



TERMS AND CONDITIONS

(last update on 06/26/17)

Please read these Terms carefully. These terms and conditions (the "Terms") govern your access to and use of VRNISH.COM website (the "Site") and potential mobile applications. By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with the KABO company (trademark: VRLINES), registered at the Trade and Companies Register of Bobigny under the number 441 678 273, registered under the intra-community VAT identification number FR87441678273, with capital of seventy thousand and five hundred (70.500) euros and whose registered office is located at 2-4 allée de Seine, 93000 Saint-Denis (the "Company"). Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

We may change these Terms or the Privacy Policy at any time by posting a revised version on the Site. Please check the Terms and the Privacy Policy whenever you visit the Site. You may check the date of the latest version of these Terms and Privacy Policy above. You will be bound by the revised Terms and Privacy Policy if you continue to use our Services following the date on which the revised Terms or Privacy Policy are published on the Site.

1. Services provided

Through the Site we provide an online platform for Members, Owner Members and Users to search for VR locations worldwide and learn the useful information about the Virtual Reality ("VR") locations (schedule, direction, phone number, what is proposed) or hardware and accessories or content thanks to an individual information sheet page (the "Profile page"). We can create an information sheet ourselves or let the owner of a VR location, hardware and accessories or content create it and be the administrator. At any time, an Owner Member can become the administrator of its own page.

2. Eligibility to use the Site and the Services

The Services are intended for adult Users, you must be over 18 years of age to become a Member, User and have the requisite power and authority to enter into these Terms.

3. Membership

- 3.1 You may register free of charge on the Site and this will give you access to some of the Services. The Owner Members are particular Members who own VR locations, hardware and accessories or content so the Owner Members will have to alert the Site of their registration.
- 3.2 You may cancel your membership at any time (see section 9 ([Termination](#)) below for further detail).

4. Safety and Security

- 4.1 The Site contains profile information and photos, and other elements which are publically visible to other Users of the Site. We are a mere technical intermediary and hosting provider. Therefore we cannot and may not be held liable for the content, i.e. user generated content, profiles, photos and other elements on the Site. We have no obligation to control and supervise any of the activities on the Site. Therefore we will not be liable if a User uses an illegal content. In the case we created the first Profile page, we cannot be responsible either since the information used are public. The Users may not use this Site for any illegal or legally infringing activities and may not post, publish or disseminate any materials which is offensive



or which violates the law. More specifically, the Users agree not to post, publish or disseminate any pornographic, obscene, libellous, defamatory, insulting, menacing, provocative, racist or otherwise damaging content, information, software or other materials on the Site, including materials violating the rights, legal interests and reputation of the Company, other Users and any other third party. When unlawful content has been notified, we shall duly notify the authorities thereof. We reserve the right to expel and exclude any User from the use of and access to the Site and the Services provided thereon in case of violation of these Terms. We do not represent or guarantee the accuracy of any of the User Content placed on the Site. You should therefore not assume that any User Content is accurate or that another User is who he or she claims to be. It is up to you to take appropriate steps to investigate User Content before you take any action based on it. We will not be liable for false or misleading statements by other Users. We will not be liable either for any content added on the Site in reference to others websites.

- 4.2** You alone are responsible for ensuring that your interaction with other Users is lawful.
- 4.3** You are responsible for the acts or omissions of any third parties who use your identification information or account, whether fraudulent or not. You agree to indemnify us against any claims of this kind.
- 4.4** We will not be liable if your identity is used by someone else.
- 4.5** You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a username or password. In such case you should immediately amend your password.
- 4.6** We will not become involved in any disputes between Users, nor do we provide any arbitration or settlement services should a dispute arise.

5. Your Obligations in Agreeing to Use the Site and the Services

- 5.1** You agree that you will not :
 - 5.1.1** in connection with the Services breach any applicable law, regulation or code of conduct;
 - 5.1.2** publish or send any User Content or communications to us which are false or misleading (and you agree to update User Content to ensure that it does not become false or misleading), sexually explicit, sexually suggestive, vulgar, indecent, obscene, racist, xenophobic, abusive, unlawful, deceitful, invasive of another's privacy, offensive, harmful, violent, threatening, harassing, defamatory, an infringement of third party intellectual property or other rights or which encourage or assist any of the foregoing;
 - 5.1.3** disclose or make accessible to any third party any username(s), password(s), activation code(s) or similar information allocated to Users or use them for any purpose other than authentication for the Services;
 - 5.1.4** provide email addresses to us of other persons or publish or send any User Content referring to other persons without having obtained their prior consent;
 - 5.1.5** publish or send any User Content which links to any third party websites which are illegal or contain inappropriate content;
 - 5.1.6** use the Services for junk mail, spam and pyramid or similar or fraudulent schemes;



