

LEGACY OF TOMORROW - TERMS & CONDITIONS

These Terms and Conditions (the "Terms") set forth the terms and conditions on the access and use of the LEGACY OF TOMORROW ("Metaverse") provided by Artificial Rome (the "Company", "company" or "we"). You ("User" or "you") must agree to these Terms by reading the entire Terms before using this platform.

PURPOSE

The purpose of the Terms is to set forth the terms and conditions for the use of the Metaverse and the rights and obligations between the Company and the User.

APPLICATION AND AGREEMENT TO THE TERMS

1. All Users shall agree to use the Metaverse only for purposes that are legal and proper, and in accordance with these Terms.
2. Users who are minors may only use the Metaverse by obtaining prior consent from their parents or legal guardians. Furthermore, if Users will be using the Metaverse on behalf of, or for the purposes of, a business enterprise, then such business enterprise must also agree to these Terms prior to using the Metaverse.
3. If there are separate terms applicable to the Metaverse, Users shall also comply with such terms as well as these Terms in using the Metaverse.

ACCESS

Your registration entitles you to access our Metaverse event on our Soil platform at the time you have booked.

You may enter the Metaverse at any time during your allotted time slot.

The Metaverse has a limited run-time of around 15 minutes, after which it will automatically end with a cinematic closing.

You can also visit www.mvfw.soil.voyage to enter the Metaverse without pre-booking.

If there is space in the Metaverse you will be admitted. If not, you may have to queue for entry.

All registrations and visitors acknowledge and agree that we, in our sole discretion, reserves the right to change any and all aspects of the Metaverse, including but not limited to, the Metaverse name, theme, look, brands involved and interface.

We may also exclude any prospective participant from registering for or participating in the event. This is the company's sole discretion.

Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your email(s) are caught by spam filters.

THE EVENT

The Metaverse will run from March 29-30 (1100-2000 CET) on www.mvfw.soil.voyage.

All registrations and visitors acknowledge and agree that the company reserves the right to remove you from the event if the company, in its sole discretion, determines that your participation or behaviour creates a disruption or hinders the event or the enjoyment of the event for other attendees.

AR has the right to move, change or cancel bookings without prior notice.

YOUR DATA

We treat your data in accordance with the same high standards that you expect from our products and services. Our aim is to create and maintain the basis for a trusting business relationship with our customers and prospective customers. The confidentiality and integrity of your personal data is of particular concern to us.

We ask for your name and email address to register for the event so we (Artificial Rome & Liganova) can keep you updated about our event, confirm your booking and send you a link to access the Metaverse. We will also use it to send out post-event content and information.

We will store your data for as long as the relevant purpose requires.

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at mvfwdata@artificialrome.com

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive or by sending a message to us at mvfwdata@artificialrome.com

We will not sell your data or share it with third parties.

The Personal Data that you provide to us is generally stored on servers located in the United States.

Although we use security measures to help protect your Personal Data against loss, misuse or unauthorised disclosure, we cannot guarantee the security of information transmitted to us over the internet. All information you provide to us is stored on secure servers.

By posting and sharing content while using the chat function during the Metaverse event, you assume full responsibility for any risks that may arise. While we have implemented reasonable security measures to safeguard your personal information, we cannot guarantee the actions of other users who may access the content you posted as part of the Event. Furthermore, we are not accountable for any attempts to bypass privacy settings or security measures that you or we have established.

OWNERSHIP OF THE METAVERSE PLATFORM

1. All legal rights, titles and interests into the Metaverse (including without limitation the metaverse space and avatars) and all materials and content contained therein, including any and all graphics, images, text, files, designs, systems, methods, information, computer code, software, scripts and all intellectual property rights (whether registered or unregistered in any jurisdiction) related to any of the foregoing (collectively, the "Metaverse Content") are the sole property of the Company. All rights into the Metaverse and Metaverse Content not expressly granted to you under these Terms are expressly reserved.

2. The Company may record and use screenshots, videos or other images of this Metaverse, which may include the avatars of Users, for any purpose it deems necessary.

