

## **SAGE Immersion.io Services Agreement**

Last Updated 05-02-2024

**IF YOU DO NOT WISH TO BE BOUND BY THIS SERVICES AGREEMENT, DO NOT CONTINUE WITH THE USE OF THE SAGE IMMERSION PLATFORM.**

Welcome to <https://sageimmersion.io/> (“**SAGE Immersion Platform**”), which is owned, operated, and controlled by ISG Realty LLC (“**Company**,” “**We**,” or “**Us**”). The SAGE Immersion Platform enables users to create three-dimensional website environments (“**User Websites**”) through drag-and-drop customization of Company’s website templates, integration of interactive avatars, and uploads of the user’s existing content to personalize interactions with visitors to User Websites (“**End Users**”). Company also offers website hosting and related services for User Websites on the SAGE Immersion Platform.

This Services Agreement (this “**Agreement**”) governs the use of the SAGE Immersion Platform and any associated platforms, applications, software, materials, tools, or services (collectively, “**Services**”) by you or any entity you represent (“**User**,” “**You**,” or “**Your**”). In some instances, both this Agreement and separate terms issued or offered by Company setting forth additional conditions may apply to specific Services (“**Additional Terms**”). To the extent there is a conflict between this Agreement and any applicable Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

By accessing the Services in any manner, You acknowledge, accept, and agree to be bound by this Agreement, including the binding arbitration terms in Section 11, and any applicable Additional Terms. You also acknowledge and agree that this Agreement, including the rights granted to You hereunder, only becomes effective upon Your full payment of all applicable fees set forth in Section 7. Further, You acknowledge, agree, and consent to Company’s data practices with respect to personal information obtained through the Services as more fully described in Company’s Privacy Policy.

Please read these terms carefully before accessing the Services. These Terms constitute a legally binding agreement between You and Company and affect Your legal rights, responsibilities and obligations, and limit Company’s liability to You. They further require You to indemnify Company and agree to settle certain disputes through individual arbitration. These Terms do not affect Your mandatory statutory rights under applicable laws, to the extent that such rights apply to You and cannot be limited or excluded. **IF YOU DO NOT AGREE TO THESE TERMS AND ANY ADDITIONAL TERMS, DO NOT ACCESS THE SERVICES.**

Company reserves the right, in its sole discretion, to change this Agreement or any Additional Terms at any time without notice to You. All such changes will be in effect as of the “Last Updated” date at the top of this page. Your continued access and use of Services after the “Last Updated” date constitutes Your acceptance of and agreement to such changes.

## 1. USER ACCOUNT.

**1.1 No Prohibited or Restricted Parties.** By accessing the Services, You represent and warrant to Company that You, Your financial institutions, any entity that You own or control, or any entity that owns or controls You, are (a) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to lists maintained by the United Nations Security Council, the U.S. Government (including, without limitation, the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority and (b) not located in any country to which the United States has embargoed goods or has otherwise applied any sanctions.

**1.2 Creation of User Account.** In order to access the Services, You must first register and create an account with Company (“**User Account**”). You must provide complete and accurate information when registering and creating Your User Account. By registering and creating a User Account, You represent and warrant to Company the following: (a) You are of the legal age of majority in the jurisdiction in which You reside, (b) Your country of residence and incorporation (as applicable) is the same as the country specified in connection with Your User Account, and (c) if you register on behalf of another entity that you have the authority to bind that entity under this Agreement. Further, You agree to keep the log-in credentials for Your User Account confidential and to be responsible and liable for all uses of the Services by those authorized to use Your User Account.

## 2. SERVICES.

**2.1 Changes to Services.** Company reserves the right, in its sole discretion, to make any changes to the Services that it deems useful to (a) maintain or enhance the quality, performance, cost efficiency, or delivery of Company’s services to its customers or the competitive strength of Company’s services; or (b) to comply with applicable law. Company will notify You in advance of making any changes to remove any material features of the Services.