- 5.1.7** do anything which may have the effect of disrupting the Services including the use of worms, viruses, software bombs or mass mailings;
- 5.1.8** attempt to gain unauthorised access to any part of the Services or to the equipment used to provide the Services;
- 5.1.9** use the Services other than for the purposes set out in these Terms.
- 5.2** You agree to comply with any guidelines or requirements on our Site as well as any reasonable request or instructions by us in connection with the Services.
- 5.3** You must notify us in writing immediately if you become aware of any inappropriate behaviour in connection with the Services (including if you believe that material belonging to a third party has been posted on the Site by another User in breach of copyright).

6. User Content

- 6.1** The Site only provides the means for Members, and particularly Owner Members, to publish and/or distribute their professional or experience information and is not the publisher of User Content or of any content added on the Site in reference to others websites.
- 6.2** It is your responsibility to decide which information to publish or send as User Content (which will be visible to other Users or Internet users). The Site will not be responsible for any misuse of such User Content by any other User or third party.
- 6.3** Save as set out in the Privacy Policy, we will not disclose any personal details supplied by you that are not publicly displayed in your profile without your prior consent.
- 6.4** The Site does not and will not exercise editorial control over profile and picture content, but reserves the right to do so without accepting any liability for User Content (including pictures) or other activities of Users which may breach the rights of other Users or third parties or are in contravention of sections 3 and 5 of these Terms and Conditions.
- 6.5** The Site does not verify the accuracy or truth of any information published by Users. You should therefore conduct your own independent investigations to verify the accuracy of User Content published or sent by other Users.
- 6.6** We reserve the right not to accept or to suspend or remove from the Site and the Services all or part of any profile or any other User Content for any reason and, if we do so, we will not enter into correspondence with you regarding the suitability of such User Content.
- 6.7** We assume no responsibility for the deletion of or failure to store your User Content, including profile details and photographs. Further, you must ensure that you save any messages you wish to keep.
- 6.8** The Member Owners are warned that, if they do not claim their page, they will not be able to receive any message.
- 6.9** The Site cannot guarantee that offensive or inappropriate material will be removed or deleted from the Site in every case, but any failure to do so in a particular case will not affect our right to remove or delete similar material in subsequent cases.



7. Proprietary Information and Content

- 7.1** The Site and the Services contain or use information and content (including marks, logos, graphics, images, photographs, animation, videos, text and software) that are the intellectual property of our partners, other Users and us. Your right of use is strictly limited to accessing, downloading, printing and reproducing such information or content for your own personal, private and non-commercial use of the Services within the scope of these Terms. You may not otherwise retrieve, display, modify, copy, print, sell, download, hire or reverse engineer (except insofar as permitted by applicable law) such content without our prior written consent.
- 7.2** You may not include our Site in part or in whole within another external website without our prior written consent.
- 7.3** Subject to the terms of the Privacy Policy and any particular permissions you give, you grant us a licence to use (and to sub-licence or assign) your User Content, as necessary in connection with the provision of the Services, including:
- 7.3.1** Owner Member profiles from this site may also be visible (where applicable) on other network sites operated by the Company.
- 7.3.2** making your Profile page visible to other Users within service specific emails (e.g. new fan notification, etc).
- 7.3.3** using such Content in connection with our business to business marketing activities
- 7.4** You may not copy or otherwise use any User Content of other Users without their prior consent except insofar as strictly necessary for your own personal, private and non-commercial use of the Services within the scope of these Terms. The Site and KABO may in no event be held liable for any use described in this article.
- 7.5** You may not publish or post any material on the Site or send via the Services any material that belongs to a third party unless you have obtained permission to do so prior to your use of such material. You are also requested to notify us if you believe that material belonging to a third party has been posted or sent by another User. This includes (but is not limited to) photographs, images and text.

