

Build A Rocket Boy®

EVERYWHERE Terms of Use

IMPORTANT NOTICE: EVERYWHERE IS CURRENTLY AVAILABLE TO A LIMITED NUMBER OF USERS AS AN EARLY ACCESS, LIMITED TIME, BETA TEST VERSION, MEANING IT IS IN A STATE OF ACTIVE DEVELOPMENT. SUBJECT TO THESE TERMS, ACCESS TO EVERYWHERE IS MADE WITH EXPRESS ACKNOWLEDGEMENT OF THESE CIRCUMSTANCES AND THE RESTRICTIONS THAT ACCOMPANY THEM.

BY ACCESSING EVERYWHERE OR CREATING AN ACCOUNT DURING THE EVERYWHERE BUILDERS BETA TEST (THE "BUILDERS BETA") YOU AGREE THAT:

1. SERVICE INTERRUPTIONS AND ERRORS ARE LIKELY TO OCCUR DURING THE BUILDERS BETA;
2. ANY VIRTUAL OR DIGITAL ITEMS PROVIDED TO YOU OR ACQUIRED BY YOU DURING THE BUILDERS BETA (INCLUDING ANY CASH CUBES AND DATA CUBES AND ANY PROGRESSION YOU MAKE IN EVERYWHERE DURING THE BUILDERS BETA) ARE MADE AVAILABLE TO YOU SOLELY FOR THE PURPOSE OF TESTING DURING THIS LIMITED TIME TECHNICAL TEST AND WILL BE SUBJECT TO RESET, REMOVAL OR DELETION BY BUILD A ROCKET BOY AT ANY TIME DURING, AND AT THE END OF, THE BUILDERS BETA WITHOUT ANY PRIOR NOTICE AND WITHOUT ANY REQUIREMENT FOR COMPENSATION TO YOU OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LIABILITY TO BUILD A ROCKET BOY;
3. AS LIES IN THE NATURE OF THE TESTING STAGE OF EVERYWHERE, FREQUENT CHANGES TO THE SCOPE AND FUNCTIONALITIES OF THE SERVICES WILL BE MADE THROUGHOUT THE BUILDERS BETA, AND YOU CONSENT TO THE FLUID SCOPE OF THE SERVICES UPON SIGNING UP FOR THE BUILDERS BETA; AND
4. USERNAMES AND USER GENERATED CONTENT ("UGC") ARE INTENDED (BUT NOT GUARANTEED) TO REMAIN AVAILABLE BEYOND THE PERIOD OF THE BUILDERS BETA AND ARE INTENDED TO BE USED BY THE ASSOCIATED ACCOUNT OWNER IN OTHER TESTING AND RELEASE PHASES. HOWEVER, AS SET OUT ABOVE, SERVICE INTERRUPTIONS AND ERRORS ARE LIKELY TO OCCUR DURING THE BUILDERS BETA, AND IT IS ENTIRELY POSSIBLE THAT ANY ACCOUNT INFORMATION, UGC OR OTHER CONTENT CREATED BY YOU MAY BE CORRUPTED, DELETED OR OTHERWISE DESTROYED.

1. Introduction

1.1 Build A Rocket Boy Limited ("**Build A Rocket Boy**" / "**we**") provides and maintains the platform EVERYWHERE and certain online functionalities, online play connectivity and interactivity and other features relating to EVERYWHERE, in order to allow you to play, create and connect with others. In this document, EVERYWHERE and all of its

features and services are collectively referred to as the “**Services**”, unless reference is made to individual elements of EVERYWHERE, its features or services, which are then separately identified.

1.2 To maximise the experience of all users of the Services (“**Users**” / “**you**”) and maintain an enjoyable and safe online environment, Build A Rocket Boy has established these Terms of Use that apply to all use of the Services. All policies and terms posted on any of the websites operated by, or on behalf of, Build A Rocket Boy and relating to EVERYWHERE or displayed within and through the Services (together “**Terms**”) are incorporated into these Terms of Use. Please make sure to read them carefully and understand them fully, as the Terms are a legally binding agreement (“**Contract**”) between you and Build A Rocket Boy.

1.3 Certain Terms may only apply to particular parts of the Services. In particular:

1. the [Community Guidelines](#) set out our general expectations and rules for your enjoyment of, and interaction with, the content, experiences and functionalities of EVERYWHERE;
2. the [Advertising Policy](#) governs all information displayed within EVERYWHERE by Users and companies to communicate any kind of message for commercial purposes;
3. the [Privacy Notice](#) explains how we use your personal data that you share with us through your use of the Services;
4. the [Builder Terms](#) govern creation and use of User Generated Content within our Services;
5. the [Brand Usage Guidelines](#) explain how you may make use of certain trade names, trademarks and other intellectual property belonging to Build A Rocket Boy.

1.4 Please also refer to our [Glossary](#), which explains the most important concepts of EVERYWHERE in detail and is considered part of these Terms.

2. General Rules for your Access to the Services and Access During Builders Beta

2.1 By accessing, downloading, installing or using the Services, you agree to be bound by, and to comply with, all applicable Terms.

