



AGREEMENT

This Agreement (“**Agreement**”) is entered into between Magic Leap, Inc., a Delaware corporation (“**Magic Leap**”), and The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida (“**SBBC**”), this _____ day of _____ 2019 (the “**Effective Date**”).

WHEREAS, Magic Leap, a technology company with headquarters in Plantation, Florida, produces the **Magic Leap One Creator Edition**, a head-mounted spatial computing device (“**Magic Leap One**”); and

WHEREAS, SBBC wishes to purchase Magic Leap One devices and, in consideration of SBBC’s purchase of Magic Leap One units as described in Section 7 below, Magic Leap wishes to provide SBBC (and its selected faculty, staff, administrators and students (where appropriate)) with certain training and support services regarding Magic Leap One and spatial computing technology, including the provision of Training Sessions, Additional Support and Training Materials, each as defined below (collectively, the “**Services**”). This Agreement describes the terms and conditions pursuant to which Magic Leap will provide such Services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals

The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. Training Sessions

Magic Leap will provide select SBBC faculty, staff and administrators with Magic Leap One training courses and bootcamps as described on **Attachment A** to this Agreement (each, a “**Training Session**”). The specific time, date and location of each Training Session must be mutually agreed to by the parties in advance. SBBC may designate certain faculty members, staff members and administrators that it wishes to participate in any Training Session (each, a “**Participant**”), but the total number of Participants in each Training Session must not exceed the totals set forth on **Attachment A**. The parties expect that all Training Sessions will take place either at Magic Leap’s headquarter offices (located in Plantation, Florida), or at a third party location provided by SBBC.

3. Additional Support

2.01 Magic Leap will provide SBBC faculty, staff, administrators and students (where appropriate) with reasonable access to Magic Leap resources for the purpose of providing SBBC with advice, recommendations, Q&A support, and other general support for SBBC’s promotion of spatial computing technology (focusing on Magic Leap One) within the SBBC community as further described on **Attachment A** (collectively, the “**Additional Support**”). For the avoidance of doubt, Magic Leap’s performance of the Additional Support is primarily an advisory service for SBBC faculty, staff and administrators and an advocacy/educational service for SBBC students.



2.02 Magic Leap and SBBC may, in the future, identify additional opportunities to work together in the spatial computing space. Any such future services or collaboration opportunities must be separately agreed to by the parties in writing (either via an amendment to this Agreement or separate written agreement).

4. Training Materials

Magic Leap may provide SBBC with certain learning resources, training materials and other materials in connection with the provision of Training Sessions and Additional Support, such as PowerPoints, course outlines (e.g., mock syllabi and advisory materials), descriptions of Magic Leap One, or other documentation (collectively, the “**Training Materials**”), Magic Leap hereby grants SBBC a limited, non-exclusive right to use such Training Materials solely in connection with the internal, non-commercial use of Magic Leap One. The foregoing license to SBBC includes the right of each Participant in a Training Session, and any other faculty, staff, administrators who are provided with Training Materials in the course of this Agreement to use the Training Materials in accordance with the foregoing (collectively, the “**Recipients**”). SBBC and all Recipients are prohibited from copying, distributing, modifying or making derivative works of the Training Materials in any form or media, except to provide the Training Materials to SBBC students solely in connection with a district course offering and solely for educational purposes. If SBBC (including any Recipient) wishes to use any Training Materials for commercial purposes, each such use must be separately agreed to by Magic Leap in writing (in each instance) and separate terms and conditions may apply. Magic Leap has the full right to control the type of Training Materials used and provided in each Training Session or provided in connection with the Additional Support. SBBC will provide Magic Leap with advanced notice prior to using Training Materials for direct integration within a SBBC course offering.

5. Intellectual Property

Magic Leap retains all right, title and interest in and to the Services (including the Training Materials, Additional Support, the Magic Leap Trademarks (defined below) and any other documentation, deliverables, technology or materials provided in connection therewith, and any and all modifications, derivative works or improvements to and of the foregoing created in connection with or related to this Agreement) and all intellectual property rights in and to the foregoing. Except for the limited license to Training Materials granted in Section 4, or the rights granted in Section 12 (if any), no other licenses whatsoever have been granted by Magic Leap, expressly, or by implication or estoppel, by the provisions of this Agreement.

6. Magic Leap Resources

Magic Leap may, at its discretion, engage affiliates, assistants, subcontractors, employees, substitutes, helpers, and other individuals to provide the Services.

7. Magic Leap One

7.01 SBBC shall purchase **60 units** of Magic Leap One Creator Edition as consideration for Magic Leap’s



performance of the Services hereunder. (For the avoidance of doubt, SBBC is expected to obtain **30 additional Magic Leap One units** from additional sources other than such unit purchases, such as via donations directly from Magic Leap and other third parties (i.e., the Panthers Foundation)).

7.02 Magic Leap will not be obligated to perform Services under this Agreement until it receives full payment for SBBC' purchase of the **60 units**.

7.03 SBBC acknowledges and agrees that SBBC's purchase and use of Magic Leap One, and any developer tools and related services for Magic Leap One available publicly (i.e., SDKs, sample code and similar assets, learning resources, etc.), is governed by Magic Leap's standard terms of sale, end user license agreements, terms of service, account terms, reference copies of which are attached as composite **Attachment B** (includes **B1, B2, B3, B4, B5, B6 and B7**) collectively, the "**Magic Leap Terms**").

7.04 For SBBC's reference, **composite Attachment B** (includes **B1, B2, B3, B4, B5, B6 and B7**) contains copies of the standard Magic Leap Terms in effect as of the Effective Date of this Letter Agreement, including Magic Leap's Terms of Sale, Return and Warranty and reference copies of the current versions of Magic Leap's Lumin End User License Agreement, Account Terms, Creator Agreement, Privacy Policy and Safety Guide. Magic Leap expressly acknowledges and agrees that certain provisions within its Magic Leap Terms may be either inapplicable to SBBC or unenforceable by Magic Leap against SBBC as a matter of applicable law due to the fact that SBBC is a public entity. The State of Florida may have enacted certain laws, statutes and other legislation that apply to the parties' relationship which cannot be derogated, modified or superseded by contract, whether in this Agreement or the Magic Leap Terms.

To the extent there is any conflict between the Magic Leap Terms (including any updates that Magic Leap may make to the Magic Leap Terms for all customers from time-to-time) and the terms of this Agreement, the terms of this Agreement will control. If Magic Leap makes any updates to the Magic Leap Terms, Magic Leap will notify SBBC of such updates when Magic Leap notifies all customers of such updates. If SBBC reasonably believes any updates are materially adverse to SBBC, SBBC will have the right to notify Magic Leap within 30 days after its receipt of such notice and the parties will negotiate such updates in good faith (even if, for the avoidance of doubt, SBBC clicks-through any updates to the Magic Leap Terms). If SBBC does not notify Magic Leap within such 30-day period, then the updates will be effective against SBBC at the end of such 30-day period.

7.05 SBBC acknowledges that use of each Magic Leap One device requires the creation of an associated Magic Leap ID. Pursuant to the Magic Leap Terms, an individual user must be 18 or older to create a Magic Leap ID. A Magic Leap ID is also required to access certain Magic Leap developer tools, resources and services (like those available on the Magic Leap Creator Portal). **SBBC acknowledges and agrees that only faculty, staff and administrators will create Magic Leap IDs in connection with the use of the Magic Leap One units to be purchased by SBBC as contemplated in this Agreement (and any other Magic Leap One units that SBBC may otherwise purchase or obtain)**. Notwithstanding anything in the Magic Leap Terms to the contrary, Magic Leap agrees that SBBC may permit students who are teenagers between the ages of 14 and 18 to access and use Magic Leap One devices, developer tools, resources and services and other components of the Magic Leap platform under the Magic Leap IDs created by SBBC faculty, staff and administrators. As between SBBC and Magic Leap, SBBC will be responsible for understanding the data collected by the Magic Leap platform and available choices and settings that may impact such data collection, selecting configurations/settings appropriate for use as contemplated in this Agreement for the SBBC-controlled accounts, and informing students and parents of the same.



7.06 **The Magic Leap platform is not intended for use by children under the age of 14. Please refer to the [Magic Leap Privacy Policy](#), (a reference copy of which is provided in composite Attachment B) and information available on each Magic Leap One device for more information.** SBBC will follow the recommendations and usage guidelines set forth in the [Magic Leap Safety Guide](#) in connection with the use of Magic Leap One devices by teenagers age 14 to 18 (a reference copy of which is also provided in composite Attachment B). The parties agree that **composite Attachment B** shall be hereby amended by interlineation, as follows: Any and all provisions, within **composite Attachment B**, which state that SBBC acknowledges or admits that Magic Leap suffers immediate and irreparable injury and that Magic Leap is not required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security is hereby deleted. SBBC hereby opts out of any and all arbitration with Magic Leap; and district staff will send an email to arbitration@magicleap.com to confirm same.