**2.2 Limited License.** Subject to the terms and conditions of this Agreement (including Your full payment of the applicable fees in accordance with Section 7.1), Company hereby grants to You a limited, revocable, non-transferable, non-sublicensable, and non-exclusive right and license during the Term for You to access and use the Services for purposes of creating and hosting one or more User Websites in accordance with this Agreement. Your unauthorized use of the Services may violate intellectual property, privacy, and other laws, and any such use may result in Your personal liability. This Agreement includes only limited grants of rights to access and use the Services. Except as otherwise expressly provided in this Agreement, nothing herein grants to You any right, title, or interest in and to the Services, whether by implication, estoppel, or otherwise. All rights not expressly granted to You hereunder are reserved by Company, its licensors, and other third parties.

- 2.3 Company Intellectual Property.** Except for the license granted to You in Section 2.2, as between Company and You, all right, title, and interest in and to the Services, including any improvements, changes, corrections, and bug fixes thereto, and all Intellectual Property in the foregoing, will remain with Company. As between Company and You, all right, title, and interest in and to any and usage data for the Services and Your User Websites, including, but not limited to, website views, session length, traffic sources, new and returning visitors, and related data (“**Usage Data**”), including all Intellectual Property therein, belongs to Company. To the extent that You obtain any ownership interest in Usage Data, You agree to and hereby do assign to Company all such interest. “**Intellectual Property**” means (a) inventions (whether patentable or not), improvements thereto, (b) works of authorship (whether copyrightable or not), (c) trademarks, service marks, domain names, and other related source-identifiers, including all goodwill associated therewith (collectively, “**Marks**”), (d) trade secrets and confidential information, (e) data, databases, and related documentation, and (f) other intangible proprietary information, and any registrations or applications for any of the foregoing.
- 2.4 AI Services.** As part of the Services, Company may offer artificial intelligence (“**AI**”) and machine learning (“**ML**”) models and tools allowing You to generate content for use on Your User Websites (“**AI Services**”). You are solely responsible for reviewing the accuracy and appropriateness of all content and materials generated by Company’s AI Services (“**Output**”) in response to text, image, or other prompts submitted by You and End Users (“**Input**”) before You use, publish, display, or transmit any such Output on or through any of Your User Websites. You understand and agree that (a) Company does not represent or warrant that any Output will meet Your or End Users’ needs or expectations; (b) Outputs may infringe upon or otherwise violate third-party rights; and (c) Company is not responsible or liable for Your use of any Outputs. All Inputs provided by You or End Users and any Outputs that You use, publish, display, or transmit on or through any of Your User Websites, will be deemed User Content (as defined below in Section 3) to the extent such Inputs and Outputs do not contain preexisting Intellectual Property owned by Company. Company is permitted to use any and all such Inputs and Outputs to improve the Services (including, but not limited to, training AI and ML models), and to review such Inputs and Outputs for compliance with applicable law.
- 2.5 Right to Terminate or Suspend Access.** At any time and for any reason, Company may, in its sole discretion, terminate, suspend, or otherwise limit Your User Account and Your access to and use of the Services without prior notice, liability, or compensation to You.
- 2.6 Use Restrictions.** Except as otherwise expressly provided in this Agreement, You shall not:
- (a) Use the Services in any manner that (i) is unlawful, offensive, obscene, lewd, violent, threatening, harassing, abusive, defamatory, libelous, disparaging, deceptive, or fraudulent, (ii) infringes, misappropriates, or

otherwise violates any third-party rights, (iii) is otherwise objectionable to Company, or (iv) is not expressly authorized by this Agreement or any applicable Additional Terms;