2.2 You may not use the Services or agree to these Terms of Use or any other Terms if you are under 13 years old.

2.3 If you are between the ages of 13 and the legal age of majority in your jurisdiction, which will typically be 18 years old (“**Minor User**”), you will require a parent or other legal guardian (“**Guardian**”) to allow you to agree to these Terms of Use and the other

applicable Terms. If you are a Minor User, you and your Guardian must both read and accept these Terms of Use and any other Terms. We may immediately suspend your access to the Services if we are not satisfied that acceptance by your Guardian has been given. We may also immediately suspend your access to the Services if you create an Account and falsely indicate that you are not a Minor User when you actually are. Guardians are responsible for the acts of Minor Users when accessing the Services.

2.4 If you (or your Guardian, as may be applicable here and in the following Terms) do not agree to these Terms of Use or any other Terms in full, you may not use the Services.

2.5 The Builders Beta is a closed test. Only Users who are above the age of 16 and approved by Build A Rocket Boy (in its absolute discretion) may access the Services during the Builders Beta ("**Approved Users**").

2.6 Users may apply to take part in the Builders Beta by successfully creating an Account and registering their interest in the Builders Beta. Approved Users will be notified by Build A Rocket Boy via the email address associated with their Account if they have been selected to participate in the Builders Beta. There is no guarantee that by creating an Account a User will be selected to participate in the Builders Beta. Approved Users will lose access to the Services at the end of the Builders Beta and whilst they may be considered for further testing phases, this is not guaranteed.

2.7 During the Builders Beta, Users under the age of 16 may only access the Services for the sole purpose of registering for an Account with their Guardian's permission in order to reserve their username. Notwithstanding anything set out within these Terms (in particular but not limited to **Section 7**) no other access to the Services is permitted by Users under the age of 16 during the Builders Beta.

3. Accounts and Termination

3.1 To use the Services you will need to register for a Build A Rocket Boy Account ("**Account**"). To register for an Account you will need to submit certain information such as a username and a password. Creation and operation of an Account is subject to these Terms of Use and the other Terms.

3.2 If you are a Minor User, in addition to the requirement of **Section 3.1** you will also need to supply us with the name and email of your Guardian so that we can notify them that you have registered for an Account. As above, we may immediately suspend your access to the Services if you provide false information concerning your age during the registration process, or we are not satisfied that your Guardian has given their permission for you to create an Account, or not read and accepted these Terms of Use and any other Terms.

3.3 You warrant and undertake that all the information you supply during registration for your Account is truthful, complete and correct. You accept and understand that you are

obligated to ensure that all information held about you by Build A Rocket Boy is up to date. You can notify an update to your registration details at any time by editing the information contained within your Account or contacting support@buildarocketboy.com.

3.4 If Build A Rocket Boy is notified or otherwise has reason to believe that the information you have provided is fully or partly inaccurate, incomplete or not up-to-date, Build A Rocket Boy has the right to request that you provide updated information without delay. If you fail to provide, correct, update or complete the information as requested, Build A Rocket Boy is entitled to block you from using the Services until you have fully complied with the request.

3.5 Any username and password chosen by or issued to you upon or for registration with Build A Rocket Boy is personal to you and should only be used to facilitate your use of and access to the Services. You agree that you must not disclose your username or password to any third party without Build A Rocket Boy's prior written consent.

3.6 If you believe that the security of your username, password or Account may have been compromised, you must inform Build A Rocket Boy immediately.

3.7 You accept and understand that you are solely responsible for all use of the Services undertaken through your Account and by use of your username and password. Do not share your account name or password with any other person or allow any other person to use your account. Build a rocket boy is not liable for losses or damage resulting from any negligent or improper use of your account name, password, account or any use by any third party that results from failure to comply with these terms.

3.8 To be able to effectively test and play EVERYWHERE during the Builders Beta, we strongly recommend that your system fulfils the following minimum specifications: Operating System: Windows 10, Processor: Intel Core i7-12700 / AMD Ryzen 7 5800X, Memory: 8 GB RAM, Graphics: 6GB of VRAM; NVIDIA GeForce RTX 2070 / AMD Radeon RX 5700 XT, Storage: 80 GB available SSD space. You acknowledge that Build A Rocket Boy and its licensees have no liability in relation to any third-party hardware, software or service you make use of when using the Services.

3.9 You may close your Account and end your Contract with Build A Rocket Boy at any time by asking us to delete your Account by emailing support@buildarocketboy.com or using the "Delete my Account" button within your Account.

3.10 Build A Rocket Boy can terminate the Terms and your use of the Services at any time.

3.11 Without prejudice to other remedies, Build A Rocket Boy may immediately restrict, suspend, or terminate your Account and your access to and use of our Services, or any part of them, if:

1. we have reasonable cause to believe that you are creating problems or possible legal liabilities for, or are infringing the rights of, Build A Rocket Boy, any of our Users or third parties;
2. we have reasonable cause to believe that such restrictions will improve the security of the EVERYWHERE community or reduce our or a User's exposure to financial liabilities;
3. we have reasonable cause to believe that you are violating these Terms (including our Community Guidelines), or any policies of Build A Rocket Boy; or
4. despite our reasonable efforts, we are unable to verify or authenticate any information you provide to us.

3.12 If your Contract and Account have been terminated or suspended by Build A Rocket Boy, you may no longer use the Services.

3.13 In the event of termination of your Contract and Account, the respective rights and duties of Build A Rocket Boy and you will terminate except that all provisions of the Terms which are to expressly survive expiration or termination will remain effective.

