



TERMS OF SALE AND TERMS OF USE

Last Updated: Sept 13th 24

Welcome to EVA USA Inc. (“EVA”), providing you with seamlessly integrated digital and physical offerings for the EVA family brands and beyond. These Terms of Use (“Terms”) apply to your access to and use of the Products and Service and/or visit to any of the Sites (as defined below) and form a legally binding contract between you and EVA USA Inc. (on behalf of itself and its affiliates operating under the EVA brand, “we,” “our,” and/or “us”) related to any other interactions with us. Please note these Terms prevail over any other documents including any Subscription Order and/or Invoice and/or terms.

We offer virtual gaming experiences at EVA locations (the “Site”) whereby you may reserve gaming sessions (“Sessions”) using virtual, mixed, and augmented reality hardware and software products (the “Products”) and operate a platform where users can download, interact with, and submit content and obtain services related to or in connection with such Products and/or Sites. We may also provide the opportunity for you to purchase certain goods and products. Our “Service” currently includes the EVA branded platform designed for you to download, access, and use on your mobile, tablet, smart watch or other personal device which allows EVA customers, residing in the United States and of legal age, to reserve EVA network virtual reality video game sessions at one of EVA’s locations (“Sessions”), purchase Service Memberships, as defined hereunder, purchase gift cards for Sessions for a certain time slot (collectively, the “Platform”). These Terms apply to all and any other EVA websites, platforms, digital properties on which these Terms are referenced or made available.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, INCLUDING YOUR AGREEMENT TO MANDATORY ARBITRATION, WAIVER OF CLASS RELIEF AND WAIVER OF A RIGHT TO A JURY TRIAL AND YOUR ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY.

IF YOU ARE AN EVA MEMBER, PLEASE REVIEW THE ADDITIONAL TERMS: EVA MEMBERS SET FORTH BELOW, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS.

BY ACCESSING AND USING THE SERVICE, WHETHER BY VISITING ANY OF OUR SITE, DOWNLOADING THE PLATFORM, MAKING PURCHASES OR OTHERWISE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND ARE AGREEING THAT THEY FORM A BINDING CONTRACT BETWEEN YOU AND EVA. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICE.

1 | ACCESSING AND USING THE SERVICE

1.1 Eligibility. The Service and access to a Site is intended for use by adults, and you must be at least 18 years old (or the age of majority, if different in the jurisdiction where you live) to purchase any Product or Services Membership. If you are over 13 years old, you may access and use the Service solely with the consent of your parent or guardian and then only under their direct supervision. To be eligible to use the Service you must also be able to make the health representations set forth in





Section 10.3 below. Any registration for, or use of, Products and/or access to any Site by anyone under the age of 13 pursuant to the terms herein is unauthorized, unlicensed and in violation of these Terms. You certify that you are of the legal age of majority in the jurisdiction in which you reside or, if you are between the ages of 13 and the legal age of majority, that you are using the Products with the supervision of your parent or legal guardian who agrees to be bound by the Terms, and that you have reviewed the Terms with your parent or guardian so that you both understand all of your rights and obligations.

1.2 Access. We make no representations or warranties that the Service, Products or Content is appropriate, available or permitted outside the United States. If you choose to access and use the Service from outside the United States, you do so at your own risk and are responsible for ensuring your use is permitted by and in accordance with local laws. You are permitted to access and use the Service and Content only in geographic locations where we expressly offer our Service and/or have a Site and have licensed the Content therein. You are solely responsible for any charges incurred in obtaining access to the Service, including charges from your Internet service provider and/or wireless/telecommunication carrier.

1.3 Products. The Products include a variety of physical goods, platform services, software, websites, application, games, virtual items, and personalized experiences and content that allow you to access and immerse yourself in virtual reality worlds and obtain services related to our Products. In addition to those materials that you may license from us, you may license applications, content, virtual items, and services from third parties hereunder.

1.4 Service Membership. All subscriptions to the Service (a "Service Membership") are subject to the Additional Terms. Please review these Additional Terms as they contain important information about your Service Membership, including details around payment, automatic renewal, and cancellation.

1.5 Your Account. You must create and log-in to an account on the Platform for the Service and/or create an account via various social media platforms (an "Account") in order to access and use many of the Service's features, functionalities and Content. If you proceed via third parties, we will send you an email with a hyperlink to confirm your Account. Accounts are strictly individual and personnel. In some instances, the right to create an Account, and/or to access and use certain aspects of the Service, may be limited to individuals who have an EVA Membership (as defined in Section 1 of the Additional Terms). You must provide accurate and complete information when creating an Account and ensure your information is kept current. You may have an option to add a profile picture or alias to your Account, and your picture/alias must comply with our Acceptable Use Policy in Section 3.3 below and may be removed by EVA in its sole discretion. You are solely responsible for maintaining the confidentiality of your Account credentials and you hereby agree to be fully responsible and liable for all usage, activities and purchases that occur under your Account, whether authorized by you or not. If you know or suspect your Account or password may have been compromised, you must contact us immediately and change your password. You may not allow your Account to be used by any other person. EVA reserves the right to, in its sole discretion and for any reason, deny the creation of, suspend access to, or terminate any Account, and take steps to block users, including those that have been terminated, from accessing or re-accessing the Service.

1.6 Communications. By registering for an Account or otherwise using the Service, you are expressly consenting to receive communications (including payment authorizations, changes in password or





payment method, receipts, notices, and other messages) from EVA electronically, including by email, text message and by communications posted on the Service or within your Account. You agree that any notices, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Please review our Privacy Policy for more information about how we may communicate with you.

1.7 Limited Right to Use the Service. The Service is licensed, not sold, to you. Subject to your compliance with these Terms and only for so long as you are permitted by us to access and use the Service, EVA grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service, but only for your personal and non-commercial use and only on personal devices, applications, and equipment that you own or have a right to use and that we have made the Service available through. Except as otherwise expressly authorized in these Terms, you agree not to:

Use the Service for any commercial purpose or for the benefit of any other person or entity, including by offering public performances or screenings of Content or by selling, reselling, renting, leasing, hosting or otherwise commercially exploiting the Service or any Content or other portion therein.

Copy, reproduce, duplicate, archive, store (other than standard browser caching), download (other than to a personal device through an authorized Platform marketplace), publish, license, distribute, publicly perform, publicly display, frame, stream, modify, translate or make derivative works of the Service or any Content or portion thereof, by any means.

Reverse engineer, decompile, disassemble, or otherwise attempt to access the source code for the Service or any portion thereof, or access, use or exploit the Service or any portion thereof in order to build or develop a competitive or similar product or service.

Remove, alter, circumvent, deactivate, thwart or otherwise interfere with any content protection mechanisms or access control mechanisms (including territorial restrictions) in or otherwise used to protect the Service.

Attempt to gain unauthorized access to the Service or any Account or portion thereof or any related networks, systems, servers or equipment.

Use any name, trademark, logo or other materials, or any meta tags or metadata utilizing any of the foregoing, of EVA or its licensors without our express written permission; or modify, alter, remove or obscure any copyright, trademark or other proprietary notice on or within the Service or any Content or Product.