- (b) Use the Services for purposes of developing a competitive product or service;
- (c) Decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, ideas, user interface techniques, or algorithms underlying the Services by any means whatsoever;
- (d) Engage in any activity that interferes with another user's authorized access to or the proper operation of, or otherwise causes harm to, the Services;
- (e) Circumvent, interfere with, or otherwise avoid any security measures implemented by Company to prevent or restrict access to and use of the Services;
- (f) Use any robot, spider, crawler, or other automatic device, program, algorithm, or method (excluding standard search engine or web browser activity), or any similar manual process, to access, acquire, copy, or monitor any portion of the Services;
- (g) Harvest or otherwise collect or store any information, including personally identifiable information, about other users of the Services without the express consent of such users;
- (h) Attempt to gain unauthorized access to, or probe or test the vulnerability of, the Services or any networks or systems connected thereto;
- (i) Remove or alter any copyright, trademark, or other Intellectual Property notices contained in the Services;
- (j) Use the Services in any manner that misrepresents, suggests, or otherwise implies an unauthorized endorsement or association with any products, services, or brands;
- (k) Impersonate any person or entity, or provide any false information, through the Services; or
- (l) Upload, distribute, or transmit to or through the Services, or any networks or systems connected thereto, any virus, worm, trojan horse, malware, or other malicious code, the purpose or effect of which is to permit unauthorized access to, destroy, disrupt, disable, or otherwise harm or impede (i) any computer, software, hardware, system, or network, or any application or function of any of the foregoing, or (ii) the security, integrity, confidentiality, or use of any data processed thereby ("**Harmful Code**").

### 3. USER CONTENT.

**3.1 Generally.** Subject to the limitations set forth in this Agreement and any applicable Additional Terms, the Services may provide You with the opportunity to post, publish, display, transmit, broadcast, distribute, or otherwise make available

content on Your User Websites that You create, upload, or otherwise provide for inclusion, including, but not limited to, text, illustrations, designs, images, animations, graphics, videos, audio content, fonts, logos, code, or databases, and other similar or materials (“**User Content**”).

**3.2 License Grant and Waiver of Moral Rights.** Subject to the terms and conditions of this Agreement, You hereby grant to Company a limited, perpetual, irrevocable, transferable, sublicensable, royalty-free, and non-exclusive right and license to reproduce, store, distribute, publish, display, transmit, publicly perform, broadcast, modify, create derivative works based upon, and otherwise use User Content for any and all purposes. You hereby grant to Company a limited, revocable, non-transferable, non-sublicensable, royalty-free, and non-exclusive license during the Term to use Your Marks solely for purposes of including Your Marks on Your User Websites and as otherwise required for Company to provide the Services to You. In exercising its rights with respect to User Content, Company may remove or alter metadata, notices, and content (including copyright management information) from User Content. You consent to such removal and alteration, and represent and warrant that you have the full right, power, and authority to do so. You also grant Company the irrevocable and perpetual right to use and exploit Your name, image, and likeness in connection with any User Content, without any obligation or remuneration to You. Further, You hereby waive, to the extent permitted by law, any moral rights (including rights to attribution and integrity) that You may have in any User Content. To the extent such moral rights are not waivable, You irrevocably agree not to exercise such moral rights in a manner that interferes with Company’s exercise of the rights granted to it hereunder with respect to User Content.

**3.3 User Representations and Warranties.** Each time You create, upload, or otherwise provide any User Content, You represent and warrant to Company the following: (a) You are at least the age of majority in the jurisdiction in which You reside; (b) You are the parent or legal guardian, or have obtained all requisite consents and permissions from the parent or legal guardian, of any minor who is depicted in or contributed to any of the User Content; (c) You have the legal right or authority to provide the User Content to Company and grant Company the rights and licenses hereunder, without the need for Company to obtain consents or permissions from any third party and without creating any other obligation or liability of Company; (d) the User Content is accurate; (e) the User Content does not, and Company’s use of the User Content as permitted under this Agreement will not, infringe, misappropriate, or otherwise violate the Intellectual Property or other rights of any third party; and (f) the User Content will not violate this Agreement or cause injury or harm to any person.