3.14 If your Account has been closed and your Contract terminated, you will lose all rights of use you may have acquired during your use of the Services, including your rights in all Data Cubes, Cash Cubes, STAMPS and any other virtual items you have acquired without any compensation owed to you by Build A Rocket Boy, by other Users, or by any other third party.

4. Changes to the Terms and to the Services

Changes to the Services:

4.1 During the Builders Beta, Build A Rocket Boy may regularly update the EVERYWHERE environment and/or our Services. This may happen, for instance, to make new content accessible to you, to enhance existing content, to apply security-related updates or to remove redundant features. Build A Rocket Boy will provide you with any download or installation instructions where necessary. Build A Rocket Boy may apply updates to servers automatically, including updates that remove, add or change features. Build A Rocket Boy may deliver and install local updates automatically. In particular, modifications by you or third parties may not work anymore after an update. Updates of and changes to the Services that are part of the Builders Beta required to ensure their conformity will be deemed to be effective immediately and without notice.

4.2 If you choose not to download or install updates of which you were informed and that are made available to you, some features of our Services, or even the Services in their entirety, may no longer be available, supported, or have all functionalities. In such cases where you decide not to download or install updates or do so in a manner

differently than as instructed by Build A Rocket Boy in any corresponding update instructions, Build A Rocket Boy will not be liable for any faults, defects or under-performing functions which can be attributed to the failure of downloading or installing such updates.

4.3 If at any point you disagree with a change made by Build A Rocket Boy to the Services during Builders Beta, you must no longer use the Services. In such a case, you are entitled to terminate the Contract free of charge pursuant to **Section 3.9**.

Changes to the Terms of Use and/or Terms:

4.4 Build A Rocket Boy may also change these Terms of Use and the Terms independently of changes to the Services as we deem necessary. We will inform you of such changes as detailed in **Section 4.5**. If you do not agree to such changes of the Terms of Use and/or Terms, you must no longer use the Services. In such a case, you are entitled to terminate the Contract free of charge pursuant to **Section 3.9**.

4.5 Build A Rocket Boy will provide you with reasonable advance notice of any updates or changes to these Terms of Use and any Terms by any reasonable means of notification, including email, Account notifications or by posting them on our Services. Updates of and changes to the Services that are part of the Builders Beta required to ensure their conformity, and changes to the Terms of Use and/or other Terms that address such updates of the Services, will be deemed to be effective immediately and without notice.

4.6 Any dispute arising under these Terms of Use and/or any other Terms will be handled in accordance with **Section 11** of these Terms of Use.

5. The EVERYWHERE Economy

5.1 EVERYWHERE provides an advanced in-game ecosystem for Users. It allows you to build virtual items and other forms of UGC to use on the platform.

5.2 During the Builders Beta, you cannot engage in any real-world money (“**Fiat Currency**”, such as Euros, USD or GBP) transactions within EVERYWHERE.

5.3 Build A Rocket Boy provides building elements (“**Elements**”) for UGC creation. You can use Elements to build virtual items, which we call “**STAMPS**” and use and trade them with other Users (to the extent these features are made available during the Builders Beta).

5.4 If Build A Rocket Boy chooses to make Cash Cubes and Data Cubes available to you during the Builders Beta then the following terms apply (to the extent these features are made available during the Builders Beta):

1. Data Cubes and Cash Cubes are the official currencies of EVERYWHERE. You can use them to acquire things like STAMPS. Neither Data Cubes nor Cash

Cubes have any monetary value, and neither is tied to any real-world currency, which means they are not a substitute for Fiat Currency and they don't earn interest. Data Cubes cannot be redeemed for any other currency, whether virtual or Fiat currency, and Build A Rocket Boy is not obligated to exchange your Data Cubes for anything else of value. For more details, see the **Glossary**;

2. When you are provided with or acquire Data Cubes or Cash Cubes, you receive a limited, non-exclusive, non-refundable, non-transferable, revocable license to use them for your personal entertainment, in connection with the Services, and in the ways permitted by the applicable Terms of Use and Terms. You may acquire a limited license to use Data Cubes and/or Cash Cubes as follows:
 1. by solving challenges within EVERYWHERE (Data Cubes only);
 2. by receiving directly from Build A Rocket Boy (Cash Cubes or Data Cubes);
 3. by selling Virtual Items to other Users;
 4. by trading with other Users; or
 5. through other ways that Build A Rocket Boy may sometimes offer at its sole discretion;
3. You may not use or distribute Data Cubes or Cash Cubes except through the Services and as expressly allowed under the Terms. Any use or attempted use of Data Cubes or Cash Cubes that violates the Terms will be void (e.g. automatically cancelled) and may result in immediate termination of your Account and your right to use the Services in accordance with Sections **3.10** and **3.11** of these Terms. Build A Rocket Boy does not recognise or take responsibility for any third-party services that may allow you to sell, transfer, or otherwise use Data Cubes or Cash Cubes outside of EVERYWHERE and its Services, and any such use by you is a violation of the Terms;
4. Build A Rocket Boy may put limits on Data Cubes and Cash Cubes. Except for the limited licenses granted in your license to use Data Cubes and Cash Cubes, Build A Rocket Boy has and retains all rights in Data Cubes and Cash Cubes. This includes the right to modify, revoke, or terminate your license to use them without notice, payment, or liability to you (to the extent permitted by applicable laws). Build A Rocket Boy does not make any guarantees regarding Data Cubes and Cash Cubes, or their availability, quality or value;
5. You can spend Data Cubes and Cash Cubes solely within EVERYWHERE and the Services to acquire STAMPS and other Virtual Items, and other goods and services offered by Build A Rocket Boy or by Users who create content on EVERYWHERE ("**Builders**"), and other uses within EVERYWHERE and the