7.07 SBBC acknowledges and agrees that no student education records protected by the Family Educational Rights and Privacy Act (FERPA) and similar state laws shall be disclosed by SBBC (including by any faculty, staff, administrations or student) pursuant to this Agreement or in connection with any Magic Leap product or services provided pursuant to the Magic Leap Terms.

7.08 Magic Leap warrants that it will provide the products and services in a professional manner consistent with general industry standards.

8. Fees for Magic One and No Fees for Services

8.01 **Fees.** Within thirty (30) calendar days of Magic One's submittal of an appropriate invoice, SBBC shall pay Magic Leap One Hundred Thirty-Three Thousand, One Hundred Twenty-Five Dollars and 00/100 Cents (\$133,125.00) for sixty (60) units of the Magic Leap One Creator Edition and fifteen (15) cases for the Magic Leap One Creator Edition.

8.02 **No Fees for Services.** In consideration of SBBC's purchase of sixty (60) Magic Leap One units, the Services described in this Agreement shall be provided by Magic Leap to SBBC free of charge.

9. Term, Termination and Survival

The term of this Agreement commences on the Effective Date and continues in effect until the earlier of August 7, 2021 or the completion of all Services contemplated hereunder. Either party may terminate this Agreement at any time, with or without cause, with thirty (30) days written notice to the other party. All representations and warranties made herein, terms pertaining to intellectual property rights, indemnification obligations, obligations of confidentiality, , and any other obligations that must survive as a matter of applicable law shall survive the termination of this Agreement.

10. Warranty Disclaimers; Liability Terms

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THE SERVICES (INCLUDING ALL TRAINING SESSIONS, ADDITIONAL SUPPORT AND TRAINING MATERIALS) ARE PROVIDED BY MAGIC LEAP ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT). NO ORAL OR WRITTEN INFORMATION OR



ADVICE GIVEN BY MAGIC LEAP OR MAGIC LEAP'S AUTHORIZED REPRESENTATIVES WILL CREATE A REPRESENTATION OR WARRANTY FOR THE SERVICES. IN NO EVENT WILL MAGIC LEAP BE LIABLE TO SBBC OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE SERVICES OR TRAINING MATERIALS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MAGIC LEAP HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SBBC ASSUMES ALL RISK ASSOCIATED WITH ITS RECEIPT AND USE OF THE SERVICES AND TRAINING MATERIALS.

Magic Leap will indemnify, defend and hold harmless SBBC and its officers, employees, and agents (collectively, the "**Indemnified Parties**") from and against any and all third-party actions, claims, liabilities, assertions of liability, losses, costs and expenses, to the extent resulting from the gross negligence, fraud or willful misconduct of Magic Leap in connection with the performance of this Agreement. The Indemnified Parties will: (a) give prompt written notice of any claim to Magic Leap once the Indemnified Parties become aware of such claim; (b) allow Magic Leap to control the defense and settlement of any claim; and (c) at Magic Leap's request and expense, provide reasonable cooperation to Magic Leap in the defense or settlement of any claim.

SBBC's liability under this Agreement is limited by Section 768.28, Florida Statutes.

During the term of this Agreement, Magic Leap will procure and maintain, at its sole cost and expense, comprehensive general liability insurance (including, without limitation, product liability insurance, general liability insurance and intellectual property insurance) to protect against liability under this Agreement in amounts equal to at least one million dollars (\$1,000,000) per occurrence combined single limit and two million dollars (\$2,000,000) annual aggregate.

11. Confidentiality & Feedback

11.01 SBBC acknowledges that it may be exposed to confidential information relating to Magic Leap's products and services and Magic Leap's business and/or personnel ("**Confidential Information**"). Unless such Confidential Information is considered a public record pursuant to Chapter 119, Florida Statutes, that is not subject to a statutory exemption, SBBC will not directly or indirectly disclose any such Confidential Information to a third party and will not use such Confidential Information except as needed in connection with the Services to be performed under this Agreement. SBBC will secure and protect such Confidential Information in a manner consistent with the maintenance of Magic Leap's rights therein (but in no event, using less than reasonable care), and will take appropriate action by instruction or agreement with its personnel (including, without limitation, its faculty, administrators, staff,) who are permitted access to such information on a "need to know" basis to satisfy its obligations hereunder (the "**Authorized Representatives**"). In any event, SBBC will be responsible for a breach of this provision by its Authorized Representatives, when such Authorized Representatives have received Confidential Information when acting within the scope of their employment up to the limits of Section 768.28, Florida Statutes. The foregoing obligation with respect to Confidential Information does not apply to information which is or becomes public knowledge by acts without violation of this Agreement or third party wrongdoing. If SBBC is required to disclose the Confidential Information by law or by subpoena or order issued by a court of competent jurisdiction (each, an "**Order**"), SBBC will give Magic Leap prompt written notice of the Order after receiving it (if legally permitted) and cooperate fully with Magic Leap prior to disclosure to provide



Magic Leap with the opportunity to interpose any and all objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief (at Magic Leap's option and expense). Such SBBC cooperation shall not be construed to cause SBBC to incur any expense or to be in noncompliance with any or all laws.

11.02 If SBBC provides Magic Leap with feedback, ideas, comments or suggestions regarding the Services, Magic Leap One or other Magic Leap technology, services or products (collectively, "**Feedback**"), SBBC hereby grants Magic Leap a non-exclusive, perpetual and irrevocable license to use and exploit such Feedback for any purpose, including to incorporate such Feedback within its products and services, without providing payment or any other consideration to SBBC. Magic Leap has no confidentiality or other obligations with respect to Feedback.

12. Co-Marketing and Publicity

12.01 SBBC will not, without the prior written consent of Magic Leap in each instance, use the name, service marks, or trademarks of Magic Leap or its affiliates for any marketing or publicity purposes, including in any press release, social media postings, promotional materials, course guides, advertising, or publicity release.

12.02 If the parties mutually agree on any marketing or promotional activities as described above, each party (in such capacity, "**Licensor**") hereby grants to the other party (in such capacity, "**Licensee**") a non-exclusive, non-transferable, non-sublicensable license to use the "**Licensor Trademarks**" (i.e., the SBBC Trademarks where SBBC is the Licensor, and the Magic Leap Trademarks where Magic Leap is the Licensor) solely in connection with such activities. Any Licensee use of the Licensor Trademarks shall be (i) in accordance with Licensor's trademark usage policies, which are subject to update and revision by the Licensor from time to time, and (ii) subject to Licensor's prior written consent in each instance (email is acceptable) or for a blanket use case as approved by Licensor in writing describing the blanket use case that is approved. At Licensor's written request at any time, Licensee will send to Licensor for its prior written approval the text and layout of all proposed forms of all materials incorporating the Licensor Trademarks. Nothing contained in this Agreement shall give Licensee any interest in the Licensor Trademarks, and all use of the Licensor Trademarks and goodwill derived therefrom shall inure to the benefit of Licensor.

13. Miscellaneous

13.01 **Governing Law and Venue.** Notwithstanding any other provision, any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

13.02 **Entirety of Agreement.** Except as otherwise set forth in this Agreement, the terms and conditions of this Agreement supersede any prior or contemporaneous agreement on this topic. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that (except for the



Magic Leap Terms) there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13.03 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The failure of either party to enforce any aspect of this Agreement is not a waiver to do so later. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be interpreted to the maximum extent possible given the intent of the parties, or eliminated so that this Agreement will otherwise remain in full force and effect and enforceable. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

13.04 **Independent Contractor.** The parties agree that Magic Leap shall perform its duties under this Agreement as an independent contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. All personnel employed or retained by Magic Leap who perform duties related to this Agreement shall remain under the supervision, management, and control of Magic Leap. Additionally, neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

13.05 **Assignment.** SBBC may not assign its rights under this Agreement without the prior written consent of Magic Leap. Magic Leap may assign its rights under this Agreement upon notice to SBBC. Subject to the foregoing, this Agreement will be binding upon, will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

13.06 **Compliance with Laws.** Each party will comply with all federal, state and local laws that apply to its performance of its obligations or exercise of rights under this Agreement, including all applicable U.S. export control laws regarding the export of items, software or technology.

13.07 **Counterparts.** This Agreement may be executed by the parties by exchange of signature pages by mail, facsimile, email or other electronic means (if email or electronically, signatures in Adobe PDF, via electronic signature or similar format), in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument.

