terms of Use Agreement is of a unique character with special value and that Reality Check would be irreparably damaged if the terms of this Terms of Use Agreement were not specifically enforced, and therefore you agree that Reality Check shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of this Terms of Use



Agreement, in addition to such other remedies as Reality Check may otherwise have available to it under applicable laws.

- 10.3 Reality Check's licensors shall be third-party beneficiaries under this Terms of Use Agreement and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

11. DEVICE AND INTERNET REQUIREMENTS

You are responsible for ensuring that you have an internet connection and that the device you use has sufficient system capabilities and memory in order to, as each are applicable, download, install, play and store the App (and where applicable, Virtual Items).

12. DATA PROTECTION

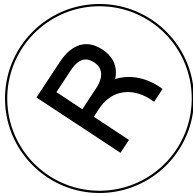
Please be aware that any personal data you supply to us when using the App will be used by us in accordance with our Privacy Policy. Please read our Privacy Policy carefully.

13. CHANGES TO THIS TERMS OF USE AGREEMENT

We may update the terms of this Terms of Use Agreement from time to time for any reason by posting the updated version to our App but changes to the Terms of Use Agreement take effect only where they are permitted by law and made available to you for your agreement. Every time you launch the App on your device, install or otherwise use the App or Virtual Items you are deemed to have accepted the latest version of this Terms of Use Agreement in place at that time. Please check for any updates to the Terms of Use Agreement each time you launch the App on your device.

14. GENERAL

- 14.1 This Terms of Use Agreement constitutes the entire agreement between Reality Check and you in respect of its subject matter.
- 14.2 Even if we delay in enforcing this Terms of Use Agreement and/or our rights, we can still enforce this Terms of Use Agreement and/or our rights later. If we do not insist immediately that you do anything you are required to do under this Terms of Use Agreement, or if we delay in taking steps against you in respect of your breaking of any term of this Terms of Use Agreement, that will not mean



that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 14.3 We may transfer our rights and obligations under this Terms of Use Agreement to another organisation (such as, without limitation, in the event of a business restructure or acquisition). We will let you know if that happens and we will ensure that your rights under this Terms of Use Agreement are unaffected. You may not transfer your rights or obligations under this Terms of Use Agreement unless we expressly agree to the transfer in writing.
- 14.4 Except where expressly stated to the contrary in this Terms of Use Agreement, this Terms of Use Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Terms of Use Agreement.
- 14.5 In the event that any provision of this Terms of Use Agreement (including, without limitation, any restriction) shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be interpreted in such a way as to ensure it is enforced to the maximum extent permissible in a manner reflecting the parties' intentions and the remaining portions of this Terms of Use Agreement shall, in any event, remain in full force and effect.
- 14.6 This Terms of Use Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim. In addition you may have the legal right to bring proceedings in your local jurisdiction and, if this is the case, then you may bring proceedings there. For instance if you live in Scotland you can bring legal proceedings in respect of the relevant App in either the Scottish or the English courts.