

Builder Terms

1. General Terms

- 1.1. The EVERYWHERE platform is brought to life by our Builders who create and build content (“**User-Generated Content**” or “**UGC**”) and share it in EVERYWHERE so other Users can also enjoy it and interact with it. The following rules apply specifically to Builders and their UGC, but they include cross-references to other Terms, including our **Terms of Use** and our **Community Guidelines**, which Builders need to read and comply with as well. Please also refer to our **Glossary** for details on the terminology for the various elements which we have designed to allow you to let your imagination flow, build your own UGC and share it with others in EVERYWHERE.
- 1.2. For details on Build A Rocket Boy’s intellectual property rights, see **Section 6.1** of the **Terms of Use**. Build A Rocket Boy owns and controls all rights to the ARCADIA Toolkit, and all components it contains. The ARCADIA Toolkit is our editor environment in which you can design EVERYWHERE Arcs. The ARCADIA Toolkit includes a large catalogue of Elements and STAMPS with which you can build your own Virtual Items and Arcs.
- 1.3. Build A Rocket Boy also owns and controls all rights to all other Virtual Items that have been designed by, or on behalf of, Build A Rocket Boy.
- 1.4. Subject to your compliance with all Terms, we grant you a non-exclusive, revocable, non-sublicensable and non-transferable license to use the ARCADIA Toolkit, as well as all content made available to you by Build A Rocket Boy for the purpose of UGC creation in EVERYWHERE (including but not limited to Elements, ready-made STAMPS, Skins and Avatars) solely for the purpose of creating, modifying, uploading, publishing and using your UGC in EVERYWHERE.
- 1.5. When creating, modifying, uploading, publishing and using UGC in EVERYWHERE, you must comply with all applicable Terms at all times. In particular, we ask that you familiarise yourself and comply with **Section 8.2** of our **Terms of Use**, and with our **Community Guidelines**.
- 1.6. For any UGC you make available in EVERYWHERE, you warrant that you are its creator and, if applicable, owner or licensee of any incorporated intellectual property rights. Build A Rocket Boy reserves the right to take any action in accordance with **Section 9.7** of the **Terms of Use** if we should become aware of any improper use of third-party content.
- 1.7. For any UGC created by you with the ARCADIA Toolkit and made available in EVERYWHERE, you retain all copyright and unregistered design rights that may adhere to your work by virtue of your creation under the applicable laws. Notwithstanding the foregoing, all rights of Build A Rocket Boy in EVERYWHERE and its individual elements (as provided by us to you) remain our own intellectual property at any time. This applies, in particular, to our rights in Elements, STAMPS and other components that Build A Rocket Boy makes available to you for the creation of UGC.
- 1.8. You may not register any rights (registered design rights, trademark rights) for your UGC without the express written prior consent of us.
- 1.9. You may only use your UGC outside of Everywhere where this is permitted under our Terms, in particular clauses **7.4** and **7.5** of the **Terms of Use**, and where Build A Rocket Boy provides you with the functionalities to export your UGC. In consideration for using EVERYWHERE and for your future potential to earn Data Cubes and Cash Cubes, you grant Build A Rocket Boy a perpetual, worldwide, non-exclusive, royalty-free irrevocable right and license, with the right to sublicense to any person or entity, to host, store, transfer, translate, localize, publicly display, publicly perform (including by means of digital audio transmissions, and on a through-to-the-audience basis), reproduce (including in

timed synchronization to visual images), copy, modify, enhance, distribute and use that UGC, (including, without limitation, creating and using derivative works), including any trademarks you own or control and that are associated with and uploaded to EVERYWHERE for use with that UGC, in EVERYWHERE and in connection with the Services. This includes, but is not limited to, the right to sublicense to other Users the right to transfer, translate, localize, publicly display, publicly perform (including by means of digital audio transmissions and/or on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, enhance, distribute and use that UGC in EVERYWHERE and/or in connection with the Services.