Use any bots, robots, spiders, crawlers, or similar data mining, gathering or extraction tools or code, whether automated, programmed or manual, to access, use, copy from, or otherwise interact with the Service or to probe, scan or test the vulnerability of the Service and any related networks, systems, servers, and equipment.

Interfere with or manipulate the Service, including by uploading or otherwise disseminating any virus, malware, ransomware, spyware, worms, or other software or code malicious or disruptive code; or by taking any action that imposes or is designed to impose an





unreasonable burden or load on the Service or any related systems, networks, servers, or equipment.

Export the Service or any Content or Product in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

Use the Service or any Product in violation of any applicable third-party terms and conditions, any applicable laws or regulations or for any otherwise illegal or unlawful purposes.

Any violation of these Terms or other unauthorized use of the Services by you, or otherwise under your Account or on your computer, device, or equipment, will immediately terminate the limited rights granted to you under these Terms, and such termination will be without prejudice to any other right or remedy EVA or any other person may have under applicable law or in equity. EVA reserves the right to, in its sole discretion, exercise all rights and remedies and take any and all steps available to EVA, under law or in equity, including reporting you to and consulting and cooperating with law enforcement or governmental officials and seeking other legal or equitable remedies.

2 | OWNERSHIP

As between you and EVA, EVA owns all right, title and interest, including all copyright, trademark, patent and other intellectual property and proprietary rights, in and to the Service, including the Platform and in any games found in any Site, and all content that is displayed on, made available through or otherwise included in the Service, including all visual, audiovisual and audio materials, sound recordings, musical compositions, visual and graphical interfaces, images, graphics, designs, compilations, interactive features, text, works of authorship, trademarks, service marks, trade names, logos, icons, data, information, code, software, products and software, regardless of whether registered or unregistered, and any combinations and compilations thereof, but excluding any User Content (collectively, the "Content"), and all other elements thereof, including the selection, coordination, arrangement and enhancement of Content and the design, layout and "look and feel" of each aspect of the Service and/or Site. No act of downloading, installing, or otherwise using, the Service or any Content or portion thereof will transfer any title, interest or right in or to the foregoing to you. Purchase of and/or transfer of title to any Product you purchase does not include or transfer any right, title or interest to any Service or Content included or embedded in, or otherwise used in connection with such Product.

The Service and Content are protected by applicable copyright, trademark and other applicable intellectual property rights and laws and constitute valuable intellectual property of EVA and its licensors. EVA and its licensors hereby expressly reserve all rights not expressly granted herein, EVA's licensors who own any of the Content are intended beneficiaries of these Terms and shall have the right to enforce these Terms directly against you. Without limiting the foregoing, the EVA logo is a trademark and service mark exclusively owned by EVA SAS in the United States and throughout the world, and you may not use any of the foregoing without our prior written approval.





3 | USER CONTENT AND INTERACTIONS

3.1 User Content. Certain features of the Service may permit you and other users to upload, post, share and/or publish content, images, videos, audio, statements, comments, messages, reviews, and other materials (collectively, “User Content”) and/or to comment on or otherwise interact with other Service users and their User Content. User Content you upload, post, or share is not confidential and may be made available to, and may be read, collected, recorded, copied, and used by, other users of the Service. We have no obligation to remove or return your User Content or to provide you with the ability to remove it from the Service once it is uploaded, posted and/or shared. You are solely responsible and liable for any and all User Content uploaded, posted, and/or shared through your Account, including all interactions with other users through your Account and any disputes that may arise in connection therewith. We do not endorse any User Content that you or others provide, and User Content may not reflect the views of EVA. You acknowledge and agree that you may find User Content of and your interactions with other users to be objectionable, offensive or otherwise inappropriate; however, SUBJECT TO SECTION 12.4, YOU HAVE NO RIGHT AGAINST THE EVA PARTIES (AS DEFINED IN SECTION 9), AND THE EVA PARTIES HEREBY DISCLAIM ANY LIABILITY AND WARRANTIES, RELATED TO ANY USER CONTENT UPLOADED, POSTED, SHARED OR PUBLISHED TO THE SERVICE, WHETHER THROUGH YOUR ACCOUNT OR BY ANOTHER USER.

3.2 Ownership. You continue to own any User Content that you upload, post, and/or share to or through the Service; however, by uploading, posting, and/or sharing User Content, you grant to EVA and its affiliates, licensees, employees, contractors, providers, agents, successors and assigns a non-exclusive, perpetual, irrevocable, royalty-free and worldwide license to use, host, store, transfer, reproduce, modify, disclose, publish, publicly display, publicly perform, distribute, modify, sublicense, and create derivative works of your User Content (together with your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information, within your User Content), in whole or in part, for any purpose in connection with the Service, in any media or channel, without restriction, liability, notice or compensation to you. EVA may, but is not obligated to, provide attribution to you, subject to any privacy settings in your Account, when using your User Content. You hereby waive any “moral rights,” rights of publicity or rights or privacy you may have in connection with your User Content and agree not to enforce any of the foregoing rights against EVA.

3.3 Acceptable Use. As a condition of your right to access and use the Service, you hereby represent and warrant to EVA that you and your User Content and your interactions with other users:

Will be suitable for presentation in a public forum and will not contain, any personally identifiable information for you or any person.

Will not bully, threaten, abuse, harass, degrade or mock any other user and will not include, depict or promote any threats to any person, place, business or group or any damage to or theft of property.

Will not include, depict, or promote any content that could reasonably be considered as libelous, slanderous, defamatory, profane, obscene, pornographic, sexually explicit, lewd, or otherwise inappropriate or that contains or uses any symbols, words or slurs that are widely





considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation, or socioeconomic group.

Will not include, depict, or promote any violence, abuse, cruelty to animals, use of illegal drugs, excessive or inappropriate use of alcohol or legal drugs, or any other activity or behavior that is criminal, illegal, unreasonably dangerous, or reckless.

Will not include, depict, or promote any advertising or commercial activity, offer products or services for sale, contain a sweepstake or contest, or otherwise consist of unsolicited advertising, spam or junk or bulk messages. You may not use the Service to solicit or collect personally identifiable information from or about any other users.

Will be owned by you (or licensed from the owner to you in writing in a manner that permits you to use, upload, post, share and grant licenses to such User Content) and will not infringe, inappropriate or otherwise violate any patent, trademark, copyright, right of publicity, or other intellectual property, privacy, publicity, or proprietary right of EVA or any third person.

Will not impersonate any other individual, falsely state or misrepresent your professional or other affiliation EVA or with any other person, or otherwise be misleading, inaccurate, or in violation of these Terms or any appropriate law.

EVA does not control and has no obligation to monitor the Service, any User Content, or any user's use of the Service and/or interactions with other users but reserves all rights to do the foregoing at any time and for any purpose, without any notice to you. EVA further reserves all rights to, but has no obligation to: (1) refuse to post, or remove, modify or otherwise regulate, any User Content that we determine in our sole discretion does not comply with these Terms or is otherwise objectionable and to require you to provide proof of your compliance with these Terms; (2) become involved in any disputes between you and other users and to take any other actions that we determine in our sole discretion are appropriate in connection therewith; and (3) disclose your User Content and/or any information provided to or through the Service or otherwise obtained during any such monitoring to law enforcement, governmental officials or other third parties, as necessary to satisfy any law, regulation or governmental request.

