



TERMS OF USE

Date: November 6, 2020

The Phygital World is a website and virtual platform located at <https://safe-gala.phygitalworlds.com/#/> and <https://safe-gala.phygitalworlds.com/#/world> (the “Platform”) owned and operated by Double A Labs (“Double A”). This Terms of Use (“Agreement”) sets out the terms upon which Double A offers you (“you”, “your”, “consumer” or “visitor”) access to and use of the Platform. By using the Platform you agree to comply with and be bound by these Terms and Conditions (“Terms”), and that these constitute a legal agreement between you and Double A. If you do not agree with these Terms please do not use the Platform. Your continued use of the Platform after changes are made to this Agreement are deemed to be acceptance of such changes. All policies and related agreements, including our privacy policy, between you and Double A are incorporated into this Agreement. For our data and privacy practices please review our privacy policy located [here](#). Your use of this Platform is at your own risk.

INTELLECTUAL PROPERTY

The Platform, including all of its information, content, text, technology, design, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software, source codes and the HTML used to generate the pages, including all copyrights, trademarks, patents and trade dress (collectively, the “Intellectual Property”), is owned by or licensed to Double A, or otherwise used by Double A as permitted by law, and may be protected by patent, trademark and/or copyright under United States and/or foreign laws.

By accessing the Platform, you agree that you will access the content solely for your own personal, non-commercial use. No part of the Platform may be downloaded, copied, reproduced, transmitted, stored, sold or distributed, in whole or in part, without the prior written consent of the Double A. Nothing in these Terms will be deemed to grant you a license to or ownership in the Platform. You may not adapt, modify, publish, remove, publicly display, perform, broadcast, creative derivative works from or otherwise exploit the Platform. Double A reserves the right to revoke your access to the Platform at any time.

ACCESS AND INTERFERENCE

You agree that:

1. You will not use any robot, spider, scraper, deep link, script or similar automated data gathering or extraction tool, program, algorithm or methodology to access, acquire, copy, scape, crawl, spider or monitor the Platform, other than via software that sends queries to the Platform to index or rank a website for search and location purposes, without Double A’s express written consent, which may be withheld in their sole discretion.



2. You will not use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform, other than generally available third-party web browsers.
3. You will not introduce any file which contains viruses, worms, Trojan Horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform.
4. You will not attempt to decipher, decompile or reverse-engineer the Platform or any of the software comprising or in any way making up a part of the Platform.
5. You will not attempt to interfere or interfere in any way with the Platform or related network security, or attempt to gain unauthorized access to any computer system or data.
6. You will not use the Platform to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity.
7. You will not use the Platform to engage in conduct that would constitute a civil or criminal offense, or that violates any applicable laws or regulations.
8. You are 18 years old and are legally capable of entering into binding contracts.

LINKS TO THIRD PARTIES

The Platform may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Double A is not responsible for the content or availability of any such sites. Websites may have their own privacy policies and terms of use. You should review and become familiar with the privacy policies and terms of use of all sites you visit.

INTELLECTUAL PROPERTY INFRINGEMENT

If you believe certain content on the Platform constitutes infringement of your copyright please contact Double A, at 1600 E. 7th Street, Austin, TX 78702 and/or via email at legalnotice@doublealabs.com. with the following information:

- Evidence of your authorization to act on behalf of the owner, who owns the copyrighted work;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located on the Platform, including a link to where the alleged infringing material is located;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;



- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and
- Your physical or electronic signature.

If you believe any other content on the Platform constitutes infringement of your trademark or other intellectual property rights, please provide us with a notice of your claim to the address above.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

Double A reserves the right to change or remove (temporarily or permanently) the Platform, or any other website, application or online service or portion thereof, without notice. All products, services and content on the Platform are provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made, and without warranty of any kind whether express or implied, including but not limited to the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, Double A, its affiliates, licensors and vendors, or the directors, officers, employees, agents or other representative of any of the foregoing ("Released Parties") will not be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or damages whatsoever (including without limitation, loss of business, opportunity, data or profits) arising from or in any way related to the use of, the inability to use or the performance of the Platform, or the content and materials or functionality on or accessed through the Platform; regardless of whether the Released Parties were given actual or constructive notice of such damages. Double A makes no warranty that the Platform will be uninterrupted or error free, that defects will be corrected or that the Platform or the server that makes it available are free of viruses or anything else which may be harmful or destructive. Double A's aggregate liability arising out of this Agreement will not exceed one hundred dollars (\$100).

INDEMNITY

You agree to indemnify and hold Double A and its affiliates, and their respective directors, officers, representatives, employees and agents, harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions arising out of any breach by you of this Agreement or other liabilities arising out of your use of the Platform.

CHOICE OF LAW

All Double A activity and this Agreement is governed by the laws of the United States of America and the applicable laws of the State of Texas, without regard to conflict of law principles.



DISPUTE RESOLUTION

In the event of any claim, controversy, or alleged dispute between you and Double A, its members or affiliates (“Dispute”), you hereby agree to attempt in good faith to first amicably resolve such Dispute at least thirty (30) days before instituting any legal proceeding.

Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association (“AAA”) to be held in Travis County, Texas, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one (1) year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burden (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and Double A. To the full extent allowable by law, you agree that no arbitration proceeding, or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of Double A, be subject to binding arbitration: (1) any Disputes related to, or arising from allegations of criminal activity; (2) any Disputes concerning Double A’s intellectual property rights; and (3) any claim for injunctive relief. Any Dispute not subject to arbitration shall be decided by the state or federal court located within Travis County, Texas, United States of America. Each party hereby waives any claim that such venue is improper or inconvenient. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

CLASS ACTION WAIVER



You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

WAIVER AND SEVERABILITY

Any waiver of any provision contained in this Agreement shall not be deemed to be a waiver of any other right, term, or provision of this Agreement. If any provision in this Agreement is determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

CONTACT US

If you have a question or complaint regarding the services provided on the Platform or Double A in general, please contact us at Double A Labs, 1600 E. 7th Street, Austin, TX 78702 and/or via email at legalnotice@doublealabs.com.