3. Users may take screenshots of the Metaverse in the manner prescribed by the Company, These screenshots are only allowed for the personal use of the User. The Company strictly prohibits the User to use such screenshots in ways that violate public order or morality, violate or are likely to violate laws or regulations, or damage or is likely to damage the fame and reputation of the Company, or in ways that may mislead the public about the Company's brand and/or Intellectual Property Rights.

4. Notwithstanding the preceding paragraphs, Users are not allowed to record videos of the Metaverse (nor its virtual image), without the prior written consent of the Company. Users acknowledge that a breach of this paragraph is a violation of this Term and an infringement of the Company's rights, and understand it may be subject to a claim for damages or other legal actions by the Company.

USER COMMUNICATION AND CONTENT

1. The Metaverse may include functions that allow Users to submit, display, transmit or otherwise make available certain content ("User Content"), including voice messages, which allow Users to communicate with other Users ("User Communication Function"). By submitting, displaying, transmitting or otherwise making available User Content, you agree to grant the Company an exclusive, transferable, royalty-free right to use (including the right to sublicense to third parties) of all User Content indefinitely, in Germany and throughout the world, for our lawful business, including operating the Metaverse, improving the Metaverse, marketing or advertising the Metaverse and other products and services of the Company. The User agrees not to exercise his/her/their moral rights against the Company or any third parties to whom the Company has sublicensed such rights.

2. You represent and warrant the accuracy, suitability, completeness, veracity, legality and quality of all User Content posted or contributed by you. In addition, you shall ensure that the User Content does not contain confidential information of third parties and does not infringe on the rights and interests of third parties. Users shall be fully responsible for all User Content, and in the case that any damage is caused to the Company deriving from such User Content, You agree to be liable for such damage and shall compensate all damage caused to the Company.

3. Users acknowledge and understand that there is a possibility that information under the User Communication Function may be disclosed to those who are not subject to disclosure due to operational or other unavoidable circumstances.

4. Users agree to use the User Communication Function in compliance with these Terms. Users may not submit, display, transmit or otherwise make available certain content that is described in “Restricted Matters”, including without limitation, excessively violent or explicitly sexual expressions, expressions that amount to child pornography or child abuse, expressions that lead to discrimination by race, national origin, creed, gender, social status, family origin expressions that induce or encourage suicide, self-injurious behaviour or drug abuse, expressions that lead to the misrepresentation of the Company and/or a third party, expressions that intentionally spreading false information, nor conduct acts of sending the same or similar messages continuously, or other acts that the Company deems as spamming.

5. You acknowledge and understand that the Company will not be monitoring the User Communication Function and you will use User Communication Functions at your own risk. The User Communication Function will allow you to block or unblock other Users, at any time of your choice, and in the case where Users find any communications with other Users to be offensive or uncomfortable, you should cease communications with these Users by blocking such Users. Blocked Users will not be able to communicate with you until you unblock the blocked User. Notwithstanding the foregoing, you hereby expressly waive and release the Company, its affiliates, officers, employees, directors, shareholders, parents, subsidiaries, agents, suppliers, and licensors from all liability arising from the use of the User Communication Function, and/or any conflicts and disputes between other Users.

RESTRICTED MATTERS

1. Users may not, and may not allow any third party to, engage in any of the following acts in connection with your use of the Metaverse:

(1) Acts that violate the laws and regulations, court verdicts, resolutions or orders, or legally binding administrative measures;

(2) Acts that may be in violation of public order, morals or customs;

(3) Acts that infringe intellectual property rights (including without limitation, copyrights, trademarks and patent rights, rights to fame, privacy and all other rights granted by law or by contract) of the Company and/or a third party;

(4) Acts of posting or transmitting: excessively violent or explicitly sexual expressions; expressions that amount to child pornography or child abuse; expressions that lead to discrimination by race, national origin, creed, gender, social status, family origin, etc.; expressions that induce or encourage suicide, self-injurious behavior or drug abuse; or expressions that include anti-social content and lead to the discomfort of others;