3.4 Feedback. We welcome general feedback, input, comments, reviews, notes, messages, suggestions, or other communications (collectively, "Feedback") regarding the Service, the Sites, and Products. However, any Feedback you post, submit, or otherwise provide to EVA through the Service or otherwise will be treated as non-confidential and non-proprietary, and EVA may freely use your Feedback, in perpetuity and without restriction, for any purpose, commercial or otherwise, and without liability, notice, acknowledgment or compensation to you. EVA shall solely own any intellectual property rights arising out of or in connection with Feedback.

3.5 Copyright Infringement Policy. EVA respects the intellectual property rights of others and expects you to do the same. Pursuant to the Digital Millennium Copyright Act (the "DMCA"), EVA reserves the right, but not the obligation, to suspend, terminate or otherwise limit your use and access to the Service, in whole or in part, if we determine, in our sole and absolute discretion, that you are involved in infringing activity, including by uploading, posting or sharing User Content that is infringing, regardless of whether you are a first-time or repeat infringer, and regardless of whether the material or activity is ultimately determined to be infringing. The foregoing does not limit our





ability to pursue any other remedies we may have to address any suspected infringement or infringing activity.

If you believe that any User Content on the Service infringes your copyright, or the copyright of anyone on whose behalf you are authorized to act, you may submit a written complaint to our designated copyright agent at: Legal Department, EVA, Attn: contact@eva.gg. Your complaint must include all of the following: (1) identification of the copyrighted work(s) you claim is being infringed; (2) identification of the material that you claim is infringing and the URL or other sufficient information for EVA to locate that material within the Service; (3) your email address, telephone number and mailing address; (4) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; (5) a statement that the information in your written complaint is accurate and that, under penalty of perjury, you are the copyright owner authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (6) a physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Please note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

4 | THIRD-PARTY FEATURES

The Service may enable you to use, link to or integrate with certain services, software, tools, and products offered by our affiliates and/or other third parties, including other websites, Platforms, social media networks, equipment, and wearable devices (collectively, "Third-Party Features"). By using or integrating with a Third-Party Feature, you agree that EVA may transfer your data and information to and/or receive and use any data or information it receives from, that Third-Party Feature. Offering a Third-Party Feature does not constitute any endorsement by EVA. EVA does not control and is not responsible for any Third-Party Feature, for the legality, accuracy or appropriateness of any content, products, services, data, materials, or other materials on or available through any Third-Party Feature or for any practices, operations, business, or persons associated with such Third-Party Feature. Your rights and obligations when accessing and using these Third-Party Features are governed by the terms and policies of those Third-Party Features, and we encourage you to carefully read those terms and policies of these Third-Party Features, as their practices may differ from ours. YOU ACKNOWLEDGE AND AGREE THAT YOUR DECISION TO ACCESS, USE AND/OR INTEGRATE WITH ANY THIRD-PARTY FEATURE IS AT YOUR SOLE RISK. SUBJECT TO SECTION 12.4, EVA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD-PARTY FEATURES OR THE CONTENTS, OFFERINGS, OPERATIONS OR PRACTICES THEREOF, AND HEREBY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, LOSSES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF AND/OR INTEGRATION WITH ANY THIRD-PARTY FEATURES.





5 | AVAILABILITY AND CHANGES

5.1 Availability. We have no obligation to maintain or make available to you the Service, in whole or in part, nor do we have any obligation to provide you with any related maintenance or support services nor do we have any obligation to ensure availabilities of any locations for Sessions for bookings. In addition, we regularly make changes to the Service, and reserve the right to, in our sole discretion, render the Service, in whole or in part, temporarily or permanently unavailable or to otherwise terminate, suspend access to, replace, or modify any aspect of the Service, including keeping a Site open, the Content and Products available through the Service and the means and devices through which we make the Service available, at any time and for any or no reason, without notice or liability to you.

5.2 Test Features. We continually test new functionalities, services, options, initiatives, user interfaces, products, and other features that we may incorporate into the Service. We reserve the right to, in our sole discretion, make test features available to you, or exclude you from any new feature testing, at any time and without notice or liability to you.

5.3 Changes to These Terms. We reserve the right to, in our sole discretion change these Terms, in whole or in part, at any time. We will post the revised Terms here, and changes will be effective immediately upon our posting. We may require that you accept any changed Terms (e.g., by clicking “I Accept” or other similar button) in order to continue accessing and using the Service. We will include a “Last Updated” date at the beginning of these terms, and it is your responsibility to check these Terms periodically for changes. By continuing to access or use the Service following the posting of any changes to these Terms, you are accepting and agreeing to be bound by such changed Terms

6 | PRIVACY POLICY

Please review the EVA Privacy Policy carefully for information about our privacy practices. If you are accessing the Service as part of your EVA Membership, your personal information is subject to the EVA Privacy Policy, available here. We encourage you to review our Privacy Policy from time to time to ensure you are happy with our current practices.

7 | ADDITIONAL TERMS

Additional terms, policies, rules, instructions and/or guidelines (“Additional Terms”) may apply to the Sites, Service, Products, and your interactions with EVA, regardless of whether or not they are expressly labeled as Additional Terms. By purchasing, accessing and/or using the Service or any Product, or visiting a Site, or otherwise interacting with EVA, you agree to comply with all Additional Terms referenced or associated in connection therewith and are responsible for satisfying any eligibility or other requirements set forth in Additional Terms. All Additional Terms are hereby incorporated by reference into and made a part of these Terms.

8 | TERMINATION

You may terminate these Terms at any time by ceasing to access and use the Service and, where applicable, cancelling your Service Membership. See Section 2 of the Additional Terms for





information on cancelling your Service Membership. If you subsequently decide to resume accessing and using, or re-subscribe to, the Service, you will again be bound by the then-current Terms.

Notwithstanding anything to the contrary in these Terms, EVA reserves the right to, in its sole discretion, terminate these Terms, and/or otherwise terminate, suspend, restrict or block your access to and use of the Service, in whole or in part, including but not limited to allowing you to visit any of the Sites, at any time and without prior notice or liability to you, for any reason, including for any violation of these Terms or your failure or suspected to comply with any portion of these Terms. You acknowledge and agree that we shall have no liability or obligation to you as a result of any such termination, suspension, restriction or blocking and you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. Termination of these terms will be without limitation to any other rights or remedies EVA may have at law or in equity.

Upon any termination of these Terms, your rights set forth herein will terminate and you must immediately cease all access to and use of the Service. You will no longer be authorized to access your Account, and we may, but have no obligation to, immediately delete all User Content and other data and information stored in or associated with your Account without notice or liability to you. All payment obligations to EVA accrued prior to termination will survive termination, and any unpaid amounts will become immediately due and must be paid by you to EVA.

