

# InBattle

## TERMS & CONDITIONS

June 20<sup>th</sup>, 2022

InBattle is a brand of Lucid Dreams US LLC (“InBattle”). Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”), including, without limitation, any request to receive information about, or to purchase any of the products made available through our website(s) (each, a “Product”). Your purchase of any Products will also be governed by any other terms made available by us to you during the sales process. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

- Email: [legal@inbattle.com](mailto:legal@inbattle.com)
- Address: 2818 NW 5th Ave, Miami, FL 33127

### I FIRST IS FIRST: PRACTICAL ISSUES

- Cancellations.** You have up 48 hours before a booking date to cancel or re-schedule your booking. We do not accept last minute cancellations. If you have any issues with your booking leading up to your session, you can contact us at [info@inbattle.com](mailto:info@inbattle.com). Bookings in the 48 hours before a booking date can only be cancelled at the discretion of InBattle. Cancelled tickets will be credited to the same purchaser's card that was used to make the payment. A refund fee may apply.
- Refunds & returns.** We do not issue refunds for cancellations of bookings less than 48 hour before the booking date or gift vouchers. In case of having any problem with refunds or cancellations you can contact us at [info@inbattle.com](mailto:info@inbattle.com).
- Late Arrivals. LATE ARRIVAL.** Sessions are booked back-to-back so you must arrive on time. All participants must arrive 15 minutes early to assure everyone is present and ready prior to game play.
  - Split Team – When you haven’t booked the whole session If you are part of a split team, we will start the safety briefing on time for all those in attendance. Due to strict time constraints, if the game operator (InBattle staff) has started the suit-up process by the time you arrive for your session, we cannot allow you to join.
  - Whole Team – When all players in the session are your friends. If one of the members of your group is late, you have two options:
    - You can start the game without them but if they do not arrive before you start the game, they cannot join
    - You can wait for them to arrive but your in-game play will be cut short
    - If you arrive late you will not receive a credit or refund
- Safety.** In order to ensure a safe experience, please note:

- Players must be 13 years and over to play. And players under 18 years old must be accompanied by a parent or guardian.
- a. Players under the influence of alcohol or drugs will not be allowed to play. You will not receive a refund or credit
- b. You will need to be able to walk around, unassisted for an hour with full use of both hands. People with vision in one eye are able to play
- c. For safety reasons anyone with the following impairment/medical conditions are not able to play:
  - Deaf or severe hearing loss.
  - Broken leg or arm.
  - Wheelchair users.
- d. Our experiences are not recommended for anyone with the following impairment/medical conditions:
  - Heart condition.
  - Heavily pregnant.
  - Epilepsy and similar seizure disorders.

Like other products that produce visual effects (including light flashes), the product may trigger epileptic seizures, seizures, fainting, or severe dizziness even in people who have no history of these conditions.

If you have a previous history of epilepsy or seizures, loss of awareness, or other symptoms linked to an epileptic condition, consult your doctor before using the product. To reduce the likelihood of a seizure do not use the product if you are tired or need sleep. Please consult with a doctor before booking your experience. Upon production of a clearance certificate from your doctor, we will be able to let you play.
- e. Warning, waiver, assumption of risk and release of liability with respect to virtual reality activity:  
When accepting this document, you are accepting the Waiver that is shown at the end of the document. You will also be requested to sign this waiver physically at InBattle Arena before the experience. If you are not willing to sign this waiver, you will not be allowed inside the VR experience.

## GENERAL TERMS & CONDITIONS

These Terms of Use (the “Terms”) are a binding contract between you and **InBattle LLC**, (“Inbattle,” “we” and “us”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy.