13.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Magic Leap shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Magic Leap shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Magic Leap shall ensure that



public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Magic Leap does not transfer the public records to SBBC. Upon completion of the Agreement, Magic Leap shall transfer, at no cost, to SBBC all public records in possession of Magic Leap or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Magic Leap transfers all public records to SBBC upon completion of the Agreement, Magic Leap shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Magic Leap keeps and maintains public records upon completion of the Agreement, Magic Leap shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORD REQUESTS @BROWARDSCHOOLS.COM](mailto:RECORD_REQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

13.9 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

13.10 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

13.11 **No Waiver of Sovereign Immunity.** Notwithstanding any provision in this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13.12 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

13.13 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day



period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience.

13.14 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

13.15 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

13.16 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

13.18 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

13.19 **Order of Precedence.** In the event of conflict between the provisions of the Agreement and the provisions of **Attachment A** and the Magic Leap Terms (reference copies of which are attached in composite **Attachment B**, then the provisions of this Agreement takes precedence.

14. Notice

When any of the parties' desire to give notice to the other under this Agreement, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as



the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Innovative Learning The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To Magic Leap:	Magic Leap, Inc. 7500 W. Sunrise Blvd. Plantation, FL 33322 SVP, Legal & Compliance legal@magicleap.com

15. Attachments

Attachment A - Description of Services and **composite Attachment B - Reference Copies of Magic Leap Terms** attached hereto.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Magic Leap, Inc.
Date: 2019.08.28 12:19:29 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



FOR MAGIC LEAP:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

MAGIC LEAP, INC.

By [Signature]
Signature

Printed Name: Hendrik Vlietstra

Title: COO



8-28-2019
DATE INITIALS ZM
INITIALS ZM

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of August, 2019 by Hendrik Vlietstra of

Name of Person

Magic Leap, Inc on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 9/25/2021

[Signature]

Signature - Notary Public

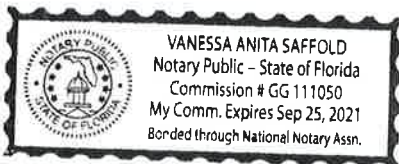
Vanessa A. Saffold

Printed Name of Notary

GG 111050

Notary's Commission No.

(SEAL)





Attachment A

Description of Training Sessions:

1. ML1 Onboarding

- **Description:** A practical, hands-on learning experience that delivers the fundamental theories, concepts and skills to jump-start spatial computing development journeys for Participants with relevant programming language experience (C# / C++), exposure to 3D game engines (i.e., Unity) and other necessary technical prerequisites. *Note:* Magic Leap will provide SBBC with a list of technical prerequisites in advance to ensure that only Participants with the appropriate knowledge base participate in this Training Session. SBBC may download and distribute this prerequisite list to faculty, staff and administrators within the SBBC system, but further download and distribution is prohibited.
- **Maximum Number of Participants:** Up to 15 Participants/Training Session.
 - Participants may include *District Facilitators* (STEM + Computer Science Applied Learning leaders, CTACE leaders, Innovative Learning leaders, and Secondary Learning leaders), *Teacher Mentors* (select teachers that will champion the integration and use of spatial computing technology in their particular schools and Board zones) and/or *Foundations of Programming through Spatial Computing Pilot Teachers* (see description below).
- **Maximum Number of Training Sessions:** 1
- **Timing:** (Specific time, date and location to be mutually agreed to by the parties in advance)
- **Magic Leap One Requirements:** 1 Magic Leap One unit is required per Participant in this Training Session.
- **Magic Leap Responsibilities:** A Magic Leap resource will manage this program and work with Participants to complete all program activities.
- **Note:** Under this Agreement, SBBC will receive Magic Leap’s standard “ML1 Onboarding” offering with no customization; Magic Leap and SBBC can explore and modify standard learning materials at SBBC’ request, but such modifications may be subject to additional fees.

2. **Description of Additional Support:**

Magic Leap may perform Additional Support for SBBC by participating in the following activities, opportunities and events. While Magic Leap will use reasonable efforts to provide Additional Support for such activities, opportunities and events where requested by SBBC, Magic Leap’s participation is ultimately in its discretion.

- **SBBC’ “Mobile Spatial Computing Sandbox” initiatives:** SBBC plans to deploy and circulate Mobile Spatial Computing Sandboxes (“**Mobile SCS**”) across the district for out-of-classroom learning, experimentation, rapid prototyping and piloting course content (i.e., discreet lessons or modules). Magic Leap may participate in kick-off events, provide advice, technical support, mentorship and other support for the Mobile SCS initiative (e.g., guidance on logistical deployment of the Mobile SCS (e.g., charging-capable carts, USB ports, Pelican case transport, etc.) and technical implementation (e.g., how to support students to get up and running on devices as they ferry devices from school to school)).
- **Spatial Computing Integration in Existing SBBC courses/Curriculum Support:** SBBC is planning to integrate spatial computing into one or more course offerings within the district. Magic Leap may



provide advice, recommendations and support for such initiatives, including providing general curriculum advice, course selection, exploring mentorship opportunities, and other curriculum development support (e.g., technical guidance (e.g., workflow for device access) and light pedagogical guidance (e.g., learning resource engineering advisory support to ensure that development courses take advantage of Magic Leap best practices)).

- **Initial Spatial Computing Application Development Areas:** Magic Leap may provide SBBC with recommendations and advice about the application development process for Magic Leap, including technical guidance throughout the development and deployment process, introduction to third party developers, app development support through standard Developer Relations team initiatives.
- **Guest Speaking Opportunities:** SBBC and Magic Leap may agree on opportunities for Magic Leap representatives to offer lectures, seminars and participate in other speaking engagements for the SBBC community.
- **Industrial Advisory Boards/Meet-Up Participation:** SBBC may invite Magic Leap representatives to sit on advisory boards within the district and to participate in meet-up events within the school community.
- **Community Events Collaboration:** SBBC may invite Magic Leap representatives to participate in community events, such as Robotics Competitions, SECME STEM Olympiad (March 16, 2019), Computer Science Fair (May 4, 2019), educator showcases/tech meet-ups and other related activities.
- **Magic Leap HQ Visits for Faculty and Students:** Magic Leap may coordinate with SBBC to arrange visits to Magic Leap HQ for faculty and students on a case-by-case basis.



Composite Attachment B

Reference Copies of Magic Leap Terms as of the Effective Date

[Attached.]

◀ Back to Legal (/legal)

Terms of Sale

Select Language

English



Date of last revision: Sunday, July 21, 2019

IMPORTANT: PLEASE READ THESE TERMS OF SALE (“**TERMS**”) CAREFULLY BEFORE PURCHASING ITEMS FROM MAGIC LEAP. BY PLACING AN ORDER, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS, INCLUDING OUR RETURN AND WARRANTY POLICIES (<https://www.magicleap.com/legal/warranty>), AND THE AGREEMENTS AND POLICIES REFERENCED HEREIN. IF YOU DON'T AGREE WITH OUR TERMS, YOU MAY NOT PLACE AN ORDER. BY PLACING AN ORDER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS WITH US. IF YOU PLACE AN ORDER ON BEHALF OF AN ENTITY, YOU FURTHER REPRESENT THAT SUCH ENTITY IS A VALID LEGAL ENTITY IN THE JURISDICTION IN WHICH IT WAS FORMED, AND THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF YOUR ENTITY AND BIND SUCH ENTITY TO THESE TERMS.

These terms govern your purchase, whether on your own behalf or on behalf of an entity, of Magic Leap One devices, other products manufactured by Magic Leap (collectively, “**Magic Leap Products**”), any associated services or offerings, and/or any third-party products offered for sale by Magic Leap (such services and third-party products together with the Magic Leap Products, “**Items**”) from Magic Leap. Any quote, order, invoice, confirmation, other documentation and/or related terms and conditions issued or presented by you in connection with the sale of Items (whether before or after you agree to these terms, and whether in an invoice, purchase order, online portal or otherwise) shall be of no force or effect and shall be void and cancelled.

Magic Leap is based in the U.S., but is excited to welcome (with a special “cheers,” “bonjour,” and “guten tag”) residents of jurisdictions where we make Items available for commercial sale (our “**International Friends**”). Your particular country or jurisdiction may have enacted certain laws, statutes and other legislation that apply to your order. We want to be crystal clear — nothing in these terms will affect your legal rights under the laws applicable in your country or jurisdiction. We've noted below where our International Friends may be entitled to different or additional terms based on applicable laws (referred to as the “**special terms**” throughout these terms and in our other agreements for our platform). You can find the special terms that may apply to our International Friends at the end of these terms.

Your Purchase



You may place an order via any authorized Magic Leap sales channel, such as our online stores, or other accepted ordering process. If we accept your purchase, we'll confirm it by emailing you an order



confirmation. Note, we reserve the right to limit the amount of Items you can buy at any one time. Our Items are available for commercial sale in a limited number of jurisdictions. You may be asked to provide certain personal information (like your first and last name, phone number, payment information, shipping address, etc.) to buy your Items. Our Privacy Policy (<https://www.magicleap.com/legal/privacy>) describes how we collect, use, and disclose information about you.