9 | INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless EVA, its parents, subsidiaries and other affiliates, and each of its and their respective employees, officers, directors, contractors, owners, suppliers service providers, licensors, agents, representatives, successors and assigns (all of the foregoing, together with EVA, the "EVA Parties") from and against any and all claims, demands, complaints, damages, losses, liabilities, judgments, fines, penalties, interest, fees, expenses and costs (including reasonable attorneys' fees) (collectively, "Claims") arising out of or in connection with: (a) visiting any of the Sites, your use of the Service or any Product, including any use of the Service through your Account (with or without authorization your authorization) and any disputes or interactions between you and any other Service user); (b) your User Content, Feedback and Unsolicited Ideas, including any allegations of infringement or other violation of rights; and/or (c) your violation of these Terms. You agree that EVA shall have exclusive control over the defense or settlement of any third-party Claims (without limiting your indemnification obligations with respect to that Claim) and that you cooperate with the EVA Parties in defending such Claims. You may not settle any Claims for which you are required to provide indemnification without EVA's prior written consent.

10 | HEALTH AND SAFETY RISKS

PLEASE READ THE FOLLOWING CAREFULLY AS IT DISCUSSES IMPORTANT RISKS TO YOUR HEALTH AND SAFETY, AS WELL AS YOUR ACCEPTANCE AND ASSUMPTION OF THOSE RISKS. TO REDUCE THE RISK OF PERSONAL INJURY, DISCOMFORT, AND PROPERTY DAMAGE, PLEASE ENSURE THAT ALL USERS OF YOUR PRODUCTS READ THE WARNINGS AND INSTRUCTIONS PROVIDED AT THE SITE CAREFULLY BEFORE USING YOUR PRODUCTS.





WARNING: FAILURE TO FOLLOW THIS HEALTH AND SAFETY INFORMATION MAY RESULT IN DAMAGE TO PRODUCTS, ACCESSORIES OR ANY CONNECTED DEVICES, AND MAY INCREASE THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE, DISCOMFORT OR OTHER POTENTIAL HAZARDS. BY USING PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU HAVE REVIEWED THESE WARNINGS AND INSTRUCTIONS (AND WILL REVIEW ANY UPDATES THERETO), AND WILL ACT IN ACCORDANCE WITH SUCH WARNINGS AND INSTRUCTIONS.

10.1 Site Safety. By visiting a Site, you are agreeing that you have read, thoroughly understand, and will comply with all operating and safety instructions and guidance provided to you at the Site or otherwise through the Service. Any Content related to virtual games, and all maneuvers performed in connection with such Content, have been designed to be performed solely with the products provided, rented and/or sold to you by EVA, in accordance with their applicable pregame brief and safety instructions. YOUR USE OF ANY EQUIPMENT IS AT YOUR SOLE RISK. SUBJECT TO SECTION 12.4, THE EVA PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SAFETY, STABILITY OR SUITABILITY OF ANY EQUIPMENT OTHER THAN THOSE ON OUR SITE FOR USE WITH THE SERVICE OR EVA-BRANDED CONTENT, AND THE EVA PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY, PHYSICAL HARM, DISMEMBERMENT AND DEATH, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY EQUIPMENT OTHER THAN THE PRODUCTS AT OUR SITES.

10.2 Your Health Representations. By using the Service, you are representing and warranting to EVA that you are in good health and have no injury, impairment, disability, disease, ailment or condition, that prevents you from, and otherwise do not know of any reason that you cannot or should not, properly or safely engaging in active or passive exercise or otherwise using the Service or that could cause increased your risk of injury or adverse health consequences as a result of your engagement in exercise or other use of the Service. YOU UNDERSTAND AND AGREE THAT ADVICE AND OPERATOR GUIDANCE IS NOT A SUBSTITUTE FOR LISTENING TO YOUR OWN BODY OR YOUR HEALTHCARE PROVIDER'S ADVICE OR RECOMMENDATIONS. IF ANY OPERATOR GUIDANCE ADVICE IN THE SERVICE. IF YOU EXPERIENCE ANY PAIN, DIFFICULTY, DIZZINESS, ILLNESS, OR DISCOMFORT, WHEN USING THE SERVICE OR FOLLOWING ANY ADVICE, OR IF ANY OPERATOR GUIDANCE OR ADVICE CONFLICTS WITH WHAT HEALTHCARE PROVIDER HAS ADVISED, STOP YOUR USE OF THE SERVICE AND CONSULT YOUR HEALTHCARE PROVIDER AND/OR SEEK EMERGENCY MEDICAL ATTENTION IMMEDIATELY.

10.3 Assumption of Risk. By using the Service, including the Content and Advice provided through the Service, you acknowledge that you have voluntarily chosen to participate in an intense physical program that may involve strength, endurance, flexibility, aerobic, cardio or other exercises, and physical and emotional exertion and stress, all of which can be potentially hazardous, and you further acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, sprains, and fainting; (2) major injuries such as eye injuries, joint or back injuries, heart attacks, rhabdomyolysis, and concussions; and (3) catastrophic injuries, including paralysis and death. IN CONSIDERATION OF YOUR RIGHTS TO ACCESS AND USE THE SERVICE, AND ON BEHALF OF YOUR HEIRS, BENEFICIARIES, DISTRIBUTEES, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, YOU HEREBY VOLUNTARILY AND KNOWINGLY ACKNOWLEDGE AND ASSUME ALL RISKS ASSOCIATED WITH YOUR FAILURE TO USE REASONABLE CARE WHEN USING THE SERVICE AND/OR YOUR USE OF THE SERVICE OTHER THAN FOR ITS INTENDED PURPOSE, AND YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE EVA PARTIES FROM ANY AND ALL





CLAIMS OF ANY NATURE WHATSOEVER, INCLUDING ANY PROPERTY DAMAGE, PERSONAL INJURY, INJURY TO OTHERS OR DEATH, TO THE EXTENT ANY OF THE FOREGOING ARISE OUT OF OR RELATE IN ANY WAY TO YOUR NEGLIGENCE, INTENTIONAL ACTS AND/OR FAILURE TO EXERCISE REASONABLE CARE WHEN ACCESSING AND USING THE SERVICE.

11 | GENERAL DISCLAIMERS

11.1 | Your Experience. While we strive to provide a positive experience, we cannot and do not guarantee that the Service, including any Content therein, will always be fully functional, current, or accurate or that it will meet your needs, goals, or expectations. The quality of the Service and display of Content may vary and can be affected by a variety of factors, including your location, internet speed or bandwidth availability, device or equipment configuration, settings and capabilities, and the specific Content or function you are attempting to access. Internet data usage charges may apply when accessing and using the Service, check with your internet, wireless or cellular provider for information on possible charges. You are solely responsible for all charges associated with your access and use of the Service. Descriptions provided through the Service are approximate and are provided for convenience purposes only. YOU ACKNOWLEDGE AND AGREE THAT, SUBJECT TO SECTION 12.4: (1) THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS; (2) YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK, AND (3) THE EVA PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, OF ANY KIND RELATED TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY, TITLE, AVAILABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND (B) WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE WITH YOUR DEVICES, HARDWARE OR SOFTWARE, BE OR REMAIN FREE FROM DEFECTS, INTERRUPTIONS, INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR CODE. The foregoing disclaimers do not limit or alter the Limited Bike Warranty expressly set forth in Section 3.1 of the Additional Terms: Service Memberships and Purchases or any other express product warranty that may be made to you by any third-party manufacturer of any Product.