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under thirteen (13). We do not knowingly collect or solicit personally identifiable information from children under thirteen (13), or children under the age of sixteen (16) in the European Economic Area, without obtaining verifiable consent from that child’s parent or guardian (“Parental Consent”), except for the limited amount of personally identifiable information we need to collect in order to obtain Parental Consent (“Required Information”). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent. If you are a child under thirteen (13),

please do not attempt to register for or otherwise use the Services or send any personal information about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process. If we learn we have collected personal information from a child under thirteen (13), we will delete that information as quickly as possible. If you believe that a child under thirteen (13) may have provided us with personal information (beyond the Required Information) without our obtaining Parental Consent, please contact us at [legal@inbattle.com](mailto:legal@inbattle.com).

#### THE RELATION BETWEEN YOU AND INBATTLE LLC

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services and Products you obtain for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services or Products is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services or Products in a way that breaks the law.

As part of the Services, you may receive communications through the Services, including messages that InBattle sends you (for example, via email or SMS).

#### RESTRICTIONS (OTHER THAN ABOVE MENTIONED)

You represent, warrant, and agree that you will not provide or contribute anything, including any Content or User Submission (as those terms are defined below), to the Services, or otherwise use or interact with the Services, in a manner that:

- a. infringes or violates the intellectual property rights or any other rights of anyone else (including InBattle);
- b. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by InBattle;
- c. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. attempts, in any manner, to obtain the password, account, or other security information from any other user;
- e. violates the security of any computer network, or cracks any passwords or security encryption codes;
- f. runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- g. "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- h. copies or stores any significant portion of the Content; or

- i. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Products or Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

## YOUR AND/OR 3<sup>RD</sup> PARTIES CONTENT

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (as defined below) and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including InBattle) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that InBattle owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

## YOUR OR 3<sup>RD</sup> PARTIES CONTRIBUTIONS TO THE SERVICES

### USER SUBMISSIONS

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission”. Some User Submissions may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law.

### LICENSES

In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant InBattle a license to translate, modify (for technical purposes, for example, making sure your content is viewable on a mobile device as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal InBattle account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant InBattle the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant InBattle the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant InBattle LLC the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all InBattle users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with InBattle LLC’s business. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide .

Certain features of the Services allow you to share information with others, including through your social networks or other services where you have an account (“Third Party Accounts”). When Content is authorized for sharing, we will clearly identify the Content you are authorized to redistribute and the ways you may redistribute it, usually by providing a “share” button on or near the Content or explicit written consent through an InBattle email. If you share information from the Services with others through your Third Party Accounts, such as your social networks, you authorize InBattle LLC to share that information with the applicable Third Party Account provider. Please review the policies of any Third Party Account providers you share information with or through for additional information about how they may use your

information. If you redistribute Content, you must be able to edit or delete any Content you redistribute, and you must edit or delete it promptly upon our request.

Finally, you understand and agree that InBattle LLC, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

#### LIABILITY ON 3<sup>RD</sup> PARTIES CONTENT

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by InBattle. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that InBattle is not responsible for such risks.

InBattle has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, InBattle will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that InBattle LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that InBattle is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release InBattle, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected

or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## CHANGE IN SERVICES AND THESE RULES

We're always trying to improve our Products and Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

## PRICING & BILLING

Products are offered at the prices set forth on our Paid Products page <https://www.inbattle.com> and you may choose to purchase Products through Inbattle website. InBattle may limit or cancel quantities of Products purchased, and it reserves the right to refuse any order. In the event InBattle needs to make a change to an order, it will attempt to notify you by contacting the email address, billing address, and/or phone number provided at the time the order was made. The prices displayed are quoted in U.S. currency and are valid only in the United States. Prices are subject to change at any time. Sales tax will be determined by the shipping address of the order and will automatically be added to the order. InBattle LLC is required by law to apply sales tax to orders to certain states. Purchased Products will be shipped to the shipping address of the order. Any payment terms presented to you in the process of purchasing Products are deemed part of these Terms.

Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

- a. **Billing.** We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe, Inc, as our Payment Processor, depending on the purchaser's location. You can access Stripe's Terms of Service at <https://stripe.com/us/checkout/legal> and their Privacy Policy at <https://stripe.com/us/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to purchase Products, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any such Products in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors

or mistakes that the Payment Processor makes even if it has already requested or received payment.