**3.4 Intellectual Property and Other Rights.** You must own, or have acquired all requisite consents, permissions, and licenses to, all Intellectual Property and other rights in Your User Content. If another contributes to or has any rights to Your User Content, or appears or is referenced in Your User Content, You must obtain their permission before uploading or otherwise providing such User Content to

Company. You shall not create, upload, or otherwise provide to Company any User Content that (a) infringes, misappropriates, or otherwise violates any Intellectual Property, rights of publicity, rights to privacy, or other rights held by any third party or (b) features any individual who has not given You express permission, or in the case of an individual under the age of thirteen (13), whose parent or legal guardian has not given You express permission, to include the individual in such User Content. Company may require, at any time, proof of any consents, permissions, and licenses required by this Section in a form acceptable to Company.

- 3.5 Inappropriate User Content.** You shall not create, upload, or otherwise provide User Content that (a) is offensive, obscene, lewd, indecent, pornographic, violent, threatening, harassing, abusive, hateful, degrading, defamatory, slanderous, libelous, disparaging, inaccurate, fraudulent, deceptive, misleading, or otherwise harmful or injurious to any person or entity; (b) promotes or encourages unlawful, infringing, or similarly inappropriate activities; (c) violates applicable law; or (d) contains, transmits, or activates any Harmful Code or otherwise interferes with, disrupts, damages, or accesses without authorization any devices, networks, systems, or services of Company or any third party.
- 3.6 Removal of Inappropriate User Content.** Company reserves the right (but is not obligated) to reject, modify, disable access to, or remove, in whole or in part, any of Your User Content that violates this Agreement or includes materials that Company determines, in its sole discretion, to be inappropriate content. You understand and agree that Company has no responsibility or liability to You for rejecting, modifying, disabling access to, removing, or otherwise failing to make available any such User Content.
- 3.7 No Duty to Monitor.** Notwithstanding anything to the contrary herein, Company has no obligation to monitor User Content that is created, uploaded, or otherwise provided by You. You understand and agree that Company is neither responsible nor liable for any such User Content.

#### **4. DMCA AND INTELLECTUAL PROPERTY INFRINGEMENT.**

- 4.1 General.** When accessing and using the Services, You shall respect the Intellectual Property of third parties. It is Company's policy to respond appropriately to notices of alleged copyright or other Intellectual Property infringement, as set forth in more detail below. Company reserves the right, in its sole discretion, to disable access to or remove any User Content that may infringe another's Intellectual Property without notice, liability, or compensation to You.
- 4.2 Repeat Infringers.** In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, Company has adopted and reasonably implemented a policy of terminating, in appropriate circumstances, the User Accounts of users who are deemed by Company to be repeat infringers of Intellectual Property. Company reserves the right to terminate Your User Account if it determines You have engaged in repeat infringement of Intellectual Property

when using the Services. In response to an allegation that You have infringed another's Intellectual Property, Company may take any action it deems appropriate, including, but not limited to, (a) removing or disabling access to Your allegedly infringing User Content; (b) suspending or terminating Your User Account or Your access to or use of the Services, in whole or in part; and (c) reporting any suspected unlawful activity committed by You to law enforcement officials or other appropriate parties. If Company suspends or terminates Your User Account or Your access to or use of the Services, You are prohibited from registering and creating a new User Account without Company's prior written consent. Upon any such termination or suspension, all licenses granted to You hereunder with respect to the Services automatically terminate.

- 4.3 DMCA Copyright Infringement Notices.** If You are the owner of a copyright in a work of authorship or the authorized agent of such owner and believe that the copyright in Your work has been infringed by an improper reproduction, distribution, creation of derivative works, display, or public performance of such work through the Services, You may send Company a written notice ("**DMCA Copyright Infringement Notice**") that includes all of the following information: (a) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single DMCA Copyright Infringement Notice, a representative list of such copyrighted works, and a description of the allegedly infringing activity; (b) identification of the URL or other specific location where the material You claim is infringing is located, and enough information for Company to locate the allegedly infringing material; (c) Your full name, address, telephone number, and email address so that Company can contact You; (d) Your statement that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) Your statement, made under the penalty of perjury, that all of the information in Your DMCA Copyright Infringement Notice is accurate and that You are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) Your electronic or physical signature.

