

TERMS OF USE

Last updated: 28 April 2021

This agreement ("**Terms of Use Agreement**") applies to and governs all use of our application provisionally titled VoxPlop (the "**App**"). **NEXUS STUDIOS GROUP, INC.**, ("**Nexus**", "**we**", "**us**") is a company registered in Delaware, with our registered office at 11601 Wilshire Boulevard, Suite 1840, Los Angeles CA 90025.

If you do not agree with the terms of this Terms of Use Agreement, you may not use, download or install the App. If you have any queries concerning this Terms of Use Agreement you may contact us at: voxplop@nexusstudios.com

1. LIMITED USE LICENCE

Nexus hereby grants a limited, non-exclusive right and licence to you for you to download, install (if applicable) and use the App for your personal, non-commercial use only on compatible devices that are owned by you, subject to the terms of this Terms of Use Agreement. This Terms of Use Agreement and your use of the App does not give you any rights of ownership in any property whether tangible or intangible which remains owned by us or our licensors.

2. END USER OBLIGATIONS

You must not do any of the following with the App except to the extent expressly permitted by this Terms of Use Agreement:

- sell, copy, reproduce, translate, communicate, reverse engineer, publish, distribute, rent, loan, sub-license, derive source code from, modify, adapt, merge, disassemble, decompile, create derivative works based on or otherwise transfer or deal in copies or reproductions of the App or any part or interest in it to other parties in any way (except where the App expressly permits you to take screen grabs from the App);
- engage in any act that Nexus deems to be in conflict with the spirit or intent of the App including without limitation using cheats, exploits, automation software, bots, hacks, mods or any unauthorised third-party software designed to modify or interfere with the App;
- attempt to gain unauthorised access to the App or to the computers, devices, servers, or networks connected to them by any means other than the user interfaces provided by Nexus; or
- use the App for any illegal or immoral purposes.

3. TERMINATION

This Terms of Use Agreement and the licences granted by it are effective until terminated. We may temporarily or permanently discontinue the App, at any time for any reason.

You may terminate this Terms of Use Agreement at any time and for any reason by deleting and removing the App from your device.

We may terminate this Terms of Use Agreement if you fail to abide by any of the terms and conditions of this Terms of Use Agreement at any time.

Without prejudice to the other provisions in this Terms of Use Agreement, we may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you and you will not be entitled to any compensation or any refund.

Following termination of this Terms of Use Agreement for the App for any cause, you will no longer be permitted to use the App and you will be required to delete the App from your devices. Please be aware that, where applicable, any information or data relating to your App user account (where applicable) may thereafter be deleted and/or become inaccessible.

4. WARRANTY AND LIMITATION OF LIABILITY

To the maximum extent permitted by law the App is provided on an "as is" and "as available" basis without any other warranty or guarantee of any kind (express or implied) other than those set out in this Terms of Use Agreement.

This App may still be in beta testing when you use it and may have bugs or errors and may not provide you with the best user experience. We do not undertake to correct any of those bugs or errors.

Save in circumstances where liability cannot be limited by law or for fraud, death or personal injury caused by Nexus' negligence, Nexus and its licensors' maximum liability to you will be limited to \$100.

5. USER RULES

You further agree that you will not in any way conduct yourself in a manner which is illegal or which gives rise to civil or criminal liability or which might call into disrepute Nexus or the App.

6. INDEMNITY AND REMEDIES

You hereby indemnify (agree to compensate), and agree to defend and hold Nexus and Nexus' affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, claims, costs and expenses (including legal expenses and lawyers' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Terms of Use Agreement or claims arising directly or indirectly from your use or misuse of the App, and any negligent or improper use of your device, password and username; and / or any use otherwise than in accordance with the terms of this Terms of Use Agreement. You shall fully cooperate with Nexus in the defence of any such claim and Nexus reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Nexus' licensors shall be third-party beneficiaries under this Terms of Use Agreement and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

7. CHANGES TO THIS TERMS OF USE AGREEMENT

We may update the terms of this Terms of Use Agreement from time to time for any reason by posting the updated version to our App but changes to the Terms of Use Agreement take effect only where they are permitted by law. Every time you launch the App on your device, install or otherwise use the App you are deemed to have accepted the latest version of this Terms of Use Agreement in place at that time.

8. GENERAL

This Terms of Use Agreement constitutes the entire agreement between Nexus and you in respect of its subject matter.

We may transfer our rights and obligations under this Terms of Use Agreement to another organisation (such as, without limitation, in the event of a business restructure or acquisition).

Except where expressly stated to the contrary in this Terms of Use Agreement, no third party shall be entitled to enforce any term of this Terms of Use Agreement.

This Terms of Use Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of California and the courts of California shall have exclusive jurisdiction.