If you are purchasing on behalf of an entity, we may ask you to provide additional information about your entity (such as its full and complete legal name, as well as any commonly used d/b/a or trade names) prior to accepting your order.

Additional Terms

Your purchase and use of Items may be subject to additional terms and conditions applicable to those Items, which may include Magic Leap's Account Terms and Conditions (<https://auth.magicleap.com/terms/user>) (the "**Account Terms**") and Lumin Software End User License Agreement (<https://www.magicleap.com/legal/software-eula>) ("**EULA**"). Before you use a Magic Leap One device, you agree to carefully read (and to instruct your users to carefully read) our Quick Start Guide (<https://www.magicleap.com/quickstart>) and Safety Guide (<https://www.magicleap.com/safety>) and comply with the instructions provided therein.

When you purchase third-party Items from us, your purchase and use of such third-party Items may also be subject to (and you agree to comply with) the applicable terms and conditions, agreements, and policies offered by that third party. Additional terms and conditions for Items you may have purchased other than physical goods, such as our programs, memberships and other services, are set forth in **Appendix 1** below.

If you are an entity, you agree that you are liable for the acts and omissions of your employees, contractors or any other individuals that you authorize to use Items purchased (by you under these terms (your "**users**") and their compliance with the Account Terms, EULA and any other agreements and policies that may govern the use of Magic Leap's spatial computing platform (collectively, our "**User Terms**"). In the event of a dispute, Magic Leap will bring claims under any User Terms against you as an entity (and not against your individual users) unless we deem it necessary in our sole discretion to preserve or pursue a claim or action.

Payment

You may use only valid payment methods acceptable to us to make your purchase (e.g., accepted credit cards, electronic funds transfer or other accepted payment method). When you place an order, you authorize us to charge or otherwise initiate (or you agree to initiate, as required) payment via the designated payment method you have chosen for the total amount of your order, including any applicable taxes and other charges. If your payment method can't be verified, is invalid, or is otherwise unacceptable, your order may be suspended or cancelled.



If you are an entity, we may elect (subject to your creditworthiness, as determined by us in our sole discretion) to offer you the option to pay for the Items in your order within a specified number of days from date of invoice for such Items. Extensions of credit or post-delivery payment are not available to sole-proprietors or individual consumers.



Cancellations and Refunds

We reserve the right to cancel your order, including after you have been billed (if, for example, your Items are out of stock). If we cancel your order after you have been billed, we'll provide you a full refund of your billed amount for Items we do not ship or deliver. We also reserve the right to reduce the number of Items in any order and reject all or part of any order.

Pricing and Taxes

All prices are as indicated in the order confirmation email we send you after you buy your Items. Prices for the Items may be shown in U.S. dollars or in the currency of another jurisdiction where we make Items available for sale. We might change the prices for Items we offer for sale, but if we do, that change will not apply to an order you have already placed. Prices may not include applicable taxes and other charges payable in connection with your purchase, unless required by applicable law. You are responsible for any sales, use, value-added, or other governmental taxes, fees, or duties due with respect to your purchase and use of the Items. When we have a duty to collect applicable taxes, we will present an estimate of such taxes to be collected at the checkout point, except where we have clearly stated that a price includes such taxes. The actual taxes charged and collected may differ from the amount shown at checkout. For our International Friends, depending on your jurisdiction, special terms may apply to the taxes and fees that are payable by you in connection with your purchase of Items.

Shipping and Delivery

We will use commercially reasonable efforts to ship or deliver orders (for in-stock Items) to your specified shipping address within the delivery estimate we provide to you, but note that delivery periods are not guaranteed. We reserve the right to extend the delivery period beyond the original delivery estimate provided if necessary. **If you are located in the United States, it may take us up to 10 days to ship your Magic Leap One to you, and two months to ship all other Items in your order to you. If you are located in one of the other jurisdictions where we make Items available for commercial sale, shipment may take up to two months.**

You agree to pay any delivery or shipping and handling charges shown or communicated to you at the time you confirm your purchase. These charges are subject to change at any time, but we'll let you know of applicable changes before you make your purchase. Risk of loss or damage to an Item passes to you upon delivery of that Item to our specified carrier. Title to an Item passes to you upon delivery of that Item to the address your specified shipping address, provided that you have fully paid us for such Item. If an Item is not fully paid for upon its delivery to you, title of that Item remains with us and we have the right to retake possession of it (at your expense) until you fully pay for it. For our International Friends, depending on your jurisdiction, special terms may apply to the delivery of your Items.

Errors

We try to be as accurate as possible, but mistakes happen—we don't warrant that all Item descriptions, photographs, pricing and other information we provide are accurate, complete, current or error-free. If there are errors, we reserve the right to correct them and revise your order accordingly (which includes charging you the correct price for your Items or cancelling your order and refunding you any amount charged).

Returns and Limited Warranty

We accept returns, exchanges, and requests for repairs for physical Items in accordance with our Return and Warranty Policies (<https://www.magicleap.com/warranty>), which are hereby incorporated by reference into these terms. If your purchase includes our Extended Warranty Policy (<https://www.magicleap.com/warranty>), it is subject to that policy. Full disclosure: we make no warranty with respect to any third-party Items (including their compatibility with Magic Leap Products), unless an Item description expressly says otherwise. If you purchase a third-party Item, you may return that third-party Item to us in accordance with our Return Policy (<https://www.magicleap.com/warranty>), but for warranty claims on third-party Items, please refer to the warranty policy and any other materials provided by that third party. For our International Friends, depending on your jurisdiction, you may have additional legal protections as set out under our special terms.

Not for Resale

Your purchase is just for you or your users. You may not buy any Item for the purpose of reselling it to any third party. We reserve the right to refuse or cancel any Items you bought (or attempted to buy) that we suspect or determine you are buying to resell.

Export Restrictions

All Items are subject to import and export laws and regulations in the United States and elsewhere. You agree to buy, sell, export, re-export, transfer, and use any Items in compliance with these import and export laws and regulations, including laws and regulations that place restrictions on destinations, users, and end use. Further, you represent and warrant that you (i) are not located in a country that is subject to US Government sanctions or has been designated by the US Government as a "terrorist supporting" country, and (ii) have not been identified as a sanctioned party by the US Office of Foreign Assets Control or any other applicable sanctions or denied persons list by any other applicable government agency. You will not purchase or use an Item if any applicable laws in your country prohibit you from doing so in accordance with these terms.

Limitation of Liability



We've said it before, we say it below, and we'll say it again here one more time for good measure — nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law. TO THE



MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY WILL (A) MAGIC LEAP OR OUR LICENSORS BE LIABLE TO YOU, YOUR USERS OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, OR LIABILITIES ARISING FROM OR RELATED TO THE PURCHASE OR SALE OF ANY ITEM OR THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR EXPENSES OR BUSINESS INTERRUPTION; PROPERTY DAMAGE; ATTORNEYS' FEES; LOSS OF PROFITS, USE, REVENUE, OR GOODWILL; OR VALUE OF ASSETS OR SECURITIES), EVEN IF MAGIC LEAP HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) MAGIC LEAP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PURCHASE AND SALE OF AN ITEM EXCEED THE AMOUNT YOU PAID MAGIC LEAP FOR SUCH ITEM.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MAGIC LEAP. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF MAGIC LEAP FOR (A) DEATH, PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY OR PROXIMATELY CAUSED BY THE ITEM YOU PURCHASED FROM MAGIC LEAP; OR (B) ANY DAMAGES CAUSED BY MAGIC LEAP'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Governing Law

These terms and our relationship are governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. We hope this never happens, but if either of us has a claim against the other, we both agree that all claims and disputes arising out of or relating to these terms will be litigated exclusively in the state or federal courts located in Santa Clara County, California. For our International Friends, please see the governing law and dispute resolution provisions in the special terms below.

General

Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is in writing, signed by us. No waiver of any breach or default in one instance will constitute a waiver of any subsequent breach or default. If any provision or part of a provision of these terms is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected and will be enforced to the fullest extent of applicable law. These terms (including the Return and Warranty Policies (<https://www.magicleap.com/warranty>) incorporated into these terms) contain the entire agreement between you and Magic Leap regarding your purchase of any Item from Magic Leap and supersede any prior representation or agreement, oral or written, except for territories identified in our special terms directly below.