11.2 | Waiver and Release. IN CONSIDERATION OF YOUR RIGHTS TO ACCESS AND USE THE SERVICE, AND ON BEHALF OF YOUR HEIRS, BENEFICIARIES, DISTRIBUTEES, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, YOU HEREBY VOLUNTARILY AND KNOWINGLY, FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS THE EVA PARTIES FROM, AND THE EVA PARTIES WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR, ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY, INCLUDING FOR ANY PROPERTY LOSS OR DAMAGE, LOSS OF EARNINGS OR EARNING CAPACITY, PERSONAL INJURY, ILLNESS OR IMPAIRMENT, PHYSICAL PAIN, MENTAL ANGUISH, PARALYSIS, HEART ATTACK OR DEATH, ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THESE TERMS, YOUR ACCESS TO AND USE OF THE SERVICE, YOUR PURCHASES AND THE USE OR NON-USE OF ANY SERVICE, CONTENT OR PRODUCT PROVIDED OR OFFERED HEREUNDER, WHETHER RELATED TO EXERCISE OR NOT AND REGARDLESS OF LEGAL THEORY OR WHETHER ARISING IN OR BY STATUTE, TORT, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE AND WHETHER SUCH LOSSES OR DAMAGES ARE KNOWN OR UNKNOWN TO YOU OR ANY OTHER PERSON; PROVIDED THAT THE FOREGOING RELEASE AND WAIVER OF LIABILITY SHALL NOT PLATFORMLY TO ANY LOSSES OR





DAMAGES CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ANY EVA PARTY TO THE EXTENT SUCH DISCLAIMER PROHIBITED BY LAW. NONETHELESS, THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN EFFECT AS ALLOWED BY LAW AND SHALL COVER OR INCLUDE ANY CLAIM OR DEMAND YOU HAVE, HAD OR EVER WILL HAVE. ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND ANY SIMILAR APPLICABLE LAW, ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS: “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.”

12 | LIMITATIONS OF LIABILITY

12.1 Sole and Exclusive Remedy. SUBJECT TO SECTION 12.4, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE OR ANY PRODUCT, IN ADDITION TO ANY APPLICABLE RETURN POLICIES, IS TO STOP USING THE SERVICE OR PRODUCT AND, WHERE APPLICABLE, CANCEL ANY ASSOCIATED SERVICE MEMBERSHIP.

12.2 Limitation of Liability. SUBJECT TO SECTION 12.4, THE EVA PARTIES WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DEATH, PERSONAL INJURY, LOSS OF USE, LOSS OF PROFITS OR GOODWILL, LOSS OF DATA (INCLUDING LOSS OF USER CONTENT), DAMAGE TO DEVICES, EQUIPMENT, HARDWARE, SOFTWARE OR OTHER PROPERTY, OR ANY OTHER TANGIBLE OR INTANGIBLE LOSS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, ANY CONTENT PRODUCT, OR OTHERWISE IN ANY WAY RELATING TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ANY EVA PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

12.3 Limitation of Damages. IN ADDITION, IF AND TO THE EXTENT EVA IS LIABLE FOR ANY DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, ANY CONTENT OR PRODUCT, OR THESE TERMS, THEN, SUBJECT TO SECTION 12.4, THE AGGREGATE LIABILITY OF EVA FOR SUCH DIRECT DAMAGES WILL BE LIMITED TO GREATER OF (A) ONE HUNDRED DOLLARS (\$100.00 USD) OR (B) (I) IF YOUR CLAIM RELATES TO THE SERVICE, THE AMOUNT YOU PAID TO EVA FOR ACCESS TO THE SERVICE IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM.

12.4 Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND THE EVA PARTIES DO NOT DISCLAIM ANY WARRANTY, LIABILITY FOR CERTAIN DAMAGES, OR OTHER RIGHT THAT THEY ARE PROHIBITED FROM DISCLAIMING UNDER PLATFORMLICABLE LAW, AND YOU MAY HAVE GREATER RIGHTS UNDER SUCH APPLICABLE LAWS.





13 | ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES (AS DEFINED BELOW) WITH EVA AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

13.1 Informal Dispute Resolution. Our goal is to do our best to ensure that every experience with our business and the Service will exceed your expectations. If that doesn't happen, we hope you will give us the opportunity to try to address any problem or concern. To do so, please contact us at contact@eva.gg. When contacting us, we ask that you include your name, address, phone number and email address, and a description of your problem or concern and any specific relief you seek.

13.2 Arbitration Agreement. By using the Service, you and EVA agree to submit any and all Disputes (as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("Arbitration Agreement"). Arbitration shall be before either (1) JAMS (formerly known as Judicial Arbitration and Mediation Services), www.jamsadr.com, or (2) the American Arbitration Association ("AAA"), www.adr.org. If you initiate arbitration, you shall have the choice as between these two arbitration forums; if EVA initiates arbitration, it shall have the choice as between these two arbitration forums.

YOU AND EVA EACH HEREBY AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, INCLUDING ALL ISSUES RELATING TO THE ENFORCEABILITY, INTERPRETATION, SCOPE, AND APPLICATION OF THIS ARBITRATION AGREEMENT (SUCH AS "GATEWAY" ISSUES OF ARBITRABILITY, WHETHER THE ARBITRATION AGREEMENT IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION) WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

13.3 Class Action Waiver. By using the Service, you agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving EVA or any other person. You further agree that you, and anyone asserting a claim through you, will not be a class representative, class member, or otherwise participate in a class, representative, or consolidated proceeding against EVA. We and you agree that the arbitrator of any Dispute between us may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding or claim (such as a class action, representative action, consolidated action or private attorney general action). If the foregoing class action waiver ("Class Action Waiver") or any portion thereof is found to be invalid, illegal, unenforceable, unconscionable, void, or voidable, then the Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court. Any claim that all or part of the Class Action Waiver is invalid, illegal, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

13.4 Definition of Dispute. Except as described in the following paragraph, the term "Dispute" in this Arbitration Agreement and Class Action Waiver means any dispute, claim, or controversy between





you and EVA regarding any aspect of your relationship with EVA, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, whether related to the access to and use of the Service or otherwise, and includes the validity, enforceability or scope of these Terms, except for the scope, enforceability and interpretation of the Arbitration Agreement and Class Action Waiver.

However, “Dispute” SHALL NOT include any (1) personal injury claim, claim for lost, stolen or damaged property, or any individual action in small claims court; (2) claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable, (3) claim for public injunctive relief, i.e., injunctive relief that has the primary purpose and effect of prohibiting alleged unlawful acts that threaten future injury to the general public and (4) any enforcement action, validity determination or other claim arising from or relating to infringement, misappropriation, theft, piracy or other unauthorized use of intellectual property. Such claims may be determined only by a court of competent jurisdiction and not by an arbitrator.

14 | GENERAL

14.1 Governing Law. These Terms, as well as your interactions with the Service and with use, will be governed by the laws of the State of Delaware, without regard to any conflict of law principles. For any Dispute that is not subject to arbitration or cannot be heard in small claims court, you and EVA hereby irrevocably consent and submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Delaware and waive all objections thereto.