Services as we may offer from time to time. Spending Data Cubes and Cash Cubes through the Services is solely for your personal entertainment and does not create any legally enforceable contract between you and Build A Rocket Boy or any Builders, and by spending them, you do not acquire any enforceable legal rights as a result of such transactions; and

6. Your license to use Data Cubes and Cash Cubes will end when the Terms expire, your Account is terminated, or in any other way outlined in the Terms. With expiry of the license, you will lose all rights in all Data Cubes, Cash Cubes, Elements, STAMPS and any other virtual items you may have acquired with Data Cubes and Cash Cubes during your use of the Services, without any compensation being owed to you by Build A Rocket Boy, by other Users, or by any other third party.

6. Our Rights in EVERYWHERE

6.1 Build A Rocket Boy asserts and reserves all rights in the Services. The Services are made up of copyright protected works of Build A Rocket Boy and its licensors. Any right, title, interest and ownership right in the Services and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor and other intellectual property rights (“**Intellectual Property Rights**”), in or connected with the Services and each part thereof are owned by, belong to and vest in Build A Rocket Boy or its licensors (subject to our **Builder Terms** and any separate written agreement between you and Build A Rocket Boy, both as they apply solely to ownership of UGC). The Services are protected by copyright law, international copyright treaties and conventions and other laws. All rights are asserted and reserved. The Services may contain certain licensed materials and Build A Rocket Boy’s licensors may act to protect their rights in the event of any breach of the Terms. All trademarks are the property of their respective owners.

6.2 For further information on the use of Build A Rocket Boy’s trade names, trademarks and other intellectual property, please carefully read our **Brand Usage Guidelines**. In respect of the Builders Beta, the Brand Usage Guidelines are subject to these Terms of Use. In the event of any inconsistency between the Brand Usage Guidelines and these Terms of Use, these Terms of Use will override.

6.3 When you upload content of any kind to the Services or create or build content of any kind in the Services, in consideration for using EVERYWHERE: (a) you grant Build A Rocket Boy the 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, localise, 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

content (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 content, in EVERYWHERE and/or 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 content in EVERYWHERE and/or in connection with the Services; (b) you agree that Build A Rocket Boy may use your content in any media and channels of distribution now known or developed hereafter, in connection with marketing and advertising for EVERYWHERE and/or the Services or for Build A Rocket Boy. The right to market and advertise EVERYWHERE and/or the Services using your content (ancillary use) will not include any use that is focused solely on promoting that content (as reasonably determined by Build A Rocket Boy) without your approval, but Build A Rocket Boy can generally reference your content together with other content or material without your approval to promote, market or advertise Build A Rocket Boy, EVERYWHERE and/or the Services; (c) you also agree that Build A Rocket Boy may use your content for non-commercial and educational purposes in the context of EVERYWHERE and/or the Services without your approval (ancillary use), as reasonably determined by Build A Rocket Boy; and (d) to the extent permitted under applicable law, you waive your moral rights in the content and agree not to assert such rights or any other intellectual property rights you have in the content against us, our licensees or our assignees. Unless otherwise agreed in a separate written agreement between you and Build A Rocket Boy, you will not be entitled to any payment or other compensation for your use of any content that Build A Rocket Boy has created or developed.

6.4 We strive to provide you with the best possible service and experience at all times, but cannot guarantee that the Services, and the content provided therein, will always be available, accurate, complete, and up-to-date. You acknowledge and agree that Build A Rocket Boy is not responsible for examining or warranting the content and services provided by third parties or by other Users within EVERYWHERE, and that you will not hold or attempt to hold us liable for any actual or perceived defects of such third-party content and services. You may report content in accordance with the procedures set out in **Section 9** of these Terms of Use, in particular **Section 9.3(a)** and **9.3(b)**.

6.5 EVERYWHERE provides certain builder tools offering unique opportunities and experiences to Users for the creation of UGC. Build A Rocket Boy owns and controls all rights in these tools and all their distinct parts and features. Users may only use these tools in a way that is consistent with the Terms. Using the builder tools does not give the Builder any ownership rights in these tools. For further information on creating UGC, see the **Builder Terms**.

6.6 To help our Users find interesting, engaging and relevant content and UGC within EVERYWHERE, we highlight different types of content on our landing pages. We currently do not accept payment for featuring UGC or boosting the visibility of specific types of content on our landing pages. Our recommendations are based on:

1. The popularity of UGC or ARCs;
2. New content, UGC or ARCs;
3. User ratings of UGC or ARCs;
4. User engagement and retention; and
5. Special promotions, like content or ARCs created or endorsed by our partners.