Special Terms and Conditions for International Jurisdictions



Hey International Friends! The special terms below set forth additional rights and supplemental terms that may apply to your purchase. If there is a provision in our above terms that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

European Union

General. The following special terms apply to all residents of the United Kingdom (“**U.K.**”) or the European Union (“**EU Customers**”):

- Prices for EU Customers will be inclusive of VAT and customs duties and other charges including delivery and shipping costs.
- The risk of loss or damage of an Item passes to you upon delivery of that Item to you (instead of upon delivery of that Item to our specified carrier).
- The laws of the State of California will continue to apply to our relationship, subject to any applicable mandatory local law. You may bring a legal action relating to these terms or your relationship with Magic Leap in either the state or federal courts located in Santa Clara County, California or in the courts located in your country of residence. In other words, the choice of where to bring your action is up to you.
- If you are not happy with the way Magic Leap deals with any disagreement in connection with these terms we may collectively agree to refer the matter to a form of dispute resolution, but neither of us are restricted from bringing court proceedings. The European Commission provides for an online dispute resolution platform, which you can access here: <http://ec.europa.eu/consumers/odr/> (<http://ec.europa.eu/consumers/odr/>). If you would like to bring a matter to our attention, please email legal@magicleap.com (<mailto:legal@magicleap.com>)

France. If you are an EU Customer who is a resident of France, the following special terms also apply:

- Pursuant to Article L. 213-1 of the French Consumer Code, you are entitled to request access to all agreements entered into with you for a value of €120 or more. Your right to access such agreements may be exercised at any time by contacting legal@magicleap.com (<mailto:legal@magicleap.com>)
- With respect to any Items you have purchased from Magic Leap, you may benefit from the statutory warranty of conformity and the statutory warranty against latent defects regarding such Items. Please refer to the special terms in our Return and Warranty Policies (<https://www.magicleap.com/warranty>) for details.

Germany. If you are an EU Customer who is a resident of Germany, the following special terms also apply:

- The section “LIMITATION OF LIABILITY” will be replaced by the following clauses:
 - No provision of these terms should be understood as a promise of a guarantee, except where specifically named as such.



• In cases of slight negligence we will not be liable in case of a breach of non-material contractual obligations. In such cases as well as in cases of gross negligence our liability will be limited to typical foreseeable damages. This limitation does not apply to the extent damages have been caused by our managing employees or legal representatives.



- Our liability for intent and gross negligence, for claims under the German Product Liability Act, in the case of fraudulent concealment of defects or a guarantee in respect to characteristics as well as for damages to life, body or health shall remain unaffected and will be determined exclusively in accordance with statutory law.
- Please note that according to Sect. 36 (1) VStGB (German Consumer Dispute Settlement Act), we are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

U.K. If you are an EU Customer who is a resident of the U.K., the following special terms also apply:

- Magic Leap does not limit or exclude any liability for defective products under the Consumer Protection Act 1987.

Contact Us

Questions? Email legal@magicleap.com (mailto:legal@magicleap.com) or shoot us a message (<https://www.magicleap.care/hc/en-us/requests/new>)

Appendix 1 – Additional Terms for Programs, Memberships, & Services

We may offer for sale certain Items other than physical goods, such as programs, memberships or other services for our community, or provide special offers related to your purchase of Magic Leap Products. We reserve the right to provide any of the perks of any service, membership or bundle to anyone at any time, even individuals or entities who have not purchased such service, membership or bundle.

Additional Terms for Publisher Membership

We're super happy that you're here and, to prove it, with each purchase of a Magic Leap One, we'll waive (for a limited period of time) any program fees payable for registering and maintaining your publisher account. We'll provide you advance notice (and require you to provide a payment method) before we begin charging you any publisher program fees. Your ability to register for a publisher account, your access to that account, and ability to publish applications to Magic Leap World are subject to the terms of our Publisher Registration Agreement. Other fees may still be payable in connection with use of the platform as specified in the Publisher Registration Agreement, including platform fees for app sales or sales of in-app materials. Note that we reserve the right to waive any fees in connection with use of the platform to anyone at any time, even individuals or entities who have not purchased an Item. If you haven't already registered on Magic Leap's Creator Portal and agreed to Magic Leap's Creator Agreement, you'll need to do so in order to take advantage of your publisher membership.

Additional Terms for Priority Service Plan



General. Our “**Priority Service Plan**” includes services and perks that we think our community will love. If you purchase a membership to the Priority Service Plan, you will receive access to our RapidReplace service



for in-warranty claims (as described below), early access to tickets to at least one of our conferences or other events, and early access to some of our software and developer tools. Our standard Priority Service Plan comes with a membership term of one year. We also offer an “**Extended Priority Service Plan**” that includes all the perks in the Priority Service Plan for a two-year term, plus the benefit of our Extended Warranty (<https://www.magicleap.com/warranty>). Anyone purchasing a Magic Leap One is eligible to purchase the Priority Service Plan and/or Extended Priority Service Plan.

Purchase. You can purchase a Priority Service Plan membership and Extended Priority Service Plan membership at the time you purchase your Magic Leap One.

Membership Period. Your membership in the Priority Service Plan begins on the day our shipping records with Magic Leap’s selected carrier indicate your Magic Leap One was shipped or delivered to you (“**Your Delivery Date**”). Unless you also elect to purchase a membership to the Extended Priority Service Plan, the Priority Service Plan expires one (1) year from Your Delivery Date. If you purchase a membership to the Extended Priority Service Plan, you will receive all the perks of the Priority Service Plan for two (2) years from Your Delivery Date (plus our Extended Warranty).

Refunds. The fees for the Priority Service Plan and/or the Extended Priority Service Plan (as applicable) may be refunded only if none of the services in the applicable plan have been used, as determined by Magic Leap in its sole discretion, and the entire plan is returned within 14 days from the date you purchased the plan, in accordance with our Return Policy (<https://www.magicleap.com/warranty>). Otherwise, the fees are non-refundable.

Additional Terms for Professional Developer Package

Our “**Professional Developer Package**” includes a one-year membership to our Priority Service Plan, as well as a Hub and Shoulder Strap. Anyone purchasing a Magic Leap One is eligible to purchase the Professional Developer Package. The Professional Developer Package may be refunded only if none of the Items and services in the Professional Developer Package have been opened or used, as determined by Magic Leap in its sole discretion, and the entire Professional Developer Package is returned within 14 days from the date you purchased it in accordance with our Return Policy (<https://www.magicleap.com/warranty>). Notwithstanding our Return Policy (<https://www.magicleap.com/warranty>), you may not return Items (e.g., Hub or Shoulder Strap) within the Professional Developer Package separately.

Additional Terms for RapidReplace

General. We don’t want you to have a problem with your Magic Leap One, but if you do RapidReplace is a service we provide to members of our Priority Service Plan or Professional Developer Package that allows them to obtain a replacement Magic Leap One super fast under certain circumstances.

How It Works. If you think your Magic Leap One has an in-warranty issue, contact our Customer Care team (<https://www.magicleap.care>) with your request to activate RapidReplace. Our Customer Care team will ask you some questions about the issue and, if we make an initial determination that your Magic Leap One



may have an in-warranty issue, Customer Care will send you a replacement device (which may be in new, like-new or refurbished condition) on an expedited basis (the “**Replacement Device**”). Our Customer Care



team may require a payment method for the purpose of placing a payment card hold on the designated payment method you provide to Magic Leap for the Replacement Device (your “**Designated Payment Method**”). Upon receipt of your original Magic Leap One, we will inspect it and make a final determination as to whether the issue is in-warranty or out-of-warranty. Our Customer Care team will advise you of our findings and your options. If the issue with your Magic Leap One is in-warranty, you get to keep the Replacement Device with no additional charge. If the issue with your Magic Leap One is out-of-warranty, we will tell you how to return the Replacement Device (including the time frame for return) and/or can give you a quote for repairs to your Magic Leap One (including the estimated time frame for repairs).

Payment Hold. You authorize Magic Leap to charge your Designated Payment Method in the event that (i) your original Magic Leap One had an out-of-warranty issue, and you fail to return the Replacement Device within the period of time provided by Magic Leap; or (ii) you authorize Magic Leap to repair or replace your original Magic Leap One within the time period we provide you. The amount that may be charged to your Designated Payment Method may include up to the full replacement value of the Replacement Device.

Once Per Year. With your purchase of a membership in the Priority Service Plan, you are entitled to one RapidReplace per year of membership. Please keep in mind that if you don’t use RapidReplace during the first year of membership in the Priority Service Plan, your right to use it expires (you can’t save it for your second year, even if you buy a membership in the Extended Priority Service Plan).

Magic Leap, Inc., 7500 West Sunrise Blvd., Plantation, FL 33322, United States of America.

833-456-MAGIC (833-456-2442)

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Sign up to receive offers, promotions and other marketing emails from Magic Leap. You can opt out of them at any time.

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Magic Leap



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Support



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Return and Warranty Policies

Select Language

English



Date of last revision: Sunday, July 21, 2019

What can we help with?