14.2 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

14.3 Miscellaneous. These Terms, together with the Additional Terms and any other agreements, policies, or documents, referenced in these Terms or otherwise made available to you as part of the Service, constitute the entire and exclusive understanding and agreement between you and EVA in connection with the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign or transfer these Terms, or delegate any rights or obligations under these Terms, in whole or in part, by operation of law or otherwise at any time without notice or consent. Our failure to enforce any provision or exercise any right under these Terms will not constitute a waiver of such provision, nor will any written waiver by us of any breach or default of these Terms be a waiver of any subsequent breach or default. Any waiver will be effective only if in writing signed by an authorized representative of EVA. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.





15 | CONTACT US

If you have questions regarding the Service or these Terms, or would like to request support for the Service, please contact us at contact@eva.gg. For questions about EVA Sites or your EVA Membership, please contact contact@eva.gg. We will attempt to respond to all requests within a reasonable time frame, but we cannot assure you that a response will be provided within any particular time frame or that we will be able to answer any such requests.

ADDITIONAL TERMS: EVA MEMBERS

1 | RELATIONSHIP WITH EVA

If you have a membership to access and use any Site (an “EVA Membership”), your EVA Membership is and remains with EVA USA Inc. (“EVA”) and subject to the terms of your membership agreement with EVA, together with these Additional Terms. Please continue to direct any questions about your EVA Membership and the associated terms to EVA at contact@eva.gg.

2 | EVA MEMBER PLATFORM

The EVA Platform and creation of an Account is free (excluding reservations of Sessions at Sites and/or Service Memberships). It will provide you with information about EVA Sites such as hours, open slots for Sessions and contact information and the ability to interact with EVA such as by booking a Site visit, as well as access to and use of the Service and Content. You must maintain an Account in order to use the Platform, and your existing EVA member Platform log-in credentials will be used to access the Platform and may thereafter be updated within your Account settings. The email address associated with the Platform must remain the same as the email address associated with your EVA Membership. While EVA and EVA strive to provide a positive experience, it cannot and do not guarantee that the Platform or any information thereof will always be fully functional, current or accurate. For up-to-date information on Sites and your EVA Membership, please contact the relevant EVA club location at contact@eva.gg.

The Platform will also allow you to select the type of offer to which you wish to subscribe in order to place an Order for one or more Slots. You may book a single or several Slots on the Platform, from any available Room, at the price specified on the Platform and/or proceed with a monthly and/or annual membership.

3 | MEMBER ACCESS TO THE SERVICE AND PLATFORM

An active EVA Membership in good standing currently includes complimentary access to the Service; however, EVA reserves the right to, in its sole discretion, change the terms on which members are permitted to access the Service as part of an EVA Membership, including by imposing fees or by limiting your access to the Service if your EVA Membership is on freeze. By using the Platform, you are authorizing EVA to access information associated with your EVA Membership and to communicate with you about and in regards to your use of the Service. The Service is offered by EVA,





and these Terms are between you and EVA, not EVA. Your use of the Service, including the Platform, is subject at all times to these Terms. EVA is not responsible or liable for the Service or your use thereof, including if you use the Service to interact with EVA or from within a Site. During the time that your Account is associated with your EVA Membership, certain portions of these Terms may not apply, or may apply differently, to you, as further described in any additional terms, conditions, policies or rules communicated to you by EVA. Your access to the Service may be suspended and/or cancelled if your EVA Membership is cancelled or terminated, or, in EVA's sole discretion, if it is frozen, for any reason; or if the terms of your EVA Membership cease to include access to the Service, complimentary or otherwise; or if the email address on-file for the Service becomes different from the email address associated with your EVA Membership. If you wish to subscribe to the Service directly after your EVA Membership ends, you will be required to purchase in a Service Membership. If you have an existing Service Membership at the time you join EVA, with an EVA Membership that includes access to the Service, please contact us at contact@eva.gg we can transition your account accordingly.

4 | SERVICE MEMBERSHIP

4.1 Service Memberships. You need an Account for bookings even for a single booking, to access and use certain features, functions, and Content within the Service. In addition, you may be required to have a monthly subscription to the Service (a "Service Membership") for certain features, functions, and Content.

Subscription: You may subscribe to a monthly membership, from the date of subscription ("Subscription Period"), allowing a limited number of reservations of slots at any Site on a month-to-month basis, and within the limit of Slots available for Members.

The number of Slots that you can reserve depends on the Service Membership offer you have selected ("Offer"). Details of the Offers can be found on <https://eva.gg/us/battlepass>

The number of Slots that you can reserve is divided between peak time ("Peak Time Slots") and off-peak ("Off-Peak Slots"). Details of the peak-time Slots and off-peak Slots can be found of <https://www.eva.gg/us>.

YOUR SERVICE MEMBERSHIP WILL CONTINUE AND AUTOMATICALLY RENEW, AND YOU WILL BE CHARGED, ON A MONTHLY RECURRING BASIS, UNTIL CANCELED AS PROVIDED HEREIN. Contact us at contact@eva.gg with any questions.

4.2 You may reserve a Slot a Subscription Period later than the on-going Subscription Period ("Pre-Booked Slot"). The Pre-Booked Slot will then be deducted from the Subscription that will be in effect at the date of the reserved Slot.

4.3 If you run out of the number of Off-Peak Slots included in your Service Membership for the current Subscription Period and have any available Peak Time Slots remaining, then you may use your available Peak Time Slots to reserve an Off-Peak Slot.

However, if you run out of Peak Time Slots included in your Service Membership and have any remaining Off-Peak Time Slots available, then you may not use your available Off-Peak Time Slots to reserve a Peak Time Slot.





4.4 If you run out of Off-Peak Time Slots included in your Service Membership, then you may reserve Off-Peak Time Slots at a preferential rate. Details on the preferential rates can be found on <https://www.eva.gg/us>.

If you run out of Peak Time Slots included in your Service Membership, then you may reserve Off-Peak Time Slots at the rate offered to non-Members. Details on the preferential rates can be found on <https://www.eva.gg/us>.

4.5 In any event, Slots included in your Service Membership that you may not have used during the on-going Subscription Period cannot be carried over to a subsequent Subscription Period and are therefore definitively lost at the end of the current Subscription Period.

4.6 Your Service Member allows you to reserve for yourself and yourself only the number of Slots you wish, within the limit of the number of Slots available to you for each Subscription Period, it being specified that you have the possibility to reserve Slots for Subscription Periods subsequent to the current Subscription Period.

Therefore, each time you reserve a Slot, the said Slot (Off-Peak Slot or Peak Slot) is deducted from the balance of Slots available on your Account for the current Subscription Period. If you reserve a Slot for a Subscription Period subsequent to the current Subscription Period, then the reserved Slot will be deducted from the number of Slots for the relevant Subscription Period.

4.7 Please note that a Member cannot reserve a Slot and/or proceed to a booking during the same Slot as a non-Member making a single booking.

By derogation to the first paragraph, a Member may proceed to a booking during the same Slot as a non-Member, only if a non-Member has sent him an invitation to book during the said Slot via his Account.

Any other authorization given to a Member to participate in a Slot with non-Members is at the discretion of the manager of the relevant Site.

4.8 It is specified that the Service Membership allows you to reserve slots for virtual games only, to the exclusion of any other activity that may be offered by any of the Sites.

4.9 You may decide, at any time, to modify your Offer on your Account in order to switch to a higher or lower Offer. In this case, the change will be taken into account and will be effective when the Subscription is renewed, as of the first day of the Subscription Period following the on-going Subscription Period on the date of the change request.

