

# TERMS OF USE

**Last updated on 30th August 2019**

These terms and conditions of use, the Privacy Policy and all supplemental terms, as amended from time to time (the “**Terms**“) govern your use of any online or mobile product, application, website or service or MOTIONX STUDIO account required to access, install or play a product or service offered by Us (“**MOTIONX STUDIO Co., Ltd**”) (“**We**“/”**Us**“/”**Our**“) made available to you (“**You**“/”**Your**“). By accessing or installing any of these MOTIONX STUDIO Applications and Services You accept and agree to be bound by these licence Terms. If you do not agree to these Terms then do not access or use the MOTIONX STUDIO Services.

These MOTIONX STUDIO Applications and Services are made available by MOTIONX STUDIO Limited, a limited company registered in Thailand under registration number 01055 6105 4642, and the registered address is:

MOTIONX STUDIO Co., Ltd  
1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444 Sutthisan Winitchai road  
Ratchadaphisek Dindaeng Bangkok Thailand 10400.

The Terms included in this document form a legally binding contract between You and Us. By using the MOTIONX STUDIO Applications and Services, you affirm that you are at least 20 years of age (or have reached the age of majority if that is not 20 years of age where you live) or that you have reviewed these Terms with your parent or guardian and he or she assents to these Terms on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your

parent or guardian are fully able and competent to enter into the Terms and abide and comply with these Terms.

The MOTIONX STUDIO Applications and Services may include downloadable software provided to You by Us to grant You access to audio visual content within the MOTIONX STUDIO Applications and Services to access content and features of the MOTIONX STUDIO Applications and Services such as downloadable content including virtual items known as “Coins”, “Cash” or other such tokens or virtual in-game items or goods (“**Virtual Items**”) as well as software upgrades from time to time.

The products, applications, website and any content forming part of the MOTIONX STUDIO Applications and Services and the Virtual Items are owned by Us or Our affiliates, subsidiaries, licensors or suppliers.

Subject to these Terms We hereby grant You a personal, non-exclusive, non-transferable limited scope licence to access the MOTIONX STUDIO Applications and Services, all content included within the MOTIONX STUDIO Applications and Services, and where available the Virtual Items solely for Your personal and non-commercial use. **If You breach any of these Terms You may be denied access to the Virtual Items and/or any future updates to the MOTIONX STUDIO Applications and Services and/or We may terminate or suspend this licence.**

Please keep a copy of these Terms for future reference. We may change these Terms for legal, regulatory or security reasons or for any other reason by giving You notice by email or via updates or posting on our website [www.pixeltoys.com](http://www.pixeltoys.com) or by asking You to re-confirm Your acceptance of the Terms. Your continued use of

our website, app(s) or any other aspect of the MOTIONX STUDIO Applications and Services and/or Virtual Items will be deemed Your acceptance of the amended Terms.

## 1. Legal obligations

You confirm that:

- All information and details provided by You are true, accurate and up to date. The rights granted under these Terms are personal to You and You must not make the MOTIONX STUDIO Applications and Services available to anyone else;
- You will comply with the Rules of Conduct relating to Your use of the MOTIONX STUDIO Applications and Services and/or Virtual Items as set out in Section 3 and 4 below, and You will comply with any other restrictions set out elsewhere in these Terms;
- You agree to compensate Us where We pay damages or incur any other loss or expenses (including any legal fees in relation to such claim or damages) following any claim made by a third party in respect of any matter in relation to or arising from Your use of the MOTIONX STUDIO Applications and Services and/or Our services including any breach of these Terms or Your violation of any law or the rights of a third party.
- If We take legal action against You for non-payment or any other breach of these Terms and a court makes an award in Our favour, You will be responsible for all costs allowable by the courts.

## 2. Your Account with MotionX.Studio

### Applications and Services

- Use of certain MOTIONX STUDIO Applications and Services, for example any of our apps may require an account with the platform operator e.g. Oculus/Steam (and/or Us). If you don't already have an account and such account is required, You will be prompted to set one up before downloading our app ("**Your Account**"). Your access to Our apps will be linked to Your Account and You are required to comply with the requirements set out in these Terms together with any operable platform operator terms you may have signed up to in relation to Your Account.
- If any information You provide in connection with Your Account is untrue, inaccurate, out-of-date or incomplete then We reserve the right to refuse Your current and future use of the app and/or Virtual Items and in such event the licence granted to You under these Terms will be suspended and/or terminated.
- We do not have the means to check the identities of people using the MOTIONX STUDIO Applications and Services, including our apps and will not be liable where Your Account is used by someone else. You agree to notify the platform operator (e.g. Oculus / Steam) immediately if you become aware of any unauthorised use of Your Account.
- We reserve the right to remove any content or Virtual Items from any of the MOTIONX STUDIO Applications and Services at Our sole discretion.

