

TERMS OF USE

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BY USING THE WEBSITE AND THE PLATFORM IN ANY WAY OR BY PROVIDING ANY SUBMISSIONS TO INKARNATE.COM, OR BY USING THE SERVICES PROVIDED BY THE WEBSITE, YOU ARE AGREEING TO THE TERMS OF USE BELOW AS IT MAY BE UPDATED AND AMENDED FROM TIME TO TIME. SHOULD YOU OBJECT TO OR VIOLATE ANY TERM OR CONDITION CONTAINED IN THESE TERMS OF USE OR THE LICENSING RIGHTS SET FORTH HEREIN OR THE ASSOCIATED PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE WEBSITE OR PLATFORM AND YOU SHOULD NOT PROVIDE SUBMISSIONS TO INKARNATE.COM.

INKARNATE may modify these Terms of Use at any time without notice, effective upon its posting the modifications to the Website. Your continued use of the Website constitutes your acceptance to the Terms of Use as amended. INKARNATE has the right, but is not obligated, to strictly enforce the Terms of Use through active investigation, litigation and prosecution, self-help and community moderation.

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The Platform, Website and their content is protected to the maximum extent provided by trademark, copyright and intellectual property rights law and applicable international treaties or conventions (“Intellectual Property Laws”). The Platform and all content displayed on or through the Website and Platform including but not limited to: INKARNATE provided map art, objects, patterns, and textures are owned exclusively by INKARNATE (and/or its affiliated companies, suppliers and licensors) and are protected by Intellectual Property Laws, both as a collective work and/or compilation, as these terms are defined by applicable law. Except as permitted under INKARNATE’s licensing models, any copying, reproduction, redistribution, modification, display, or creation of derivative works from the Platform, Website, their content or the collective work is prohibited, including but not limited to, reproduction to any other server or location for further reproduction or redistribution. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Platform or Website.

You may not use the Platform, Website or their content for any commercial purposes unless you agree to the terms of the Commercial License set forth herein and you make payment in full of the Commercial Licensing Fee. This includes, but is not limited to, not using the content for the promotion or advertisement of any goods, services or opportunities, and you may not use the Website to solicit other Website visitors or users to visit or become members of, subscribe to, or register with any commercial online ser-

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This Website is protected under copyright law with all rights reserved except as expressly provided herein. Individual documents or content may contain different copyright notices and/or additional proprietary notices.

User Content

As an INKARNATE account holder you may submit content to the INKARNATE Website. Such User Content includes any and all user created maps, user created custom art (objects and textures), user created notes, lore and textual map content (location, notes, map description, and title) ("User Content"). You understand that INKARNATE does not guarantee any confidentiality with respect to any content you submit.

Ownership of and Responsibility for Content

INKARNATE does not claim ownership of the materials you create using the Website and Platform. However, by using the Website and Platform to create, post, upload, input, provide or submit User Content, You are granting INKARNATE, its affiliated companies and necessary sublicensees, a non-exclusive, world-wide, perpetual, royalty-free license and permission to use User Content in connection with the operation of INKARNATE's business, the Website and the Platform, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat, and create derivative works of such User Content for collaborative editing, viewing, promotional use and advertising, administrative, monitoring, analysis, machine learning, maintenance and product and service enhancement purposes. No compensation will be paid with respect to the use of User Content, as provided herein. Notwithstanding, INKARNATE shall not sell User Content to third parties.

By PUBLISHING your maps on the INKARNATE platform, you are granting other users of the platform access to use your maps under the terms of the Creative Commons Attribution-NonCommercial-Share-Alike License. Other users may remix, tweak, and build upon your work non-commercially, as long as they credit you and license their new creations under the identical terms. Full terms of this license are available here:

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You hereby expressly acknowledge and agree that you shall be solely responsible for the content you create and the consequences of submitting and publishing User Content on the Website. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish User Content you submit; and you license to INKARNATE all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for publication on the Website and the Platform pursuant to these Terms of Use, and the associated license rights.

Any unauthorized use of copyright protected material within your User Content (including by way of reproduction, distribution, modification, adaption, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the Website), independent of whether it is or becomes unauthorized at a later point, may constitute an infringement of third-party rights and is strictly prohibited. Any such infringements may result in termination of your access to the Website and Platform and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rights holder.