4.10 Fees and Recurring Billing. Your Service Membership is subject to your payment of a monthly fee, plus taxes (your "Service Membership Fee") on a recurring monthly basis. Service Membership Fees are fully earned upon payment and are not subject to any refund, credit or offset, pro-rata or otherwise, upon cancellation. Your Service Membership Fee will be charged to you, using your payment method on-file, each month on your Service Membership Billing Date until you cancel your Service Membership. Your "Service Membership Billing Date" is generally the date you purchase your Service Membership, unless otherwise specifically noted at the time of purchase—for example, if you participate in a free trial where billing starts at a later date specified during checkout. In addition, if you purchase your Service Membership at the time of a virtual game Slot booking, your





“Service Membership Billing Date” will not be the date of purchase, but instead will be the date you activate the Service by creating and logging into your Account on the day you visit the Site. We reserve the right to change the amount of your Service Membership Fee upon at least thirty (30) days’ notice to you. We may also change your Service Membership Billing Date and will provide you at least thirty (30) days’ notice to you of any permanent change to your Service Membership Billing Date. However, we will not notify you nor be liable if your Service Membership Billing Date occurs on a different day due to circumstances outside our reasonable control, such as bank delays, and we may temporarily adjust your Service Membership Billing Date as a result of such circumstances without notice. YOU AFFIRMATIVELY CONSENT AND AUTHORIZE EVA TO CHARGE YOU ON EACH SERVICE MEMBERSHIP BILLING DATE FOR YOUR SERVICE MEMBERSHIP FEE FOR AS LONG AS YOUR SERVICE MEMBERSHIP CONTINUES.

4.11 Subscription Renewal and Payment Attempts. The Subscription is automatically renewable at the end of each term for additional periods of one month, unless the User notifies, via the Platform and their Account, their intention not to renew the Subscription no later than the day before (D-1) the monthly renewal date. The renewed Subscription is governed by the Terms and Conditions and the Privacy Policy in effect on the renewal date. From the renewal date (D0), a payment attempt is made for the subscription. If the payment fails on D0, a new attempt will be made on J+1. If the payment also fails on D+1, a final attempt will be made on D+2. If the payment fails on D+2, the Subscription will be automatically canceled, along with all upcoming sessions. During this renewal period (from D0 to D+2), the User will not be able to use their Battle Pass until the payment has been successfully processed. Additionally, any sessions booked in advance may be refused by the venue if the User has not regularized their Battle Pass. The User has the option to request a new payment attempt at any time between D0 and D+2 via their Account on the Platform.

4.12 Authorization and Payment On-File. By providing a credit card or other accepted payment method at the time of purchase or otherwise adding a payment method to your Account, you represent and warrant that you are authorized to use such payment method and you here hereby authorize EVA to charge all applicable amounts for your purchases including recurring payments for your Service Membership Fee, and any and all applicable shipping and handling costs, fees, taxes and other amounts due, to such payment method in case of purchase. You are required to maintain a payment method on-file in your Account as a condition of having a Service Membership. You are responsible for ensuring that your payment method information remains current, and you can update or change your payment method information at any time by logging into your Account. By updating your payment method on file, you are authorizing EVA to continue billing and charge to that payment method your Service Membership Fee, and any other amounts you may owe, on a recurring basis.

4.13 Past-Due Balances. We reserve the right to take any lawful action in response to any past-due Service Membership Fees or other charges, including: (1) charging the primary payment method on-file or any other payment methods we may have on file for your Account; (2) cancelling your Service Membership or otherwise suspending your access to Service until all past-due amounts are paid; (3) charging you interest on past-due amounts; and/or (4) providing your information, including without limitation name and contact information, to a collections agency who will attempt to collect





your past-due amounts on behalf of EVA. You will be responsible for any collection and/or legal costs incurred by EVA in collecting any past-due amounts associated with your Service Membership. EVA may charge you a \$20 fee for each credit card charge or check that is dishonored or rejected as invalid. Please note that cancellation of your Service Membership will not relieve you of your obligation to pay any past-due or outstanding amounts.

5 | RESERVATIONS AND CANCELLATION

5.1 EVA never guarantees that the desired Slot will be available and/or the Site open. Once a reservation is finalized, EVA will send you an e-mail on behalf of the Site's operator the information related to the order to the e-mail address provided during registration. The order summary is also available on your Account. Once the order has been validated and the price has been paid you will be able to use your Subscription or Reservation.

5.2 You may cancel a Slot reservation without charge 24 hours before the Session time at the latest.

In that case, you will be credited the canceled Slot (Off-Peak Time Slot or Peak Time Slot) on your Service Membership, on your Account.

You may not cancel any Reservation beyond the time limit set forth above.

In any event, you may not cancel more than two (2) Slots reserved as part of a Service Membership over seven (7) rolling days. For example: if you cancel a Slot on March 2, 2023, and a Slot on March 5, 2023, then you will not be able to cancel any more Slots reserved as part of a Service Membership until March 9, 2023.

5.3 You may cancel your Service Membership online at any time by either (1) emailing us at: contact@eva.gg and following the instructions in the response or (2) logging into your Account through our website, at [INSERT], selecting 'Cancel Membership,' and confirming your selection. You must cancel your Service Membership before your next Service Membership Billing Date in order to avoid being charged the Service Membership Fee for the next month. If you purchased your Service Membership through a third party, you may need to contact that third party to cancel your Service Membership, for example by turning off auto-renew for the Service Membership with the applicable third party. Once cancelled, your Service Membership and access to the Service will automatically end at the end your current monthly billing period, and you will lose access to any Service features, functions and Content that requires a membership. Please note that we may still send you promotional communications about EVA (including about the Service, Products or affiliates of EVA), unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

EVA reserves the right, upon notice to you, to suspend or cancel a booking in the following cases:

- (i) when a Slot is unavailable;
- (ii) when your Subscription is suspended or terminated under the conditions set forth herein; and/or
- (iii) when the request is abnormal, made in bad faith or for any other legitimate reason, in EVA's sole discretion.





In case of cancellation of your Service Membership, for whatever reason, all your Pre-Booked Slots will automatically be cancelled.

6 | PRODUCTS

Product Availability and Disclaimers. Products and the Service are subject to estimated availability, and are not available in all locations, and EVA cannot and do not guarantee that the Service or any Product will be available for purchase or in your location. We reserve the right to, in our sole discretion, discontinue or modify any Product or the Service, at any time and without notice to you. While we endeavor to depict Products and the Service accurately, descriptions, images and specifications are provided for informational purposes only and we cannot and do not guarantee their accuracy. On-screen details (such as color, pattern, and texture, etc.) depend on your monitor and device settings and may not reflect the actual details of a Product or the Service when you receive or access it. We also sell Products that have been manufactured by third parties and rely on the product information provided by those third parties. AS YOUR SOLE AND EXCLUSIVE REMEDY, AND EVA'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY ERROR IN CONNECTION WITH YOUR PURCHASE, WHETHER RELATED TO THE PRODUCT DESCRIPTION, ORDER CONFIRMATION, PROCESSING, DELIVERY OR OTHERWISE, EVA RESERVES THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND OR CREDIT FOR THE AMOUNT YOU PAID. SUBJECT TO SECTION 12.4, (1) ALL PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS; (2) YOUR USE OF PRODUCTS IS AT YOUR OWN RISK, AND (3) THE EVA PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO PRODUCTS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY, TITLE, AVAILABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND (B) WARRANTIES THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE WITH YOUR DEVICES, HARDWARE OR SOFTWARE, BE OR REMAIN FREE FROM DEFECTS, INTERRUPTIONS, INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR CODE.