### 3. Rules of Conduct

You agree that in using the MOTIONX STUDIO Applications and Services or any part thereof You will not:

- use the MOTIONX STUDIO Applications and Services for any purpose other than for Your personal use;
- reproduce, distribute, publicly display or perform, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, in any manner the MOTIONX STUDIO Applications and Services or any portion thereof;
- access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the MOTIONX STUDIO Applications and Services security measures;
- partake in any behaviour that We deem inappropriate and disruptive, or against the tone and nature of the MOTIONX STUDIO Applications and Services (where user-generated content or an online community exists);
- harass, threaten, embarrass, spam or do anything else to another person that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation or religion (where user-generated content or an online community exists); organise or participate in any activity or group that is harmful, abusive, offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, invasive of personal privacy or encourages conduct that would violate a law or in a

reasonable person's view be objectionable and/or inappropriate (where user-generated content or an online community exists);

- use abusive, offensive, or defamatory screen names and/or personas, whether created through MOTIONX STUDIO Applications and Services or through Third Party Services connected to MOTIONX STUDIO Applications and Services such as but not limited to 'Oculus', 'Steam', 'Game Center', 'Google', 'Facebook' or 'Twitter';
- impersonate any other person, or indicate falsely that You are an employee or a representative of Our or any of Our partners or affiliates;
- promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or counterfeit or legitimate Virtual Items;
- upload any files that contain a virus, trojan, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt the MOTIONX STUDIO Applications and Services or any Virtual Items;
- improperly use any support or complaint buttons or make false or spurious reports to Us; and

where the MOTIONX STUDIO Applications and Services functionality permits it, post or communicate any person's 'real world' personal information using the MOTIONX STUDIO Applications and Services or any chat rooms or forums. You will obey all local laws, regulations and rules that apply to Your activities when You use the MOTIONX STUDIO Applications and Services.

We reserve the right to monitor, access, and/or record any online activity within the MOTIONX STUDIO Applications and Services and You give Us Your express consent to access and record Your activities.

Any breach or potential breach of any of the above rules of conduct shall be determined by Us at Our sole discretion.

Subject to section 1 We have no liability for any loss or damage caused by Your or any third party's violation of the rules of conduct set out in this section 3.

Our apps may include video advertising that may be downloaded onto your device. If you do not wish these video ads to use your mobile device data, you should go to the 'settings' section of your mobile device and deactivate the mobile data for the app.

#### **4. Period or Term of application**

These Terms apply to Your use of the MOTIONX STUDIO Applications and Services at all times, and shall also govern Your use of the MOTIONX STUDIO Applications and Services from the date that You first download the MOTIONX STUDIO Applications and Services and shall continue until You delete the MOTIONX STUDIO Applications and Services or either You cancel Your Account or We terminate this licence.

## 5. Virtual Items

**ALL PURCHASES MADE THROUGH THE MOTIONX STUDIO APPLICATIONS AND SERVICES ARE MADE IN ADVANCE AND ARE NON-REFUNDABLE. TO THE EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS IF WE STOP PUBLISHING THE APP, WEBSITE OR ANY OTHER PART OF THE MOTIONX STUDIO APPLICATIONS AND SERVICES OR IF YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. In the app, our website or any other part of the MOTIONX STUDIO Applications and Services you may obtain from Us (or third party operators who are approved by Us) Virtual Items as We may from time to time introduce for You to obtain.**

When purchasing Virtual Items, Your order will represent an offer to purchase the relevant product(s) which shall be accepted by Us (or our third party operators) when the Virtual Items are made available in Your Account for You to use in the App or any other MOTIONX STUDIO Applications and Services or take payment for the Virtual Item, whichever comes first.

The provision of Virtual Items for use in the app or any other MOTIONX STUDIO Applications and Services is a service provided by Us or authorised third parties, that commences immediately upon acceptance of Your purchase. By ordering Virtual Items You agree to and accept the applicable payment terms of the platform operator.



By purchasing or otherwise acquiring Virtual Items You obtain a non-exclusive, non-transferable limited licence to access such Virtual Items that We expressly make available as part of the MOTIONX STUDIO Applications and Services, and you agree that You have no rights of ownership over such Virtual Items.

The Virtual Items have no monetary value and do not constitute currency or property of any type. “Coins” and “Gold” may only be redeemed for other Virtual Items within the app or other MOTIONX STUDIO Applications and Services as applicable. Virtual Items cannot be sold or transferred, and cannot be exchanged for cash or for any other goods and services, except for other Virtual Items provided for within the appropriate app or other MOTIONX STUDIO Applications and Services. You are not entitled to a refund for any unused Virtual Items.