Use of Third-Party Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of the Website, Platform and any third-party information (“Third-Party Content”) contained therein. Use of the Website and its Third-Party Content is provided to you AS IS. You may access Third-Party Content for your information and personal use solely as intended through the provided functionality of the Website and as permitted under these Terms of Use. You shall not download any Third-Party Content unless you see a “download” or similar link displayed on the Website for that Third-Party Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Third-Party Content for any other purposes without the prior written consent of INKARNATE or the respective licensors of the Third-Party Content. INKARNATE and its licensors reserve all rights not expressly granted in and to the Third-Party Content.

- A. You agree not to circumvent, disable or otherwise interfere with security-related features of INKARNATE, the Website or Platform, or features that prevent or restrict use or copying of any Third-Party Content or enforce limitations on use of the Website or the Third-Party Content therein.
- B. You understand that when accessing the Website, you will be exposed to Third-Party Content from a variety of sources, and that INKARNATE is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content. You further understand and acknowledge that you may be exposed to Third-Party Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against INKARNATE with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless INKARNATE, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Website and Platform.

INKARNATE does not endorse any Third-Party Content submitted or posted on the Website by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and INKARNATE expressly disclaims any and all liability in connection with Third-Party Content. INKARNATE does not permit copyright infringing activities and infringement of intellectual property rights on its website, and INKARNATE will remove all Third-Party Content if properly notified that such Third-Party Content infringes on another's intellectual property rights. INKARNATE reserves the right to remove Third-Party Content without prior notice.

Licensing

Free License. Upon acceptance of these Terms of Use, INKARNATE grants to you a non-transferable, non-sublicensable, non-exclusive, world-wide, royalty free license to use the Website and Platform to create User Content for personal, non-commercial uses, as permitted hereunder. Except as provided in these Terms of Use, you may not transfer, redistribute or sublicense the Platform. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website or Platform, any updates, or any part thereof. You shall own all rights to any User Content created using the Website or Platform, but you shall not have the right to sell, publish, license or otherwise commercially exploit such User Content unless you purchase a Commercial License to the Inkarnate Pro version of the Platform.

Commercial License. Upon acceptance of these Terms of Use and payment of the Commercial License Fee, INKARNATE grants to you a non-transferable, non-sublicensable, non-exclusive, world-wide license to use the Website and the Inkarnate Pro Platform to create User Content for personal and commercial purposes, as permitted hereunder for a period of one (1) year. Except as provided in these Terms of Use,

you may not transfer, redistribute or sublicense the Platform. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website or Platform, any updates, or any part thereof. You shall own all rights to any User Content created using the Website or Platform and shall have the right to sell, publish, relicense and otherwise commercially exploit such User Content. Upon termination of your Commercial License for any reason, you shall have the right to export, use and continue to commercially exploit your User Content, but you shall no longer have the right to use the Website or the Platform to store, modify or edit User Content created using the Inkarnate Pro Platform.

Commercial Licensing Fees

Upon your agreement to these Terms of Use and payment of a Commercial License fee equal to: i) Five Dollars (\$5.00) per month, due on the date you sign up for, or upgrade to, the Inkarnate Pro Platform and every month thereafter on the same date; or ii) Twenty-Five Dollars (\$25.00) per year due on the date you sign up for, or upgrade to, the Inkarnate Pro Platform and on or before the anniversary date thereof (“Commercial License Fee”), you shall obtain the Commercial License set forth herein. Upon payment of the then current Commercial License Fee Such Commercial License shall be automatically renewable for an additional period of one (1) month or one (1) year depending on the Commercial License Fee paid. In the event you fail to make timely payment of any Commercial License Fees, or you attempt to use the Website or Platform and commercially exploit any User Content without paying the Commercial License Fee, Licensee shall be deemed in material breach of these Terms of Use and INKARNATE may take action to secure its rights. Interest will accrue immediately on any unpaid Commercial License Fees at a rate of eighteen percent (18%) compounded annually. You agree to pay any reasonable costs, including, but not limited to, reasonable attorney’s fees of twenty-five percent (25%) of any amount due and owing, expert witness fees, and court costs incurred by INKARNATE to collect any amount unpaid.