7 | PRICING AND PROMOTIONS

7.1 Pricing. Unless otherwise specifically noted, prices for Products and Service Memberships are shown in U.S. Dollars and any shipping and handling costs, sales and other tax, assembly fees and other charges, if any, are additional and will be added at the time of purchase. Prices, as well as shipping and handling costs, taxes and other fees and charges, are set by EVA, and we reserve the right to adjust any pricing or other amounts for any Product and/or Service Membership at our sole discretion, at any time and without notice, other than the notice of Service Membership Fee changes described in Section 1.2 of these Additional Terms. However, we will not notify you of changes to the amount of taxes you may be charged in connection with your Service Membership Fee, and you agree that amount of taxes shown at the time of purchase of a Service Membership may thereafter be adjusted.

7.2 Promotional Offers. EVA may make promotional offers available from time to time, including special pricing, product or service bundles or packages, and free trials. Promotional offers are





subject to eligibility criteria and additional terms and conditions (including those of applicable third parties), which will be provided to you at the time you sign-up or the offer or in other communications made available to you. We will determine offer eligibility in our sole discretion, and may use information such as device ID, method of payment or contract information to determine offer eligibility. We reserve the right to revoke any offer, and suspend your access to the Service, if we determine you are not or were not eligible for an offer. We also reserve the right to, in our sole discretion, modify or terminate any promotional offer, including free trials, at any time, without notice or liability to you.

7.3 Free Trials and Gift Cards. Certain promotional offers may involve a free trial where you will receive access to the Service for a specified period of time without payment. Free trial promotions are limited to one (1) offer per household. If your free trial offer does not require you to purchase a Service Membership, your complimentary access to the Service and/or the Site will automatically cease without any further notice or other obligation to you upon expiration of the applicable free trial period. If your free trial offer is in connection with purchasing a Service Membership, you will be required to provide a payment method at the time you sign up for the free trial offer, and you will begin to be billed your Service Membership Fee automatically upon expiration of the free trial period and thereafter on a recurring basis or as long as your Service Membership continues. If the terms of your promotional offer expressly permit you to cancel your Service Membership prior to the end of your free trial, you are responsible for keeping track of the date your free trial ends and you cancel your Service Membership before your free trial period expires or you will be automatically charged the Service Membership Fee. You will not receive a notice from us that your free trial is ending or that the paid portion of your service membership has begun. See Section 2 of these Additional Terms for information on cancelling your Service Membership. Additionally, as part of a free trial where you are required to provide a method of payment, you may see a "pending authorization charge" of \$1 on your designated payment method statement. This is not an actual charge, and no amount is being collected; this is a temporary authorization hold used to verify that your provided payment method is active and valid for future transactions. The temporary hold is typically released in 3-5 business days depending on your bank's policy. If a hold has not been released in more than 30 days, please contact your bank.

e-Gift Cards can only be used on our website <https://EVA.gg> to purchase Slots or membership at EVA Sites. For your order, you can enter the code of your e-Gift Card, the amount of the latter will be subtracted from the total of your basket. Additional fees may be necessary to validate your order in the case the amount available on your e-Gift Card is insufficient.

8. IOS AND OTHER PLATFORM PRODUCTS

You acknowledge and agree that the availability of the Platform is dependent upon any third-party Platform store from which you download it (the "Platform Store") and that these Terms are between you and EVA, and not with the applicable Platform Store. Each Platform Store may have its own terms and conditions to which you must agree before downloading or accessing the Platform, and the limited rights EVA grants you to use the Platform are conditioned upon your compliance with any and all terms and conditions of such Platform Store or any other applicable third-party terms of agreement (e.g., with your wireless or cellular service provider).





In addition, the following terms and conditions apply to any Platform on an iOS device, and you and EVA each hereby acknowledge that: (1) Responsibility for iOS Platform: The Terms, including these Additional Terms, are between you and EVA only, not with Apple Inc. (“Apple”), and subject to any limitations set forth in these Terms, EVA, not Apple, is solely responsible for the iOS Platform Service and its contents. To the extent these Terms provide for any usage rules applicable to an iOS Platform that are less restrictive than or otherwise conflict with the applicable Apple Platform Store Terms of Service, the more restrictive or conflicting provision in such Apple Platform Store Terms of Service will govern and apply; (2) License: the license granted to you under these Terms is limited to a non-transferable license to use the iOS Platform any Apple -branded product or device that you own or control, as permitted by the Usage Rules set forth in the applicable Platform Store Terms of Service; (3) Maintenance: to the extent any maintenance and support services for the iOS Platform are required under applicable law or expressly contemplated by these Terms, EVA, not Apple, is solely responsible for such services; Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS Platform; (4) Warranties: EVA, not Apple, is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed or limited under these Terms. If the iOS Platform fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price (if any) for such iOS Platform to you. However, to the maximum extent permitted by applicable law, Platform Apple le has no other warranty obligation whatsoever with respect to the iOS Platform; (5) Claims: EVA, not Apple, is responsible for addressing any claims you or any third party may have relating to the iOS Platform or your possession and/or use of the iOS Platform, including: (a) product liability claims; (b) any claim that the iOS Platform fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. However, you acknowledge and agree that EVA’s responsibility for the foregoing claims is limited and disclaimed, to the maximum extent permitted by applicable law, as further described in these Terms; (6) Infringement: if any third party claim that the iOS Platform, or your possession and use of the iOS Platform, infringes that third party’s intellectual property rights, EVA, Apple is solely responsible for any investigation, defense, settlement and discharge of such third party intellectual property infringement claim; (7) Your Representations: you hereby represent and warrant that you are not (a) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country or (b) on any U.S. Government list of prohibited or restricted parties; and (8) Third Party Beneficiaries: Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms.

ADDITIONAL TERMS: EVA GIFT CARDS

Gift cards purchased through this website are subject to the following terms and conditions:

- Gift Cards validity is set by EVA, confirmed via email after purchase and cannot be extended beyond the date



EVA

- Gift Cards are to be treated as cash and cannot be refunded and/or replaced if lost, stolen, previously printed and used or damaged
- Gift Cards are released to the purchaser or recipient via email but they can be printed, reprinted or emailed as required
- Gift Cards codes are unique
- Gift Cards can be used for a payment from 0 USD to 150 USD
- Gift Cards may be used for Battle pass/s and Session/s at any EVA Location based in the United States
- Gift Cards to make purchases online via www.eva.gg/us
- Gift Cards cannot be used for Any outstanding balance will be retained on the same Gift Card which can be used until the value has been redeemed
- Gift Cards cannot be exchanged for cash, sold or used to purchase Gift
- Gift cards are not subject to any fees
- If the purchase amount for the transaction is greater than the funds available on the Gif Cars, the difference must be paid by other means, including cash or credit or debit card.