6.7 Build A Rocket Boy does not accept any unsolicited feedback or ideas, including submissions around concepts, creative ideas, suggestions, stories, scripts, products, games or any other potential creative content (together “**Unsolicited Content**”). By nonetheless providing us with such, you renounce any possible claim against us and our affiliates with respect to any intellectual property rights vested in such Unsolicited Content, including, but not limited to, copyrights. We will also not compensate you in such instance. Any Unsolicited Content will be disregarded to avoid any possible misunderstanding around intellectual property rights vested in our Services. Receiving your submission of Unsolicited Content will not prevent us from offering, promoting, or developing products, services or games that compete with your Unsolicited Content, or working with others to do so. By submitting any Unsolicited Content to us, you are agreeing to these terms. Before, during and after the Builders Beta you may be invited to provide feedback (“**Feedback**”) to Build A Rocket Boy relating to your experience of the Services during the Builders Beta (for instance, but not limited to, via surveys, private Discord server submissions or discussions or via email to us to a dedicated email address that we may notify you of). You hereby agree that to the extent that you provide any Feedback to Build A Rocket Boy or any of its affiliates or to any of their respective employees, agents or contractors, you hereby assign, and agree to assign on a rolling basis, all right, title and interest in and to such Feedback to Build A Rocket Boy and you waive all moral rights and similar rights throughout the world in and to such Feedback.

7. Your License to use our Services (End User License Agreement)

7.1 Your use of the Services is governed by the Terms. Any use, reproduction or redistribution of the Services or parts of them that is not in accordance with the Terms is expressly prohibited.

7.2 Build A Rocket Boy grants (and by accessing, installing and/or using the Services you accept) a limited, non-exclusive right and license to install and/or use at any one time one copy or instance of the Services for your personal, non-commercial use (except where commercial use is expressly permitted under the Terms) on a single computer

(which may include, without limitation, compatible equipment or peripherals) subject to the Terms.

7.3 The Services are licensed, not sold. Your license confers no title or ownership in the Services or any part of them.

7.4 The Services are licensed to you as a single product. Its component parts may not be separated for use on more than one device at a time. You may not, except as expressly provided by the Terms:

1. sell, distribute or otherwise transfer copies or reproductions of the Services or any part of them to any third party in any way;
2. in whole or in part reproduce, translate, reverse engineer, derive source code from, modify, adapt, merge, translate, disassemble, decompile, or create derivative works based on or of the Services, except where applicable law provides otherwise, in which case the product and all end results of such acts shall belong to, vest in and be the exclusive property of Build A Rocket Boy on creation;
3. remove, disable or circumvent any proprietary notices, labels or copy protection software contained on or within the Services;
4. exploit the Services or any parts of them for any commercial purpose (except where commercial use is expressly permitted within the Terms);
5. use the Services or any parts of them for any illegal or immoral purposes;
6. export or re-export the Services or any parts of them or any copy or adaptation in violation of any applicable laws or regulations; or
7. otherwise use, copy, transfer, distribute, rent, lease, loan, sub-license or deal in the Services or any part of or interest in them, in any manner which is inconsistent with these Terms.

7.5 We're excited to see you enjoy EVERYWHERE. As long as you follow the rules set out in our Terms, you can use the Services in the following ways:

1. to play EVERYWHERE. We do not sell EVERYWHERE or the Services to you. We and/or our licensors own the Services and brands or content in the Services, and grant to you a non-exclusive, personal right and licence to access the Services in accordance with the rules set out in these Terms;
2. to use upgrades and updates which we hope to make available from time to time; and
3. to create and submit content in and to the Services (in which case you give us irrevocable rights to the content in accordance with **Section 6.2**).

7.6 Build A Rocket Boy may provide updates according to **Section 4** to the Services that may add, change or remove some features of the Services. We do not, and cannot, guarantee that the Services will always be fully available.

7.7 **Sections 7.1 to 7.6** also apply to additional features that form part of and enhance your use and enjoyment of the Services and that may become accessible later ("**Additional Features**"). Additional Features are part of the Services.

7.8 If your Account is terminated, your right and license to use the Services ends. In that event, you must immediately stop accessing the Services and destroy and erase all copies of the Services in your possession or control and stored on any media whatsoever and on Build A Rocket Boy's request certify that you have done so. For information on termination, see **Section 3**.

7.9 The Services are provided "as is" without warranty or guarantee of any kind, either express or implied, including, with limitation, the implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or noninfringement. We and our licensors do not warrant that the operation of the Services will be uninterrupted or error free or that errors that may occur from time to time can always be corrected.

7.10 These Terms shall not limit any rights you might have as a consumer that may not be excluded under applicable law.

8. Your Use of EVERYWHERE and its Services

8.1 You agree not to violate any provision of these Terms of Use or any other Terms.

8.2 You agree that you will not post, communicate, transmit, build, create or make available to or through the Services any UGC, statement, material, communication or other content, nor engage in any use of the Services that:

1. is unlawful or which gives rise to civil or criminal liability;
2. violates or breaches these Terms of Use or any other Terms;
3. infringes the intellectual property rights that belong to or are licensed to Build A Rocket Boy. Some, but not all, actions that may be infringing are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works of content that belongs to Build A Rocket Boy or someone else;
4. infringes the intellectual property rights of any third party, including, but not limited to, copyrights, trademarks and trade names, patents and design rights;
5. is technically harmful, such as computer viruses, worms, logic bombs or other malicious software or harmful data;