Company will only respond to DMCA Copyright Infringement Notices that are received by its designated copyright agent ("**Copyright Agent**") listed below:

Copyright Manager  
ISG Realty LLC  
21 Dey Street  
New York, NY 10007  
Phone: (212) 786-4117  
Email: [dmca@isgmetaverse.io](mailto:dmca@isgmetaverse.io)

Company may elect not to respond to DMCA Copyright Infringement Notices that do not substantially comply with all of the foregoing requirements, and it may elect take any and all action it deems appropriate based on notices that do not substantially comply with all of the foregoing requirements. Please note that the

DMCA provides that any person who knowingly materially misrepresents that material or activity infringes their copyright may be subject to liability.

- 4.4 DMCA Counter-Notification.** If Company disables access to or removes any of Your User Content as the result of a DMCA Copyright Infringement Notice, and You believe that such disabled access or removal is the result of a mistake or misidentification of the material to be removed or disabled, You (or a person authorized to act on Your behalf) may send Company a counter-notification in accordance with the DMCA (“**DMCA Counter-Notification**”). The DMCA Counter-Notification should include all of the following information: (a) a description of the User Content that was removed or to which access was disabled and the location where the User Content appeared before it was removed or access to it was disabled (please include a full URL of the web page(s) on which such User Content appeared before it was removed or access to it was disabled); (b) Your full name, address, telephone number, and email address, and the username of your User Account; (c) Your statement, made under the penalty of perjury, that You have a good faith belief that such User Content was removed or had access to it disabled as a result of mistake or misidentification of the material to be removed or disabled; (d) Your statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if Your address is located outside of the U.S., to the jurisdiction of the United States District Court for the Southern District of New York), and that you will accept service of process from the person who submitted the DMCA Copyright Infringement Notice to Company or an agent of such person; and (e) Your electronic or physical signature. Please note that the DMCA provides that any person who knowingly materially misrepresents that material was removed or disabled by mistake or misidentification may be subject to liability.
- 4.5 Receipt of DMCA Counter-Notification.** If Company receives a DMCA Counter-Notification from You (or a person authorized to act on Your behalf) that complies with the requirements set forth in Section 4.4, Company will replace or cease disabling access to the User Content in no less than ten (10) days and no more than fourteen (14) days following its receipt of the DMCA Counter-Notification. However, Company will not replace or cease disabling access to the User Content if its Copyright Agent first receives notice that the person who sent the DMCA Copyright Infringement Notice has filed a lawsuit seeking a court order restraining You from engaging in infringing activity related to such User Content. Company will also forward Your DMCA Counter-Notification to the person who sent the DMCA Copyright Infringement Notice.
- 4.6 Other Intellectual Property Infringement.** If You are the owner of Intellectual Property other than copyrights and believe Your rights in such Intellectual Property have been infringed by an improper use, posting, or distribution through the Services, then You may send Company a written notice to its Copyright Agent that includes the information required for DMCA Copyright Infringement Notices under Section 4.3. Company will act on such notifications in its sole discretion, as permitted by applicable law.