Use of the Login Portal

The Website features a member portal that is accessible to you once you sign up for an account. You can either sign up for an account by providing an email address and password, or by signing in with Facebook. This portal may contain your stored information based on your previous and ongoing interactions with the Website, and your stored information on Facebook. You agree that INKARNATE assumes no responsibility for the accuracy and completeness of information contained in this portal. This information will be accessible only to you once you log in either by using your username and password, or by logging in through your Facebook account, and shall not be made accessible to the general public.

Feedback

Any questions, comments, suggestions, or other information about INKARNATE products or services submitted to INKARNATE through this Website (“Feedback”) shall be deemed non-proprietary and non-confidential. INKARNATE is free to use, reproduce, disclose and distribute such Feedback in any manner without limitation. INKARNATE specifically prohibits you from sending us any information that you consider to be confidential or proprietary through this Website. Please note that if you do send us any such information or material, the information will be non-proprietary and non-confidential and we can use such information for any reason without any obligation or liability to you.

User Conduct

You agree not to transmit to INKARNATE any information or post, email, or otherwise make any submission ("Submission") that: (i) is unlawful, abusive, harassing, harmful, threatening, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; (ii) is pornographic or depicts a human being engaged in sexual conduct; (iii) harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, race, gender, sexual orientation, ethnicity, age, or disability; (iv) impersonates any person or entity, including, but not limited to, a INKARNATE employee, or falsely states or otherwise misrepresents your affiliation with a person or entity; (v) that includes personal or identifying information about another person without that person's explicit consent; (vi) is false, deceptive, misleading, or deceitful; (vii) infringes any trademark, copyright, patent, trade secret, or other proprietary rights of any party, or is a Submission that you do not have the right or authority to make available pursuant to any law or under any contractual duty or fiduciary relationship; (viii) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement; (ix) constitutes or contains any form of advertising or solicitation if posted in areas of the Website which are not designated for such purposes or emailed to INKARNATE users who have not indicated in writing that they consent to your contacting them about other services, products or commercial interests; (x) advertises any illegal service; (xi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; (xii) disrupts the normal flow of dialogue with an excessive amount of Submissions (flooding attack) to the Website, or that otherwise negatively affects other users' ability to use the Website; (xiii) that employs misleading email addresses, forged headers or otherwise manipulated identifiers in order to disguise the origin of Submissions transmitted through the Website.

Additionally, you agree not to: (i) contact anyone who has requested not to be contacted, or make unsolicited contact with anyone for any commercial purpose; (ii) stalk or otherwise harass anyone through or on the Website; (iii) collect personal data about other users for commercial or unlawful purposes; (iv) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Website; (v) post irrelevant Submissions, repeatedly post the same or similar Submissions or otherwise impose unreasonable loads on our infrastructure; (vi) post any deceptive events; or (vii) attempt to gain unauthorized access to INKARNATE computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Website.

INKARNATE has no obligation to monitor any Submissions or User Content. However, INKARNATE may reject, delete, modify, edit or remove any Submissions or User Content at any time for any reason and INKARNATE may terminate your access to the Website or your account at any time for violation of these Terms of Use or any other reason, without notice. INKARNATE reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in INKARNATE's sole discretion.

External Sites

The Website may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties ("External Sites"). You acknowledge that INKARNATE is not responsible for the unavailability of, or the content located on, any External Site. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

Confidentiality

Certain areas on this Website may contain INKARNATE confidential information. A valid user name and password is required to access those areas. Access by unauthorized persons, and unauthorized use or disclosure of INKARNATE confidential information, is a violation of INKARNATE's rights and is strictly prohibited. By accessing INKARNATE confidential information, you agree to keep this information confi-

dential. You also agree to treat this confidential information with the same standard of care which you apply to your most confidential information, and to not to use the information for any purpose that is unlawful or not permitted by these Terms of Use.

Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit INKARNATE to locate the material;
 - Information reasonably sufficient to permit INKARNATE to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - 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; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our DMCA Agent at: Ingmar Gagen, email: Support@inkarnate.com.. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
- Your physical or electronic signature;
 - Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
 - A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
 - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, INKARNATE may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against INKARNATE, its member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at INKANATE's sole discretion.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE WEBSITE AND PLATFORM IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE AND PLATFORM ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. INKARNATE DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE WEBSITE TO THE FULLEST EXTENT PERMITTED BY LAW. THE WEBSITE DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE OR ACCESSED THROUGH ANY LINKS ON THE WEBSITE TO THE FULLEST EXTENT PERMITTED BY LAW. INKARNATE DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE WEBSITE TO THE FULLEST EXTENT PERMITTED BY LAW. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties. This does not affect the applicability of the disclaimers where otherwise permitted by law.

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UNDER NO CIRCUMSTANCES SHALL INKARNATE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF INKARNATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF THE WEBSITE, PLATFORM, SERVICES, OR THESE TERMS OF USE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE, PLATFORM OR SERVICES, FROM INABILITY TO USE THE WEBSITE, PLATFORM OR SERVICES, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF INKARNATE WEBSITE, PLATFORM OR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you. This does not affect the applicability of the limitations of liability where otherwise permitted by law.

You agree to indemnify and hold harmless INKARNATE, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, vendors, suppliers and employees from any claim or demand, including reasonable attorney fees, expert witness fees, and court costs, made by any third party due to or arising out of any Submissions, your website or organization, your use of the Website, Platform or Services, your violation of the Terms of Use, your breach of any of the representations and warranties herein, or your violation of any rights of any third party.

Compliance with Applicable Laws; Export Control Laws

This Website is operated, in whole or in part, from the United States. User access to this Website is governed by all applicable federal, state and local laws. All information available on the Website and the Platform is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. All INKARNATE products and publications are commercial in nature. INKARNATE does not make any representations regarding the legality of access to or use of this Website, Platform or the information contained therein from other countries. Access in countries where the information contained herein or the products sold through this Website are illegal is prohibited. Users who access this Website from outside of the United States do so at their own risk and are responsible for compliance with applicable U.S. export and local country laws. By using this Website, regardless of where you live in the world, you consent to have your personal data transferred to, processed and collected in the United States in compliance with

the privacy policy.

Governing Law; Entire Agreement

By acceptance of the Terms of Use and/or use of the Website, Platform and their content, you accept the following provisions regarding applicable governing law. These Terms of Use and any claim or dispute arising out of or relating to these Terms of Use, or your use of the Website or Platform, will be governed by and construed in accordance with the State of California, without regard to its choice of law provisions, and not by the 1980 U.S. Convention on Contracts for the International Sale of Goods. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date the cause of action arises, otherwise, such claim is time-barred. Any claim or dispute arising out of or relating to these Terms of Use, the Privacy Policy, or your use of the Website or Platform shall be subject to the exclusive jurisdiction of the state or federal courts in the State of California and you hereby consent and submit to the personal jurisdiction of such courts. Notwithstanding, if you are located, your use of the Website or Platform is, or the infringing act occurs, outside of the United States of America, either party may elect to proceed by arbitration in its sole and absolute discretion. Upon such election, arbitration shall be conducted in the State of California, by the rules of the American Arbitration Association (the "AAA") or the International Centre for Dispute Resolution ("ICDR"), at the discretion of INKARNATE, by a single arbitrator knowledgeable in the software industry, and in accordance with the rules thereof then pertaining. The initially filing fees of the arbitration shall be borne by the parties equally. This section shall not, in the event arbitration is chosen, prevent either party from instituting litigation, in order to obtain standing, and seeking injunctive relief from any United States state or federal court under any law or ordinance or from any other tribunal which may have jurisdiction over the parties. If any action is brought regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, expert witness fees, arbitration costs and other reasonable expenses of arbitration or litigation.

If any provision of these Terms of Use is held to be unlawful, or for any reason, unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. These Terms of Use constitute the entire agreement between you and INKARNATE with respect to the subject matter of the Terms of Use.

Termination

INKARNATE may terminate these Terms of Use and your rights and license to use the Website and Platform at any time for any reason, including a material breach by you of any of these Terms of Use. Upon termination of your rights to Use the Website and Platform, you shall have the right to continue to use all User Content in accordance with the license rights set forth herein.

Contact Us

If you have any questions about these Terms of Use, please contact Customer Service via email at Support@inkarnate.com