6. circumvents any technical security measures we use to provide the Services and to ensure their security;
7. amounts to unauthentic use, such as accessing the Services with a bot, or scraper technology or any other process or software that intercepts, collects, reads, or mines information from our Services;
8. is abusive, seditious, sexist, pornographic, homophobic, defamatory, libellous, discriminatory, obscene, racist or otherwise contradictory to widespread social moral norms and standards;
9. harasses any person;
10. collects information about Users without their consent;
11. except with the prior written consent of Build A Rocket Boy or otherwise as permitted by, and done in accordance with, the **Advertising Policy** may be deemed advertising, marketing or commercial communication, or promotes the products or services of any person other than Build A Rocket Boy;
12. distributes or posts spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
13. promotes any illegal or unlawful activity, including but not limited to relating to solicitation, gambling or the unlawful sale of tobacco products, alcohol or prescription medicines;
14. contains hate speech, misinformation, incitement to violence, terrorist content, child sexual abuse material;
15. which seeks or attempts to make any arrangement to meet a person under the age of 18 in real life, including grooming;
16. contains any URLs or links to external sites without the prior express consent of Build A Rocket Boy;
17. contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; and/or
18. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

For further guidance on prohibited content, please read our **Community Guidelines** carefully.

8.3 You further agree that in any activity undertaken in relation to your use of the Services you will not in any way conduct yourself in a manner which is unlawful, or

which gives rise to civil or criminal liability, or which might call into disrepute the Services (or any part of them) or Build A Rocket Boy or of any of its licensors.

8.4 If you discover any content which you believe contravenes the Terms, please notify Build A Rocket Boy by emailing us at: support@buildarocketboy.com with all relevant details.

8.5 Some parts of the Services may include or make available content, tools or other materials of third parties (i.e., persons or entities other than Build A Rocket Boy) ("**Third-Party Content and Services**"). Depending on the User's age, this could also include links to other websites, features that let Users link Accounts to other third party accounts, or third-party buttons (e.g., "like" or "share" buttons). Build A Rocket Boy does not control or take responsibility for any Third-Party Content and Services that are accessible through the Services (including how those third parties collect, use and process User information). You understand that using the Services, and any Third-Party Content and Services contained therein, could subject you to third-party fees, terms, and policies, and you agree to pay all such fees and to comply with such terms and policies.

8.6 You understand that when using the Services, you may come across Third-Party Content and Services that:

1. you may consider offensive or objectionable;
2. may or may not be identified as containing explicit language;
3. may contain links or references to objectionable material; and/or
4. may not be available in all countries or languages.

8.7 You agree to use the Third-Party Content and Services at your own risk and that Build A Rocket Boy will not have any liability to you for content (including Third-Party Content and Services) that may be found to be offensive, inaccurate, illegal, unavailable, of poor quality or otherwise. If you do discover any Third-Party Content and Services which you believe contravenes the Terms, please notify us by emailing us at:support@buildarocketboy.com with all relevant details.

8.8 You should, to the extent the Services allow it, back up any data files relevant to your use of the Services to another secure location on a regular basis.

9. Content notification mechanisms and content moderation measures

9.1 Any content posted by you must comply with all applicable laws, the rights of third parties, and with the Terms, including our **Community Guidelines**, for the use of the Services.

9.2 Except where required by applicable laws, Build A Rocket Boy is generally not obligated to proactively check and review any content posted by Users (including, but not limited to, UGC created with ARCADIA) for its legality or compatibility with the rights of third parties. Build A Rocket Boy is free at its own discretion to carry out voluntary checks on its own initiative to identify illegal or incompatible content and to take the appropriate measures in accordance with **Section 9.6**.

9.3 Build A Rocket Boy provides the following mechanisms for notifying Build A Rocket Boy electronically of content you consider illegal or contrary to our Terms:

1. You can report content to Build A Rocket Boy by sending an email to support@buildarocketboy.com.
2. Owners of intellectual property rights have the option to submit notices to report content they believe to infringe their intellectual property rights. You can report any content you consider to be infringing your, or a third party's, intellectual property rights by emailing support@buildarocketboy.com.

9.4 When receiving a notice according to **Sections 9.3(a) and 9.3(b)**, Build A Rocket Boy has the right to forward the content of the notice as well as the data submitted with the notice to the User who has posted the reported content. The identity of the notifying person will only be disclosed to the User who has posted the reported content where this is strictly necessary and permitted under the applicable law.

9.5 In the context of voluntary checks as per **Section 9.2** and the notices under **Section 9.3**, Build A Rocket Boy uses various procedures and tools to identify, review and moderate content. This may include human review, automated review, or a combination of both, depending on the individual case. Whenever automated means have been used to review content with Build A Rocket Boy subsequently taking action with respect to that content, Build A Rocket Boy will inform the User who uploaded the content about the use of automated means to the extent that Build A Rocket Boy's and its Users' legitimate interests do not preclude this.

9.6 Build A Rocket Boy may take one or more of the following actions, at its discretion, if the content uploaded by you infringes the applicable laws, the rights of third parties, and/or the Terms:

1. warn the User;
2. remove content that violates the law, rights of third parties, contracts or our Terms and/or policies;
3. block access to certain content;
4. hide content;
5. decrease the visibility of content;

6. delay the publication of content;
7. restrict use of the Services;
8. temporarily suspend or permanently terminate an Account; and/or
9. temporarily suspend or permanently prohibit a User from using our Services.