5. **DATA PRIVACY.** User acknowledges that certain aspects of the Services require or involve the submission, collection, and use of personally identifiable information. In particular and as part of accessing or using the Services, Company and certain third parties may collect, access, and use data pertaining to You and End Users, such as names, dates of birth, addresses, phone numbers, and activities or navigation undertaken through such services and User Websites. Company encourages You to read its privacy policies on a regular basis for a more detailed description of such its collection and use practices.
6. **THIRD-PARTY SERVICES.** Company's Services may enable You to engage, connect, and otherwise use certain (a) software, applications, models, algorithms, computer code, interfaces, content, servers, networks, software, applications, Internet connection, bandwidth, data centers and other hosting facilities, domain names, security measures, and other website hosting and related services provided by third parties in connection with the Services (collectively, "**Third-Party Services**"). You understand and agree that Company (x) merely acts as an intermediary platform between You and Third-Party Services, (y) does not endorse any Third-Party Services, and (z) is not responsible or liable for any Third-Party Services, regardless of whether they are offered as part of Company's Services. Any and all use of Third-Party Services is done solely at Your own risk. By using any Third-Party Services, You agree to comply all policies and terms governing Your use of such Third-Party Services. Company reserves the right, at any time and in its sole discretion, to suspend, disable access to, or remove any Third-Party Services without any liability to You or End Users.
7. **SERVICE FEES.**
  - 7.1 **Services Fee.** You shall pay to Company a non-refundable fee for access to and use of the Services. The non-refundable fee will be payable at regular intervals as set forth in Your User Account.
  - 7.2 **Changes.** Company may, in its sole discretion, change the pricing for the Services, and any such change will become effective at the end of the then-current Term. By continuing to access and use the Services after any such pricing change becomes effective, You agree to any increases in such pricing.
  - 7.3 **Taxes.** You will be responsible for all sales, use, value-added, property, or other federal, state, and local taxes (excluding taxes based on Company's net income), and any tariffs, duties, assessments, or other charges, imposed by a governmental authority for Your receipt of Services under this Agreement.
8. **REPRESENTATIONS AND WARRANTIES.**
  - 8.1 **Company Representations and Warranties.** Company represents and warrants to You that during the Term (a) it has and will maintain the full right, power, and authority to grant You the licenses hereunder for You to access and use the Services; and (b) it will (i) not knowingly input, upload, transmit, or otherwise provide to or through the Services any Harmful Code and (ii) use commercially

reasonable efforts to eliminate any Harmful Code identified in any aspect of the Services.

**8.2 User Representations and Warranties.** In addition to Your representations and warranties set forth in Section 1 and Section 3.3, You represent and warrant to Company that during the Term You have and will maintain the full right, power, and authority to grant Company the licenses hereunder for Company to use Your User Websites, User Content, and Marks.

**8.3 DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 8, THE SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FOR COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL MEET YOUR OR END USERS’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES (EXCEPT AS EXPRESSLY SET FORTH IN DOCUMENTATION FOR USE), OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE.

## **9. LIMITATION OF LIABILITY; INDEMNIFICATION.**

**9.1 EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW IN EACH APPLICABLE JURISDICTION, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE LOSSES OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**9.2 LIABILITY CAP.** IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF CONSIDERATION PAID BY YOU TO COMPANY IN CONNECTION WITH THE TRANSACTIONS UNDERLYING YOUR CLAIM.

**9.3 Indemnification.** You agree to indemnify, defend, and hold harmless Company, and its affiliates, officers, directors, employees, agents, and representatives, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of any kind (including reasonable attorneys' fees and legal expenses) (collectively, "Claims and Losses") arising from or relating to: (a) Your breach or alleged breach of this Agreement or any other applicable Additional Terms; (b) Your use of the Services; (c) Your User Content or User Websites; (d) Your infringement, misappropriation, or violation of any Intellectual Property or other rights owned by any third party (including rights of publicity and rights to privacy); (e) Your violation or alleged violation of any laws, rules, regulations, ordinances, or orders of any governmental authority in connection with Your use of the Services; (f) any misrepresentation made by You; and (g) any other allegation or claim that Your User Content or User Websites, or Your use of the Services, caused damage to any third party. You agree to cooperate fully with Company in the defense of any such Claims and Losses. Company reserves the right to assume the exclusive defense and control of, and retains the exclusive right to settle, any and all such Claims and Losses.

## **10. TERM AND TERMINATION.**

**10.1 Term.** The initial term of this Agreement commences at the time You first access or use the Services and, unless cancelled earlier pursuant to Section 10.2, will continue in effect for one (1) year ("**Initial Term**"). After the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless We or You provide notice to the other of nonrenewal.