- b. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.
- c. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE.
- d. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges, including during or at the end of each billing cycle.
- e. Free Trials and Other Promotions. Any free trial or other promotion that provides access to free Products.

## TO END WITH OUR SERVICES

You're free to do that at any time; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

InBattle is also free to terminate (or suspend access to) your use of the Services for any reason in our discretion, including your breach of these Terms. InBattle has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

## OTHER ISSUES

Warranty Disclaimer. InBattle and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (InBattle and all such parties together, the "InBattle Parties") make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services or any Products, and the InBattle Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The InBattle Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in

connection with the Services including, without limitation, any Products. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS-IS” and without any warranty of any kind from the InBattle Parties or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY INBATTLE (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE INBATTLE PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO INBATTLE LLC IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold the InBattle Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any claims relating to (a) your use of the Services and any Products, and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without InBattle LLC’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with InBattle LLC and limits the manner in which you can seek relief from InBattleR. Both you and InBattle LLC acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, InBattle LLC’s officers, directors, employees and independent contractors (“Personnel”) are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) *Arbitration Rules; Applicability of Arbitration Agreement.* The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Miami Dade County, Florida. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. InBattle will pay all arbitration fees for claims less than ten thousand (\$10,000) dollars, or a higher dollar value if required by the applicable law. InBattle will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or InBattle may assert claims, if they qualify, in small claims court in Miami Dade County, Florida or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) *Waiver of Jury Trial.* YOU AND InBattle WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and InBattle are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and InBattle over whether to vacate or enforce an arbitration award, YOU AND INBATTLE LLC WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor InBattle LLC is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following email address: [legal@inbattle.com](mailto:legal@inbattle.com) submitted within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms’ arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or InBattle to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either

party, and both you and InBattle agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Miami Dade County, Florida, or the federal district in which that county falls.

(h) *Severability*. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with InBattle LLC.

*Miscellaneous*. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the InBattle LLC may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and InBattle LLC agree that these Terms are the complete and exclusive statement of the mutual understanding between you and InBattle LLC, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of InBattle LLC, and you do not have any authority of any kind to bind InBattle LLC in any respect whatsoever.

Except as expressly set forth in the section above regarding the arbitration agreement, you and InBattle agree there are no third-party beneficiaries intended under these Terms.

**WARNING, WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY WITH RESPECT TO VIRTUAL REALITY ACTIVITY**

By accepting this Terms and Conditions document you, the costumer, declare the following:

You promise that you will follow the rules and procedures governing this activity, but you also understand that this activity is not risk-free, even if you follow all rules and procedures.

In consideration for InBattle allowing you to participate in the virtual reality and other activities made available to you, you, the constumer, for yourself, your heirs, executors, administrators and assigns, waive and release any and all claims for damages which you may have or which may accrue to you as a result of your participation.

You, the costumer, discharge and release Lucid Dreams US LLC, any successor entity, all of and their employees, directors, affiliates, investors, or other related parties, all other sponsoring organizations and

facilities, and each of any of the foregoing's respective agents, boards, commissions and any other involved municipalities, and employees and representatives of the foregoing, from any and all liability arising out of or connected in any way with your participation in this activity, whether or not caused by the negligence of any of the above parties, to the maximum extent permitted by law.

You acknowledge that this activity may involve risks to your health and your property due to the nature of the activity. You voluntarily assume all risks of loss, damage or injury that may be sustained while participating in this activity and to release and hold harmless all of the persons mentioned above who might otherwise be liable to you for damages.

You have read and understand everything written above and you voluntarily accept this agreement.

On behalf of yourself and your child/ward (if applicable), you acknowledge that you have read, and that you fully understand, this Warning, Waiver, Assumption of Risk and Release of Liability and that you agree to it.

This Warning, Waiver, Assumption of Risk and Release of Liability may not be changed orally.