9.7 Before temporarily suspending or permanently terminating an Account and/or temporarily suspending or permanently prohibiting a User from using our Services due to the provision of obviously illegal content, Build A Rocket Boy will issue a warning to that User, unless this conflicts with the purpose of the suspension or applicable law. When deciding on a temporary suspension, Build A Rocket Boy will take into account the respective circumstances of the individual case, and in particular if deemed relevant by Build A Rocket Boy, as far as known to us:

1. the gravity, frequency and periods of misuse or violations;
2. the scale and relation of the misuse or the violations to the other usage behaviour; and
3. the intentions of the misuse or violations.

10. Measures concerning other violations

10.1 In addition to your obligations when uploading content, you must not breach nor infringe any applicable laws, the rights of third parties, or the Terms through any other engagement with, and activities within, EVERYWHERE and our Services.

10.2 A breach or infringement within the meaning of **Section 10.1** includes, but is not limited to, if you:

1. provide incorrect information or documents for your Account, fail to keep such information and documents correctly updated, or fail to provide or to correct information or documents upon request by Build A Rocket Boy; and/or;
2. transfer your Account or give third parties access to it (however, if you are a Minor User, your Guardian may have access to your Account); and/or;
3. harm other Users or Build A Rocket Boy.

10.3 In the event of any infringement, Build A Rocket Boy may take the measures set out in **Section 9.6** under the conditions listed there.

11. Internal complaint-handling system and user service

11.1 If you are affected by a measure referred to in **Section 9.6** which Build A Rocket Boy takes in connection with your UGC, you may object to and clarify the facts and

circumstances underlying such a measure by sending us an email which sets out the details to support@buildarocketboy.com.

11.2 If you have submitted a notice of allegedly illegal content to Build A Rocket Boy as referred to in Sections **9.3(a)** or **9.3(b)** and this notice was rejected by Build A Rocket Boy in whole or in part, you may also object and/or request more information through Build A Rocket Boy's internal complaint-handling system by emailing us at support@buildarocketboy.com.

12. Measures in case of abusive notices and complaints

12.1 Build A Rocket Boy is entitled to suspend the processing of notices regarding allegedly illegal content (see **Section 9**) for a reasonable period of time or permanently if the notice submitter has frequently submitted manifestly unfounded notices in the past.

12.2 Build A Rocket Boy is entitled to suspend the processing of complaints within the framework of our internal complaint-handling system (see **Section 11**) for a reasonable period of time or permanently if the complainant concerned has frequently submitted obviously unfounded complaints in the past.

12.3 Before enacting a suspension according to **Sections 12.1 or 12.2**, Build A Rocket Boy will issue a warning, as far as doing so does not conflict with the purpose of the suspension. When deciding on a temporary or final suspension, Build A Rocket Boy will take into account the respective circumstances of the individual case and of these in particular, as far as known to Build A Rocket Boy:

1. the gravity, severity, frequency and periods of the unfounded notices or complaints;
2. the relation of unfounded notices or complaints to other behaviour; and
3. the intentions pursued, as far as identifiable by Build A Rocket Boy.

13. Data Protection and Privacy

13.1 For information regarding the processing and protection of personal data, please see our **Privacy Notice**.

14. Online Safety

14.1 Build A Rocket Boy cares about your personal safety and about the safety of your information.

14.2 We encourage you to be aware of the general risks to personal information and personal security in an online environment.

14.3 If you see any content or materials on our Services that appear to endanger the personal or information safety of yourself or others, please contact us at support@buildarocketboy.com.

15. Liability and Compensation

15.1 We constantly strive to keep EVERYWHERE and our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation, real time availability, and access to our Services, which may be subject to delays beyond Build A Rocket Boy's control.

15.2 To the maximum extent permitted by applicable law, we (including our affiliates, directors, agents and employees) shall not be liable to you under contract, tort (including negligence) or otherwise for any losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

1. your use of or your inability to use our Services;
2. delays or disruptions in our Services;
3. viruses or other malicious software obtained by accessing, or linking to, our Services;
4. glitches, bugs, errors, or inaccuracies of any kind in our Services;
5. damage to your hardware device from the use of our Services;
6. the content, actions, or inactions of third parties;
7. a suspension or other action taken with respect to your Account or a breach of the provisions of **Section 3**; and/or
8. your need to modify practices, content, or behaviour, or your loss of revenues or loss of or inability to do business, as a result of changes to the Terms.

15.3 To the maximum extent permitted by applicable law, you agree that the aggregate liability of Build A Rocket Boy (including our affiliates, officers, directors, agents, contractors and employees) to you for all claims arising out of, or relating to the use of, or any inability to use any part of, the Services or otherwise under the Terms, whether under contract, tort, or otherwise, is limited to 12 months' worth of payments made by you to Build A Rocket Boy or GBP £500, whichever is the higher amount (except as noted otherwise in these Terms of Use or any other Terms).