### **10.2 Termination.**

- (a) You may request to terminate this Agreement and cancel Your User Account or Your access to and use of the Services at any time in accordance with the instructions available on the SAGE Immersion Platform. Any such cancellation will only become effective at the end of the then-current Term.
- (b) Your failure to comply with any terms of this Agreement or applicable Additional Terms or pay any fee required by Section 7 by the date on which it becomes due shall entitle Company to suspend (until full payment is made) or cancel your User Account and terminate this Agreement.
- (c) Upon termination all licenses granted to You hereunder with respect to the Services terminate immediately.

**10.3 Loss of User Content and Data.** If Your User Account or Your access to and use of the Services are cancelled, such cancellation may cause or result in the loss of Your User Content, User Websites (and Usage Data related thereto), and other content or information associated with Your User Account. Company shall not be liable for any such loss or for creating backup copies of Your User Content, User

Websites (and Usage Data related thereto), or any other content or information associated with Your User Account. Following such cancellation, Company reserves the right to delete all data related thereto in the normal course of operation and You acknowledge that such data cannot be recovered once deleted.

**10.4 Survival.** The provisions in the following Sections shall survive cancellation of Your User Account and Your access to and use of the Services: Section 2.3 (Company Intellectual Property), Section 3.2 (License Grant), Section 8 (Representations and Warranties), and Section 9 (Limitation of Liability; Indemnification).

## **11. DISPUTE RESOLUTION.**

**11.1 Mandatory Arbitration.** You and Company agree to arbitrate, rather than litigate, any and all past, present, and future claims, disputes, or controversies between You and Company (including any of its parent companies, subsidiaries, officers, directors, employees, agents, or representatives), whether based in contract, statute, regulation, ordinance, tort (including negligence) or other legal or equitable theory (collectively “**Disputes**”) arising out of or related to this Agreement or any applicable Additional Terms. Notwithstanding this agreement to arbitrate, You and Company may litigate appropriate Disputes against each other in small claims court, provided that the Dispute falls within the small claims court’s jurisdiction.

**11.2 Collective Arbitration and Class Action Waivers.** You agree that any and all Disputes between You and Company will be arbitrated individually and that there will be no class, collective, or consolidated actions in arbitration (“**Collective Arbitration Waiver**”). Collective arbitration shall include, but is not limited to, any claim (a) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (b) which involves common questions of law or fact; (c) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (d) is initiated at or near the same time. You agree that this Collective Arbitration Waiver shall be binding in any arbitral proceeding. If You or Company brings a claim in small claims court, You and Company agree that any such claim will be litigated individually and neither You nor Company can bring a claim on a class or representative basis (“**Class Action Waiver**”). Further, neither You nor Company may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of the agreement to arbitrate in this Section 11 if they were directly asserted by You or Company. You and Company agree that the Collective Arbitration and Class Action Waivers are an essential part of the arbitration agreement set forth in this Section 11 and may not be severed from such arbitration agreement (with the exception of the jury trial waiver in Section 11.6).

**11.3 Arbitrator Authority.** The arbitration between You and Company will be binding. With the exception of Disputes litigated in small claims court, any and all Disputes will be resolved by an arbitrator. An arbitrator may only award such relief as a court

of competent jurisdiction could award. An arbitrator may award attorney's fees and court costs only if a court of competent jurisdiction would be authorized to do so, and may award injunctive or declaratory relief only if that relief is required or authorized by applicable law, provided that any such injunctive or declaratory relief may not extend beyond You and Your dealings with Company.

**11.4 Informal Dispute Resolution.** You and Company agree that You will try to resolve disputes informally before resorting to arbitration. If You have a Dispute, first notify and provide a written description of Your claim to Company. If Company does not satisfactorily resolve Your claim within thirty (30) days following its receipt of Your notice, then You may pursue Your claim through arbitration. Neither You nor Company may initiate arbitration without first following the informal dispute resolution procedure provided in this Section 11.4.