- Our Return Policy
- One-Year Limited Warranty Policy
- Extended Warranty Policy (US Only)
- Special Terms For our International Friends

These Magic Leap Return and Warranty Policies are incorporated into Magic Leap’s Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>) or such other agreement that has been signed by you and Magic Leap for the purchase of Magic Leap One devices or Accessories* (each a “**Purchased Item**”). If you purchased your Purchased Item from one of our authorized retailers, different or additional terms may apply.

Magic Leap is based in the U.S., but is excited to welcome (with a special “cheers,” “bonjour,” and “guten tag”) residents of jurisdictions where we make Purchased Items available for commercial sale (our “**International Friends**”). Your particular country or jurisdiction may have enacted certain laws, statutes, or other legislation that apply to your order. We want to be crystal clear — nothing in these policies affects your legal rights under the laws applicable in your country or jurisdiction. We’ve noted below where our International Friends may be entitled to different or additional terms based on applicable laws (referred to as the “**special terms**” throughout these policies and in our other agreements for our platform). You can find the special terms that may apply to our International Friends at the end of these policies.

Our Return Policy

If you want to return your Purchased Item or cancel an order, please keep the following things in mind:

Returns. We will accept a return of Purchased Items that were purchased directly from Magic Leap provided that they are unused, in the original packaging (i.e. Magic Leap One devices must be inside the original, unopened box and the seal on the box must not be tampered with or broken in any manner;



Accessories must have all tags (if applicable) and be enclosed in the original packaging), and returned within 14 days from the date your Purchased Items was delivered to you or, if purchased or picked up



through a retail location, the date of purchase or pickup. If you purchased a Magic Leap One or an Accessory from one of our authorized retailers, please visit the authorized retailer's store or contact the authorized retailer to return it.

Friendly reminder to our International Friends, our Return Policy is in addition to and does not replace or affect any cancellation right you may be entitled to. Further details about your options are set out below under our special terms.

Cancellations. If your Purchased Item hasn't shipped yet, you may be able to cancel your purchase by contacting Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>). Orders cancelled prior to shipment will be eligible to receive a full refund. If your Purchased Items have already shipped, you'll need to wait until you receive your order and then return it.

How to Return your Purchased Item. To return or exchange Purchased Items that were purchased directly from Magic Leap:

1. *Call Customer Care.* Call our Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>) team to get your return started.
2. *Prepare your Purchased Item for Shipment.* If you're returning a Magic Leap One, Customer Care will send you a free shipping box and pre-paid return labels (unless you still have your original Magic Leap One shipping box on-hand). If you're returning an Accessory, we may direct you to one of our authorized partners, send you a shipping box and pre-paid return label, or ask you to return your Accessory in your own shipping box and refund you the cost of shipping. If we send you shipping materials, your Purchased Item must be returned to Magic Leap with the shipping materials we give you.
3. *Drop off your Purchased Item.* Make sure the original packaging for your Purchased Items are securely packed in the shipping box and take it to a drop-off location operated by Magic Leap's shipper.

Refunds. When we issue you a refund, it is generally issued to the payment method you used to purchase your Purchased Items. The time it takes to process your refund will depend, in part, on your method of payment. Refunds issued to credit cards are generally made within 3-5 business days from the date the returned item is received by Magic Leap. Refunds issued via check or wire are generally refunded in 14 business days from the date the returned item is received by Magic Leap. It may also take longer to process your refund if you purchased a third-party Accessory.

Returning a Gift. If you return a Purchased Item that was gifted to you, we will generally issue a refund to the payment method used to purchase your gift. To initiate your return, please contact our Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>) team and provide them with your order confirmation number. If your gift was bought from one of our authorized retailers, please visit the authorized retailer's store or contact the authorized retailer to return it.

Warranty Claims. Not eligible for a return? You may still be able to repair or exchange your Purchased Item through our One-Year Limited Warranty Policy or our Extended Warranty Policy.

Note Regarding Accessories

“**Accessories**” mean any items that are sold by Magic Leap separately from a Magic Leap One, even if they also come in the box with the purchase of a Magic Leap One. For example, when the Control, any chargers, or Fit Kit are sold separately, they are Accessories. We also consider other products manufactured by Magic Leap (e.g., the HUB, shoulder strap, carry case), and third-party products to be Accessories when sold by Magic Leap.

One-Year Limited Warranty Policy

Magic Leap offers a one (1) year limited warranty (“**Warranty**”) on Purchased Items that are manufactured by Magic Leap (e.g., hardware and accessories) and include a link to this warranty page in the packaging for the Purchased Item (each an “**Product**” and collectively “**Products**”). This Warranty is valid and enforceable only if you purchased a new Product from us or from one of our authorized retailers in a jurisdiction in which we sell Products and the Product was originally sold to you in its original, sealed packaging. Do not use a Product until you have read the terms of this Warranty.

Coverage. This Warranty is your exclusive remedy for defective workmanship or materials in your Product. Magic Leap warrants that the hardware will be free from manufacturing defects and, under its intended and ordinary consumer use, will function substantially in accordance with Magic Leap’s technical specifications or documentation (“**Warranted Functionality**”) for a period of one (1) year from the date your Product was delivered to you or picked up by you (the “**Warranty Period**”).

How To Start a Warranty Claim

To get a Warranty claim started:

1. *Contact Customer Care.* Visit our Customer Care (<https://www.magicleap.care/>) site. There, you’ll find specific instructions about how to begin a Warranty claim. Please have your order number, the Product serial number, and your proof of purchase handy.
2. *Backup and Reset your Product.* Before you ship your Product back to us for a Warranty claim, please remove any peripheral items that may be plugged into your Product, backup any content (including photos, videos, and software) and/or data on your Product; and factory reset it, if applicable. Visit our Customer Care (<https://www.magicleap.care/>) site for help performing these steps.
3. *Prepare your Product for Shipment.* Pack your Product in the shipping materials (e.g., a shipping box or shipping label) we provide you to deliver your Product back to us. Once we receive your Product, we’ll determine if it has a defect or malfunction covered by our Warranty.

If we replace your Product, we won’t transfer any content or data from your original defective Product to your replacement Product. You may be able to restore your profile information once you register your replacement Product with your Magic Leap ID account. Magic Leap is not responsible for any content or data that is lost or reformatted.



Warranty Service. If you start a warranty claim and we confirm that your Product does not perform according to its Warranted Functionality, we'll replace, repair or refund it (in our discretion). If we replace or



repair it, we'll make sure it performs substantially in accordance to our Warranted Functionality. We may replace or repair it using new, refurbished, or remanufactured hardware and materials (in our discretion). If we replace or repair your Product, we warrant that the replacement or repaired Product will be materially free of faulty materials or workmanship for the remainder of your original Warranty Period or for 30 days after the replacement or repaired Product is delivered to, whichever is later.

Transfer. This Warranty is solely for you as the end-user of your Product. You cannot assign or transfer this Warranty to anyone, including a subsequent purchaser, friend, or family member.

Items Outside of this Warranty. Except as expressly set forth herein, this Warranty does not cover (and Magic Leap is not responsible for):

1. Excluded Products, which include (i) resold Products; (ii) Products purchased outside the jurisdictions where Magic Leap sells Products; (iii) Products not purchased directly from us or one of our authorized retailers; or (iv) software (including the firmware and any applications installed on your Product), which may be covered by the applicable version of our Software End User License Agreement (<https://www.magicleap.com/legal/software-eula>).
2. Misuse of Products, which includes (i) damage to the Product or loss of the Product resulting from an accident, theft, improper storage, misuse or abuse, mishandling, neglect, physical or electric modifications, exposure to water or other liquids, exposure to moisture, exposure to extreme conditions (e.g., heat, dirt or sand); (ii) use with an unsuitable product not sold or licensed by Magic Leap; (iii) use with inadequate ventilation; (iv) use by children under 14; (v) circumvention of our security mechanisms; (vi) reverse engineering; (vii) defects or damage from viruses or other software problems introduced into the Product; (viii) defects or damage caused by unauthorized repairs; and (ix) any other use that is not in compliance with the recommendations in this document, our online materials, related documentation, and other user materials made available to you. We presume any cosmetic damage (e.g., scratches) resulted from misuse, abuse, or failure to operate the Product as instructed.
3. Normal wear and tear of Products, which includes damage resulting from normal wear and tear and normal depletion of parts (e.g., batteries) unless occurring due to defective workmanship or materials in the hardware of your Product. For example, only batteries that leak or exhibit fully charged capacity below a certain threshold of the actual rated capacity will be considered defective for purposes of this Warranty.

Voided Warranty. This Warranty will be void and your Product will be ineligible for authorized repair (even for a fee) if you (i) circumvent any of our security mechanisms; (ii) resell your Product; (iii) remove the serial number or any legal notices from the Product; (iv) use the Product in violation of any laws or your agreements with us; or (v) violate How to Start a Warranty Claim instructions in this Warranty or any instructions provided by our Customer Care team.