8. Performance of and changes to the Site and the Services

- 8.1** The Services are provided to you on an “as is” basis by the Site. We do not guarantee that our Services will be uninterrupted or error-free or will achieve particular results. We will use our reasonable endeavours to rectify faults if they do occur.
- 8.2** We reserve the right to suspend the Services at any time without notice for repair, maintenance, improvement or other technical reason.
- 8.3** We reserve the right to change the Services provided such changes do not have a material adverse effect on the quality of the Services.

9. Termination



9.1 You may at any time terminate your registration with us by requesting the removal of your profile from the Site by writing to us at the address given above or by emailing us at hello@vrnish.com. We will implement such a request as soon as reasonably practicable.

9.2 We may suspend or terminate your registration at any time :

9.2.1 immediately without notice if in our reasonable opinion you have committed a serious breach of the applicable law, this Agreement or any User Content published or sent by you or your continued membership is or might be damaging to our business or to other Users; or

9.2.2 We will notify you by email of any suspension or termination of your registration (or of confirmation thereof). Following such notification, you must not attempt to re-register as a Member or to use our Services unless we notify you that any suspension has been lifted.

10. Third party websites

10.1 We or third parties may provide links on our Site to third party websites. You use them at your own risk. We do not review such sites. We do not recommend or endorse such sites nor are we responsible for the content of those sites or any goods or services offered thereon. If in the course of performing a search on our site you encounter any third party website the use of which would violate any applicable law, you must immediately cease use of such website.

11. Limitation of liability

11.1 This section 11 (and any other clause excluding or restricting our liability) applies to our directors, officers, employees, subcontractors and agents as well as to us. Nothing in this Agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.

11.2 You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself. If you do not, we shall have no liability to you for that matter.

11.3 We will not be liable to you for any loss or damage you suffer to the extent you cause or contribute to such loss or damage by your own acts or omissions, for example by not complying with these Terms.

11.4 We are not liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond our reasonable control, including acts or omissions of providers of telecommunications services or faults in or failures of their networks and equipment.

12. Indemnity

You agree to indemnify us (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities (including reasonable legal fees incurred by us) related to your breach of this Agreement and/or to your use of the Site and Services, including any claim or liability arising from the publication or other communication by you of any



content or information that infringes the intellectual property rights of, or denigrates, libels or invades the privacy of, any third party.

13. General

- 13.1 Headings in this Agreement are for information only and do not affect the meaning of the Terms or the Agreement.
- 13.2 This Agreement (which includes the [Privacy Policy](#)) constitutes the entire Agreement between you and us in connection with the Services.
- 13.3 These Terms are personal to you and you may not transfer or assign your rights or duties under this Agreement to anyone else without our prior written consent. We may assign all or part of our rights or duties under this Agreement at any time.
- 13.4 Any failure by us to exercise or enforce any right or provision of this Agreement does not constitute a waiver of it.
- 13.5 If any part of this Agreement is deemed void or ineffective for any reason, the remainder shall continue in full force.
- 13.6 A person who is not a party to this Agreement shall have no rights unless expressly stated otherwise in this Agreement.

14. Dispute Resolution

We will try to resolve any disagreements with you quickly and efficiently, but if you (or we) feel it is necessary to take court proceedings, this Agreement is governed by French law and any disputes must be decided only by the French courts.

17. Definitions Used in the Terms and the Privacy Policy

“Agreement” means the agreement for the provision of the Services between you and The Site that will be formed when you accept these Terms, and which will include these Terms, the Privacy Policy and any other agreed terms and conditions;

“FAQs” means the [frequently asked questions section](#) on the Site;

“Member” means a registered user of the Services with access to the elements of the Site;

“Privacy Policy” means the [privacy policy](#) governing the use of any personal information you disclose to us when you register as a Member and use the Services;

“Site” means the website at [VRNISH.COM](#) or such other website as we may use to provide the Services from time to time;

“Services” means the services made available by the Site to users of the Site (primarily being an online referencing of VR locations and a way to get in touch with such location for Users, of hardware and accessories and of contents);

“Owner Member” means a registered user of the Services who also owns a Virtual Reality location, hardware and accessories or content.

“Profile page” means page dedicated to VR locations, hardware and accessories and content



worldwide in order to learn the useful information about these locations, hardware and accessories and content through an individual information sheet.

“Terms” means these terms and conditions of use;

“User” means any person who uses the Site and the Services provided thereon: it includes the Members and the Owner Members;

“User Content” means any and all information published by Users on the Site, or sent by Users to other Users using the means provided by the Site as part of the Services (including profiles, messages and photographs).