15.4 To the extent permitted by applicable law, you agree that Build A Rocket Boy's licensors and brand partners, their respective affiliates, employees, suppliers and contractors (excluding Build A Rocket Boy), do not assume any liability or responsibility whatsoever relating to your use of EVERYWHERE, including with respect to any licensor

or brand partner-branded or themed items, assets, ARCs, or any other features, functionality or software in EVERYWHERE that are made available to you by Build A Rocket Boy as a result of a commercial agreement between Build A Rocket Boy and the licensor or brand partner (together “**Brand Materials**”), including: (i) for any loss of such Brand Materials; and (ii) in respect of any loss of profit, loss of revenue, loss of opportunities or loss of use, whether due to a security breach or cyber-attack, or electronic or technological failure, registration errors or for any other reason.

15.5 Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by applicable law.

15.6 You accept sole responsibility for the legality of your actions under the laws applying to you and the legality of any content you upload to any of our Services.

15.7 You will compensate us (including our officers, directors, agents, contractors, affiliates and employees) in full for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of these Terms, your improper use of our Services or your infringement of any law or the rights of a third party.

16. Additional Terms

16.1 If any provision of these Terms of Use or of any other Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

16.2 We may assign our rights and obligations under the Terms without your prior express consent, provided that we assign the Terms as is, or on terms that are no less advantageous to you.

16.3 Our failure to act with respect to an infringement or breach by you or others does not waive our right to act with respect to subsequent or similar infringements. We do not, and cannot, guarantee that we will take action against all infringements or breaches of these Terms of Use and the Terms.

16.4 If you have a dispute with one or more Users (and the dispute is not connected to any breach or infringement by Build A Rocket Boy), you release us (and our affiliates and our and their respective officers, directors, employees, contractors and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

16.5 The policies, guidelines and templates posted on our Services and websites may be changed from time to time. Changes take effect when we post them on our Services and websites. See **Section 3** for details.

16.6 These Terms of Use and any other Terms may not be otherwise amended except through mutual agreement by you and a Build A Rocket Boy representative authorised to do so.

16.7 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. A person who is not a party to the Terms has no right to enforce any term of the Terms, but this does not affect any right or remedy of a third party specified in the Terms or which exists or is available by mandatory applicable laws.

16.8 If Build A Rocket Boy has received your email address in the context of the sale of a product or a service within EVERYWHERE, Build A Rocket Boy may use it for direct marketing of Build A Rocket Boy's own similar products or services provided that Build A Rocket Boy has clearly and distinctly given you the opportunity to object, free of charge and in an easy manner, to such use of your email address upon their collection and on the occasion of each direct marketing message in case you have not initially refused such use.

16.9 To the extent any of the Terms are made available in multiple languages, in case of any discrepancies or conflicts between the English version of the Terms and any other language version, the English version of the Terms will govern and prevail.

16.10 Build A Rocket Boy, EVERYWHERE and the Services are offered by:

BUILD A ROCKET BOY LTD.

A Company Registered in Scotland with Company Number: SC537252

2 Ocean Drive

Leith

Edinburgh

Scotland, EH6 6JB

Email: support@buildarocketboy.com

Additional Terms for Users in the UK

17. Changes to these Terms of Use or any other Terms

Although updates and modifications that address new features of the Services or that are made for legal reasons will be deemed to be effective immediately and without notice, we will still try to give you reasonable notice of any major updates and modifications of this nature before they become effective.

18. Termination of your access to the Services or license to use Data Cubes and Cash Cubes

Build A Rocket Boy will only terminate your access to the Services, or your license to use Data Cubes and Cash Cubes, where we have good reason to do so (including but not limited to where you do not comply with any provision of these Terms of Use or the Build A Rocket Boy Terms).

19. Availability of the Services

We will try to give you reasonable notice of any suspension or withdrawal of the Services.

20. Build A Rocket Boy's warranties in relation to the Services

20.1 We only disclaim warranties or guarantees relating to the Services to the extent permitted by applicable law.

20.2 The warranties implied by law relating to satisfactory quality, merchantability, fitness for a particular purpose and non-infringement will apply to your use of the Services.

21. Third-Party Content and Services

You will only be liable for third-party fees and have an obligation to comply with a third-party's terms and policies, where you agree to do so in a separate agreement with the applicable third-party.

22. Updates

Any update will: (i) be of satisfactory quality; (ii) match the information previously provided to you; and (iii) not cause EVERYWHERE or the Services to no longer match the description previously provided to you.

23. Build A Rocket Boy's liability

23.1 Build A Rocket Boy's liability is only excluded in circumstances where the cause of the loss is entirely unconnected to any act or omission of Build A Rocket Boy.

23.2 Build A Rocket Boy's liability in relation to third-party hardware, software or services shall only be excluded where your use of the third-party hardware, software or service concerns dealings with third-party services.

23.3 Build A Rocket Boy's liability to Users in the United Kingdom in respect of loss of data and loss of reputation shall not be excluded.

23.4 Section 15.3 shall not apply where a User suffers loss due to Build A Rocket Boy's breach of a term implied by consumer law.

24. VAT number

Build A Rocket Boy's VAT number is GB 256908864.

25. Assignment by Build A Rocket Boy

We shall only assign the Terms in circumstances that ensure that your rights under the Terms are not prejudiced.

JOIN THE CONVERSATION

[WEB TERMS OF USE](#)[EVERYWHERE TERMS OF USE](#)[PRIVACY NOTICE](#)

[AMBASSADOR PROGRAM](#)[BRAND USAGE GUIDELINES](#)[COMMUNITY GUIDELINES](#)

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