**11.5 Arbitration Procedures.** You and Company agree that this Agreement and the Services that Company provides to You affect interstate commerce and that the Federal Arbitration Act (and not state arbitration laws) apply for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at [www.adr.org/Rules](http://www.adr.org/Rules). If there is a conflict between the AAA's rules and the arbitration agreement set forth in this Section 11, the arbitration agreement shall control. To initiate arbitration, You must send a written request for arbitration that describes Your claims to Company. You must also comply with the AAA's rules regarding initiation of arbitration.

**11.6 JURY TRIAL WAIVER.** IF FOR ANY REASON THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 11 IS FOUND TO BE UNENFORCEABLE, YOU AND COMPANY EXPRESSLY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY.

## **12. GENERAL TERMS.**

**12.1 Changes and Updates.** Company reserves the right to change, suspend, or terminate the Services at any time and for any reason without prior notice to You or End Users. You agree that Company will not be liable to You or End Users for any modification, suspension, or termination of the Services. If any such changes require Your payment of additional fees, Company will provide You with prior written notice detailing such additional fees. If You fail or refuse to pay such additional fees, Company may, in its sole discretion, cancel Your User Account or Your access to and use of the Services.

**12.2 Operation of the Services; International Issues.** Company controls and operates the Services from the U.S. and makes no representation that the Services are appropriate or available for use beyond the U.S. If You use Services from other locations, You are doing so on Your own initiative and responsible for compliance with applicable laws regarding Your online conduct and acceptable content, if and to the extent local laws apply.

- 12.3 Export Controls.** You are responsible for complying with all applicable export, sanctions, and trade regulations and laws, both foreign and domestic. Except as authorized by U.S. law, You agree and warrant not to export or re-export the Services, in whole or in part, to any country, or to any person, entity, or End User, subject to U.S. export controls or sanctions.
- 12.4 Governing Law; Jurisdiction.** This Agreement will be governed by the laws of Delaware without regard to conflicts of laws principles (whether of the state of Delaware or any other jurisdiction). Company and You hereby submit for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in **New York**, and any courts of appeal therefrom, and waives any objection (whether on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any such courts.
- 12.5 Entire Agreement.** This Agreement and any applicable Additional Terms constitutes the entire agreement between Company and You with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications, and other understandings related to the subject matter hereof.
- 12.6 Headings.** The headings of the Sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.
- 12.7 Waiver.** No waiver of any of the provisions of this Agreement will be binding unless executed in writing by the party making the waiver and no such waiver will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any such waiver constitute a continuing waiver.
- 12.8 Severability.** Except as otherwise expressly provided in Section 11, should any clause, portion, or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.
- 12.9 No Third-Party Beneficiaries.** This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.
- 12.10 Assignment.** Company may assign its rights and delegate its obligations under this Agreement and any applicable Additional Terms, in whole or in part, at any time and without notice to You. Your rights and obligations under this Agreement and any applicable Additional Terms cannot be assigned or delegated by You without the prior written consent of Company.

**12.11 Notices.** Any notice, request, or other communication to be given by Company or You hereunder shall be in writing and shall be either delivered in person or sent by (a) registered or certified mail, postage prepaid, with return receipt requested; (b) an overnight courier guaranteeing overnight delivery; or (c) email, if receipt is confirmed. Notice shall be deemed delivered on receipt if delivered by hand or electronically, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

Company will send any notices to You to the email address You used to register and create Your User Account. Except as otherwise specified in Section 4, any notices to Company shall be sent to the following addresses or to such other address as Company may designate from time to time:

21 Dey Street, 5th Floor,  
New York, NY 10007

Email: [dmca@isgmetaverse.io](mailto:dmca@isgmetaverse.io)

**12.12 Relationship of the Parties.** Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between Company and You for any purposes. Neither Company or You will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against, in the name of, or on behalf of the other party except as expressly set forth in this Agreement.