(5) Acts that lead to the misrepresentation of the Company and/or a third party or that intentionally spreading false information;

(6) Acts of sending the same or similar messages continuously or to a large, indefinite number of Users, or other acts that the Company deems as spamming;

(7) Acts of using the Metaverse for sales, marketing, advertising, solicitation or other commercial purposes (except for those approved by the Company); using the Metaverse for the purpose of sexual conduct or obscene acts; using the Metaverse for the purpose of

meeting or engaging in sexual encounters with an unknown third party; using the Metaverse for the purpose of harassment or libellous attacks against other Users; or otherwise using the Metaverse for purposes other than as intended by the Metaverse;

(8) Acts that benefit or involve collaboration with Antisocial Forces;

(9) Acts that are related to religious activities or invitations to certain religious groups;

(10) Acts of unauthorised or improper collection, disclosure or provision of any other person's personal information, registered information, user history, or the like;

(11) Acts of interfering with the servers and/or network systems of the Metaverse; fraudulently manipulating the Metaverse by means of bots or other technical measures; deliberately using defects of the Metaverse, making unreasonable inquires and/or under claims such as repeatedly asking the same questions beyond what is necessary, and other acts of interfering with or hindering the Company's operation of the Metaverse or other Users' use of the Metaverse;

(12) Acts of decoding the software of the Metaverse, such as by way of reverse engineering, disassembling or the like, for unreasonable purposes or in an unfair manner;

(13) Acts of altering the Metaverse, or falsifying available information in relation with the Metaverse;

(14) Acts that aid or encourage any acts stated in clauses (1) to (13); and

(15) Acts other than those set forth in clauses (1) to (14) that the Company reasonably deems to be inappropriate.

2. In the case where the User violates these Terms (Including without limitation, cases where any of the items in the preceding paragraph has been violated), the Company may, at its discretion, take action as it deems appropriate. The Company expressly reserves the right to take any and all appropriate legal action against anyone who, in its sole discretion, violates, or is suspected of violating, the Terms. You acknowledge, consent and agree that the Company may access, preserve and disclose any information relating to you or your use of the Metaverse, if required to do so by law or if the Company considers that such access, preservation or disclosure is reasonably necessary.

THIRD PARTY WEBSITES

Our website and event may contain links to third-party websites or services. These third-party sites have separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

CHANGES & ACCESS PERIOD

The Company reserves the right to change all or part of the Metaverse, or to discontinue the provision of this Metaverse, without prior notice to Users. The Company shall not be liable for any damage caused to Users as a result of such changes or discontinuation.

The Metaverse will be accessible to you only for the period specified by the Company. The Metaverse may be re-opened and accessible for the public or to restricted users with the same content or after changes to materials and content, which shall be determined by the Company at its own discretion.

Notwithstanding the preceding paragraph, the Company may suspend or discontinue the Metaverse without prior notice to the User if we determine that any of the following reasons are present:

- (1) When performing maintenance, inspection or updating of computer systems for the implementation of the Metaverse;
- (2) If the Metaverse becomes difficult due to force majeure such as earthquake, lightning, fire, power failure or natural disaster;
- (3) When a computer or communication line is shut down due to an accident;
- (4) In the event that the Company determines that it is otherwise difficult to implement this Metaverse.

The Company shall not be liable for any disadvantages or damages incurred by the Users due to the suspension or discontinuation of this Metaverse in accordance with the preceding paragraph.

INTELLECTUAL PROPERTY

All intellectual property rights in and to the Metaverse, its content, and all materials distributed at or in connection with the event are owned by the company and/or the relevant brand or fashion designer.

You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the event, or in any materials distributed at or in connection with the event for any reason without the prior written permission of the company.

For the avoidance of doubt, nothing in this document shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under licence by the company or any of the brands or designers involved in the show. Nor does registering for or attending the show grant you any right or licence to any other intellectual property rights of the company, all of which shall at all times remain the exclusive property of the company and the relevant brands or designers.

LEGAL DISPUTES

Any legal disputes will be settled in accordance with German law and the courts of Berlin.