You agree that We are not responsible for and provide no guarantee relating to the recovery or restoration of any lost Virtual Items, whether they are deleted by You, or lost through the app or other MOTIONX STUDIO Applications and Services due to any virus, bug, glitch or similar error.

## 6. Updates

You agree that the MOTIONX STUDIO Applications and Services may automatically download and install updates, upgrades and additional features that We deem reasonable, beneficial to You and/or reasonably necessary. These Terms shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

## 7. Intellectual property rights

You acknowledge that all intellectual property rights in the MOTIONX STUDIO Applications and Services, all content appearing within the MOTIONX STUDIO Applications and Services and Virtual Items throughout the world belong to Us, Our licensees or affiliates, that rights in the MOTIONX STUDIO Applications and Services are licensed to You and You do not acquire any rights in the app, website, Virtual Items or any other part of the MOTIONX STUDIO Applications and Services other than the right to use the app, website, Virtual Items and MOTIONX STUDIO Applications and Services under the terms of this licence. By content, we mean the software, video, audio, music, text, characters, communications, images, sounds and all material and information included within the App and any related services.

Any use by You of any of Our intellectual property other than as permitted under these Terms may only be undertaken with Our prior express written authorisation. Nothing contained within these Terms shall be construed as conferring any right, whether by implication, estoppel or otherwise, to use any intellectual property in the app, website, MOTIONX STUDIO Applications and Services or Virtual Items other than as expressly permitted in these Terms.

## 8. Termination or Suspension

We may suspend, restrict or terminate Your access to the app, website, Virtual Items and/or any other part of the MOTIONX STUDIO Applications and Services

and consequently suspend or terminate the licence granted to You under these Terms, if:

- You breach of any of the restrictions or provisions in these Terms;
- for reasons of system failure, maintenance or repair or due to events beyond Our reasonable control in accordance with Section 10.5; and/or
- We decide to withdraw the app, website or any other part of the MOTIONX STUDIO Applications and Services from the market for any reason in our sole discretion.

Should We wish to terminate this licence We will notify You in writing by email or within the app, website or other part of the MOTIONX STUDIO Applications and Services as appropriate. **If you do not consent to receiving notices electronically You must stop using the website, app and MOTIONX STUDIO Applications and Services.** Upon termination the rights and the licence granted herein will terminate and you must cease all use of the website, app and/or MOTIONX STUDIO Applications and Services.

## 9. Our limits on Liability and Legal obligations

As a reminder to you, we are under a legal duty to ensure that the app, website and MOTIONX STUDIO Applications and Services comply with the contract between us. If any part of Our app fails to work or otherwise fails to comply with the contract between Us, we will offer You a corrected version of the app where possible or a price reduction by an appropriate amount (unless the app was free to install) in accordance with Your consumer rights. We will only pay compensation to You in

the event the app damages Your device as result of Our failure to exercise reasonable care and skill.

You acknowledge that there is no right to cancel once you have installed the app or other MOTIONX STUDIO Applications and Services as appropriate.

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

We do not accept any liability for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the app, website, Virtual Items and/or the MOTIONX STUDIO Applications and Services.

Access to the MOTIONX STUDIO Applications and Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or due to events beyond Our reasonable control including but not limited to fire, flood, storm, riot, civil disturbance, strikes or other industrial action, war, nuclear accident, terrorist activity and acts of God.

We do not make any representation or give any guarantee (whether express or implied) in respect of the Our MOTIONX STUDIO Applications and Services, including, without limitation, any advice given to You (on a personal or general basis). Nothing in this Section 10 shall restrict Your statutory rights (including Your rights to receive a reasonable standard of service).

Our liability in tort, contract, negligence, non-fraudulent pre-contractual or other representations, or otherwise arising out of or in connection with these Terms and/or in connection with the MOTIONX STUDIO Applications and Services shall be limited in aggregate to the sum paid by You to Us in the one year period prior to any claim issued by You.

## 10. Privacy, Security and Data Protection

Our Privacy Policy is set out at [motionx.studio/privacy](https://motionx.studio/privacy) and details how we collect and use Your personal data and other information regarding Your privacy.

We will cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching any provision of these Terms due to behaviour that may be deemed a criminal offence or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information about You or Your use of the App.

## 11. Online server

We will attempt to ensure the required online services for the application at all times. However, for reasons within or beyond control sufficient services may not be available at all times. We may not be held liable for insufficient online server support or if server support becomes unavailable for a period of time

We reserve the right to end online server support for the application at anytime without notice.

## 12. Jurisdiction and governing law.

In the unlikely event of any dispute between You and Us concerning these Terms, the laws of Thailand will apply, to the extent permitted by local law. If You wish to take court proceedings against Us, You must do so within Thailand.

## 13. Contact Us

If you have any questions or concerns regarding these Terms or of our Services please contact us by email at [info@motionx.studio](mailto:info@motionx.studio)