- 1.10. You also agree that Build A Rocket Boy may use your UGC in any media and channels of distribution now known or developed hereafter, in connection with marketing and advertising for EVERYWHERE and the Services or for Build A Rocket Boy. The right to market and advertise EVERYWHERE and the Services using your UGC (ancillary use) will not include any use that is focused solely on promoting that UGC (as reasonably determined by Build A Rocket Boy) without your approval, but Build A Rocket Boy can generally reference your UGC together with other UGC or material without your approval to promote, market or advertise Build A Rocket Boy, EVERYWHERE and/or the Services. Further, to the extent permitted under applicable law, you waive your moral rights in the UGC and agree not to assert such rights or any other intellectual property rights you have in the UGC against us, our licensees or our assignees;
- 1.11. Build A Rocket Boy may also use your UGC for non-commercial and educational purposes in the context of EVERYWHERE and the Services without your approval (ancillary use), as reasonably determined by Build A Rocket Boy.
- 1.12. Beyond the option to use Data Cubes or Cash Cubes as set out in **Section 5.4 (b)** of the **Terms of Use**, Build A Rocket Boy is not required to give you any attribution or compensation, nor is Build A Rocket Boy required to make use of the licenses and rights granted to us in **Sections 1.9 - 1.11**.
- 1.13. Subject to the terms of an individual agreement you may have made with Build A Rocket Boy, you retain the right to update and/or delete any or all of your UGC at any time and at your discretion, unless such an update or deletion should be required by law, in which case you must take any required action to render your UGC lawful and compliant without undue delay. Regardless of any such update or deletion, and regardless of any termination of the Terms or termination or suspension of your Account:
 - (a) Virtual items and UGC you have created which were validly purchased or otherwise validly obtained by other Users may continue to be accessed and used by such Users indefinitely in accordance with and subject to the Terms; and
 - (b) Build A Rocket Boy's rights to use any UGC or other content for which you have granted a license and/or rights to ancillary use according to **Sections 1.9 - 1.11** shall continue in perpetuity.
- 1.14. Build A Rocket Boy reserves the right to delete Data Cubes, Cash Cubes and the entire inventory (including virtual items) after the Alpha Phase has ended. UGC and Display Names are not included in this deletion and can be used in later game phases Authorised Users, in accordance with our Terms applicable at that time.
- 1.15. For any breach of the Builder Terms, **Section 15.6** of the **Terms of Use** applies.

2. Use of Licensed Material in UGC

- 2.1. Build A Rocket Boy may choose to make certain licensed material, including musical works, images, sound effects, recorded speech, video clips, and trademarks, owned and provided by third parties ("**Licensed Material**"), available for Users to use in their UGC.

By doing so, Build A Rocket Boy grants you a non-exclusive, personal, limited, revocable, non-transferable license to use Licensed Material as part of your UGC, only in EVERYWHERE and only during the period for which Build A Rocket Boy makes this material available. You are not, unless informed otherwise by Build A Rocket Boy, required to provide attributions or acknowledgements when using Licensed Material in your UGC.

- 2.2. You may not use Licensed Material to create Arcs or other UGC in which a significant part of the UGC is comprised of the Licensed Material only (for example, UGC where the only part of the UGC experience is listening to a piece of music that is a Licensed Material with no other content) nor may you charge other Users to listen to, watch or stream specific elements of Licensed Material. Whilst your Arcs or other UGC may contain multiple elements of Licensed Material, you should ensure that your Arcs or other UGC are created as a result of your own creative process and original additions, rather than simply a collection of Licensed Material, which is not permitted and may be restricted by us within the ARCADIA Toolkit.
- 2.3. You may modify the Licensed Material to include within your UGC, including sampling, editing or re-arranging the Licensed Material. All modifications of Licensed Material are considered derivative works and will be treated in the same way as the original Licensed Material. Build A Rocket Boy and its licensors retain all rights to derivations of their original material.
- 2.4. You may not export, extract, download or record Licensed Material for use anywhere outside of EVERYWHERE, and you may not enable anyone to do so, with the exception of the uses expressly listed in **Section 7.5** of the **Terms of Use**. Further, you may not use Licensed Material in any way that violates our Terms, and in particular **Section 8.2** of the **Terms of Use**, or in any way that would likely be interpreted as suggesting that you are affiliated with or endorsed by the original rights owner of the Licensed Material. Build A Rocket Boy may, at its sole discretion, revoke your right to use parts or all of the Licensed Material with or without notice, and without any liability towards you, and/or take measures according to **Section 9.6** of the **Terms of Use** if it becomes aware of such conduct.
- 2.5. Depending on the scope of the third-party licenses that allow Build A Rocket Boy to provide Licensed Material to you, Build A Rocket Boy may revoke your right to use specific Licensed Material at any time and for any reason at Build A Rocket Boy's sole discretion, and without incurring any liability to you. In the event of such revocation, Build A Rocket Boy reserves the right to remove any UGC that includes Licensed Material. Note that Build A Rocket Boy will try to avoid situations in which this happens without advance notice, but it might be a necessary measure in our compliance with the rights of our licensors and with applicable laws.

3. **Builder Disputes**

- 3.1. You are responsible for your UGC, and you are responsible for handling any issues relating to your UGC that do not have their origin in the underlying EVERYWHERE infrastructure and environment. If you notice any problems with your UGC that you believe might be caused by EVERYWHERE and our Services, or you wish to raise a dispute regarding another User's use of UGC, please notify us at support@buildarocketboy.com, or use the reporting functionality within the Services..
- 3.2. Otherwise, **Sections 9, 11** and **12** of the **Terms of Use** apply.