Disclaimer and Limited Liability. Nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law. For our International Friends, that means this section may not apply to you. Please refer to the special terms below for liability provisions that may apply in your jurisdiction.



YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MAGIC LEAP PROVIDES FOR THE PRODUCTS, AND THE ABOVE REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGIC LEAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP IS NOT LIABLE TO YOU: (i) UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), OR LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA); OR (ii) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE PRODUCTS OR THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCTS, WHETHER OR NOT MAGIC LEAP HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP'S TOTAL LIABILITY IN CONNECTION WITH THE PRODUCTS OR THIS WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID MAGIC LEAP, OUR AFFILIATES OR OUR AUTHORIZED RETAILERS FOR THE PRODUCTS.

If your jurisdiction gives you any implied warranty, then to the maximum extent permitted by applicable law, the duration of such implied warranty is limited to the Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Any customer support we elect to provide is provided “as-is” and without warranty of any kind.

Your Rights. This Warranty gives you specific legal rights. You may also have other rights based on your jurisdiction. This Warranty does not affect the rights you're provided by your jurisdiction concerning the sale of consumer goods. International Friends, see our special terms for more details.

No Modification. No employees or representatives of Magic Leap (or its affiliates or any third party) are authorized to modify this Warranty. If any term of this Warranty is held to be unenforceable, the remaining terms of this Warranty will remain in full force and effect.

Repairs Outside of Warranty. If you purchased a new Product from us or from one of our authorized retailers and your Product is not covered by this Warranty, please contact our Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>) team. While we cannot accept a return or exchange, we may be able to send you a quote for repairing your Product. Most importantly, we want to know what happened and make sure you're happy with your experience. To that end, we reserve the right to keep your Product if you elect not to pay for a repair and we determine (in our discretion) the Product is a safety hazard or cannot be used as intended without repair.



No Insurance. This Warranty is not insurance and does not cover any perils (e.g., fire, theft or loss). At this time, we do not offer insurance. If you purchase a separate insurance policy for your Product from a third-party insurer, please coordinate reimbursement directly with the third party providing you insurance.



Extended Warranty Policy (US Only)

Magic Leap offers a one (1) year limited extended warranty for purchase (“**Extended Warranty**”) on Purchased Items that are manufactured by Magic Leap (e.g., hardware and accessories) (each a “**Product**” and collectively “**Products**”). This Extended Warranty may be sold alone or together with other products or services provided by Magic Leap within a program. The price for this Extended Warranty or the program it is contained within will be as specified on the online description pages and your order confirmation page. This Extended Warranty is valid and enforceable only if you purchased a new Product from us or from one of our authorized retailers in a jurisdiction in which we sell Products and the Product was originally sold to you in its original, sealed packaging. If this Extended Warranty applies to your Product, do not use your Product until you have read the terms of this Extended Warranty.

Coverage. This Extended Warranty is your exclusive remedy for defective workmanship or materials in your Product. Magic Leap warrants that the hardware will be free from manufacturing defects and, under its intended and ordinary consumer use, will function substantially in accordance with Magic Leap’s technical specifications or documentation (“**Warranted Functionality**”) for a period of one (1) year from the date that your one year limited warranty expires (“**Extended Warranty Period**”).

How To Start an Extended Warranty Claim

To get an Extended Warranty claim started:

1. *Contact Customer Care.* Visit our Customer Care (<https://www.magicleap.care/>) site. There, you’ll find specific instructions about how to begin an Extended Warranty claim. Please have your order number, the Product serial number, and your proof of purchase handy.
2. *Backup and Reset your Product.* Before you ship your Product back to us for an Extended Warranty claim, please remove any peripheral items that may be plugged into your Product, backup any content (including photos, videos, and software) and/or data on your Product; and factory reset it, if applicable. Visit our Customer Care (<https://www.magicleap.care/>) site for help performing these steps.
3. *Prepare your Product for Shipment.* Pack your Product in the shipping materials (e.g., a shipping box or shipping label) we provide you to deliver your Product back to us. Once we receive your Product, we’ll determine if it has a defect or malfunction covered by our Extended Warranty.

If we replace your Product, we won’t transfer any content or data from your original defective Product to your replacement Product. You may be able to restore your profile information once you register your replacement Product with your Magic Leap Identity Account. Magic Leap is not responsible for any content or data that is lost or reformatted.

Extended Warranty Service. If you start a warranty claim, and we confirm that your Product does not perform according to its Warranted Functionality, we’ll replace, repair or refund it (in our discretion). If we replace or repair it, we’ll make sure it performs substantially in accordance to our Warranted Functionality.



We may replace or repair it using new, refurbished, or remanufactured hardware and materials (in our discretion). If we replace or repair your Product, we warrant that the replacement or repaired Product will



be materially free of faulty materials or workmanship for the remainder of your original Extended Warranty Period or for 30 days after the replacement or repaired Product is delivered to you, whichever is later.

Transfer. This Extended Warranty is solely for you as the end-user of your Product. You cannot assign or transfer this Warranty to anyone, including a subsequent purchaser, friend, or family member.

Items Outside of this Extended Warranty. Except as expressly set forth herein, this Extended Warranty does not cover (and Magic Leap is not responsible for):

1. Excluded Products, which include (i) resold Products; (ii) Products purchased outside the jurisdictions where Magic Leap sells Products; (iii) Products not purchased directly from us or one of our authorized retailers; or (iv) software (including the firmware and any applications installed on your Product), which may be covered by the applicable version of our Software End User License Agreement (<https://www.magicleap.com/legal/software-eula>).
2. Misuse of Products, which includes (i) damage to the Product or loss of the Product resulting from an accident, theft, improper storage, misuse or abuse, mishandling, neglect, physical or electric modifications, exposure to water or other liquids, exposure to moisture, exposure to extreme conditions (e.g., heat, dirt or sand); (ii) use with an unsuitable product not sold or licensed by Magic Leap; (iii) use with inadequate ventilation; (iv) use by children under 14; (v) circumvention of our security mechanisms; (vi) reverse engineering; (vii) defects or damage from viruses or other software problems introduced into the Product; (viii) defects or damage caused by unauthorized repairs; and (ix) any other use that is not in compliance with the recommendations in this document, our online materials, related documentation, and other user materials made available to you. We presume any cosmetic damage (e.g., scratches) resulted from misuse, abuse, or failure to operate the Product as instructed.
3. Normal wear and tear of Products, which includes damage resulting from normal wear and tear and normal depletion of parts (e.g., batteries), unless occurring due to defective workmanship or materials in the hardware of your Product. For example, only batteries that leak or exhibit fully charged capacity below a certain threshold of the actual rated capacity will be considered defective for purposes of this Extended Warranty.

Voided Extended Warranty. This Extended Warranty will be void and your Product will be ineligible for authorized repair (even for a fee) if you (a) circumvent any of our security mechanisms; (b) resell your Product; (c) remove the serial number or any legal notices from the Product; (d) use the Product in violation of any laws or your agreements with us; or (e) violate the How to Start an Extended Warranty Claim instructions in this Extended Warranty or any instructions provided by our Customer Care team.

Disclaimer and Limited Liability.

Nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law. For our International Friends, that means this section may not apply to you. Please refer to the special terms below for liability provisions that may apply in your jurisdiction.



YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED EXTENDED WARRANTY IS THE ONLY EXPRESS EXTENDED WARRANTY MAGIC LEAP PROVIDES FOR THE PRODUCTS, AND THE ABOVE REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGIC LEAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP IS NOT LIABLE TO YOU: (i) UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), OR LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA); OR (ii) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE PRODUCTS OR THIS EXTENDED WARRANTY, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCTS, WHETHER OR NOT MAGIC LEAP HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP'S TOTAL LIABILITY IN CONNECTION WITH THE PRODUCTS OR THIS EXTENDED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID MAGIC LEAP, OUR AFFILIATES OR OUR AUTHORIZED RETAILERS FOR THE PRODUCTS.

If your jurisdiction gives you any implied warranty, then to the maximum extent permitted by applicable law, the duration of such implied warranty is limited to the Extended Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Any customer support we elect to provide is provided "as-is" and without warranty of any kind.

Your Rights. This Extended Warranty gives you specific legal rights. You may also have other rights based on your jurisdiction. This warranty does not affect the rights you're provided by your jurisdiction concerning the sale of consumer goods. If you reside in one of the following states and purchased this Extended Warranty in that state, the terms stated below for that state apply to your purchase of this Extended Warranty. If there is a conflict between the following state variations and any other provision of our Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>) (including any other provision of this Extended Warranty), the state variations below will control.

- *California Residents.* Unless otherwise required by this Extended Warranty, we will not provide you with all of the services and functional parts that may be necessary to maintain proper operation of the Products. We will not provide you with preventative maintenance. If you cancel this Extended Warranty within thirty (30) days of your Extended Warranty receipt, you will receive a full refund less the value of any service provided under this Extended Warranty. If you cancel this Extended Warranty in accordance with our Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>) (including this Extended Warranty), and we do not refund the fees for this Extended Warranty or credit fees to your



account within thirty (30) days after we receive your cancellation notice, the amount of the required refund of credit will bear interest, payable to you, at a rate of 10% per annum for each additional 30 days or fraction thereof.



- *Florida Residents.* The laws of Florida will govern this Extended Warranty and any dispute arising under it. The fees charged for this Extended Warranty are not subject to regulation by the Florida Office of Insurance Regulation. No cancellation fee will be imposed in the event of a cancellation. If this Extended Warranty is cancelled by us, we will return the entire amount paid by you, less any claims that we have paid and the cost of repairs made on your behalf. You have the right to receive this Extended Warranty by U.S. mail.
- *Illinois Residents.* This Extended Warranty may be cancelled within thirty (30) days after purchase if we have not provided service (as described above under ‘Extended Warranty Service’) and we will issue you a full refund. This Extended Warranty may be cancelled at any other time for a pro-rata refund based on the number of elapsed months, and less the value of any services received under this Extended Warranty.
- *Texas Residents.* Our obligations under this Extended Warranty are backed in full faith and credit of Magic Leap, Inc. If you have any questions regarding the regulation of our Extended Warranty or if you want to make a complaint related to us, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 7811, (800) 803-9202.
- *Washington Residents.* If you cancel this Extended Warranty in accordance with our Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>) (including this Extended Warranty), and we do not refund the fees for this Extended Warranty within thirty (30) days of receiving your cancellation notice, the amount of the required refund will bear interest, payable to you, at a rate of 10% per month for the unpaid amount due and owing. If there is any dispute under this Extended Warranty, you are not required to bring the action in a jurisdiction outside of Washington, and arbitration proceedings may be held near your permanent residence. Our obligations under this Extended Warranty are backed in full faith and credit of Magic Leap, Inc.

Cancellations and Refunds. Unless otherwise stated in our Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>), the fees for this Extended Warranty may be refunded only with the return of your Magic Leap One in accordance with our Return Policy.

This Extended Warranty may be sold alone or together with other products or services provided by Magic Leap within a program. The price for this Extended Warranty or the program it is contained within will be as specified on the online description pages and your order confirmation page.

No Modification. No employees or representatives of Magic Leap (or its affiliates or any third party) are authorized to modify this Extended Warranty. If any term of this Extended Warranty is held to be unenforceable, the remaining terms of this Extended Warranty will remain in full force and effect.

Repairs Outside of Extended Warranty. If you purchased a new Product from us or from one of our authorized retailers and your Product is not covered by this Extended Warranty, please contact our Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>) team. While we cannot accept a



return or exchange, we may be able to send you a quote for repairing your Product. Most importantly, we want to know what happened and make sure you're happy with your experience. To that end, we reserve the right to keep your Product if you elect not to pay for a repair and we determine (in our discretion) the Product is a safety hazard or cannot be used as intended without repair.



No Insurance. This Extended Warranty is not insurance and does not cover any perils (e.g., fire, theft or loss). At this time, we do not offer insurance. If you purchase a separate insurance policy for your Product from a third-party insurer, please coordinate reimbursement directly with the third party providing you insurance.

Special Terms for our International Friends

Hey, International Friends! These special terms set forth additional rights and supplemental terms that may apply to you and your Product. If there is a provision in these policies that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

European Union

General. The following special terms apply if you are a resident in the United Kingdom (“UK”) or the European Union (collectively, “EU Customers”).

If you are an EU Customer (i.e. you're a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), you have the right to cancel your contract within 14 days without giving any reason by following the process below.

To exercise the right to cancel, contact our Customer Care (<https://www.magicleap.care/hc/en-us/requests/new>) team and clearly state that you have decided to cancel your purchase. You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, you must notify us of your cancellation or send back the Purchased Items using the steps outlined on our Customer Care (<https://www.magicleap.care/hc/en-us/articles/360008649792-I-want-to-make-a-warranty-claim-What-s-the-process->) site no later than: (1) 14 days from the date we delivered the Purchased Items to you, or (2) if you ordered multiple Purchased Items, no later than 14 days from the date your last Purchased Item was delivered to you.

If you cancel your purchase as set out above, we will reimburse all payments we receive from you for the returned Purchased Items, including the cost of delivery (except for the additional costs resulting from you choosing a delivery method other than the cheapest standard delivery offered by us), without undue delay (but not later than 14 days after the date we receive your notification to cancel your purchase). However, we may delay reimbursement until we have received the applicable Purchased Item or evidence that you returned the applicable Purchased Item to us. We will issue the reimbursement to the payment method you used to purchase the Purchased Items, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. We may make a deduction from the reimbursement for loss in value of any Purchased Items supplied, if the loss is the result of unnecessary handling by you.



You are only liable for any diminished value of the Purchased Items as a result of cancellation to the extent resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.



This is a model cancellation form you can fill out and send back to us. If you have your proof of purchase handy, please attach that to your email to care@magicleap.com or letter. Please contact us (<https://www.magicleap.care/hc/en-us/requests/new>) if you have any questions.

To Magic Leap, Inc., 7500 W Sunrise Blvd, Plantation, FL 33322, email address: care@magicleap.com (<mailto:care@magicleap.com>)

I hereby give notice that I am cancelling my contract for the sale of the following items:

Item names:

Ordered on:

Received on:

Consumer name and address:

Consumer signature (if a paper form is sent to Magic Leap):

Today's date:

If you are an EU Customer, you have certain rights in relation to the things you buy, and to the legal liability of others, which are provided by both national and EU or UK law and which may apply regardless of the provisions set out in the Warranty above.

France. If you are an EU Customer who is a resident of France, the following special terms also apply:

The following statutory warranties apply in addition to (and regardless of) the rights granted to you in the Return and Warranty Policies above:

- We are liable for any non-conformity of the Products ordered under the Warranty (Articles L. 217-4 to L. 217-16 of the French Consumer Code, provided below) and any hidden defects in the conditions set forth in Articles 1641 to 1648 and 2232 of the French Civil Code. You may decide to enforce your rights granted by this statutory warranty against hidden defects within the meaning of Article 1641 of the French Civil Code. In such a case, you may choose between the rescission of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

If you bring a claim on the basis of a statutory warranty of conformity, you:

- have the right to bring an action within a period of two years following the delivery of the Product;



• may choose between the repair or replacement of the Product, provided that your choice does not lead to a manifestly disproportionate cost in relation to the other option, given the value of the product or the extent of the defect;



- are not required to provide proof of the existence of the Product non-conformity during a period of 24 months following delivery of the Product.

Relevant Articles of the French Consumer Code are provided below:

- Article L. 217-4: The seller is required to deliver a product which is conformed to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.
- Article L. 217-5: To be conformed to the contract, the product must:

1. Be suitable for the purpose usually associated with such a product and, if applicable: correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling; or
2. Have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.

- Article L. 217-12: The claim resulting from the non-conformity lapses two years after delivery of the product.
- Article L. 217-16: When the buyer, during the term of the commercial warranty provided by the seller, asks that the seller repairs the product, any immobilization period of at least 7 days shall be added to the remaining term of the warranty. This 7 day period starts from the date of the consumer's request or at the date where the product has been handed to the seller for repair, if this date occurs after the consumer's request for repair.

Relevant Articles of the French Civil Code are provided below:

- Article 1641: A seller is bound to a warranty as to hidden defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.



Only the following limitations of liability apply (to the extent permitted by law):

- We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms of the Warranty or our negligence. We are not responsible for any loss or damage that (i) it not foreseeable, beyond our control and which we cannot avoid through appropriate actions or (ii) which is caused by your breach of the terms of Magic Leap's policies. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you purchased the Product.
- Nothing in Magic Leap's policies limit Magic Leap's liability to compensate you for losses you suffer because of a breach of any of Magic Leap's obligations.

Pursuant to Article L. 213-1 of the French Consumer Code, you are entitled to request access to all agreements entered into with you for a value of €120 or more. Your right to access such agreements may be exercised at any time by contacting legal@magicleap.com (<mailto:legal@magicleap.com>).

Germany. If you are an EU Customer who is a resident of Germany, the following special terms also apply:

The German statutory law provisions on representation and warranties apply in addition to (and regardless of) the rights granted to you in the Return and Warranty Policies above. No provision of such Return and Warranty Policies should be understood as a promise of a guarantee, except where specifically named as such.

Only the following limitations of Magic Leap's liability apply (to the extent permitted by law):

Magic Leap shall be liable to you under these policies in accordance with the following provisions: (i) Magic Leap shall be liable for losses caused intentionally or with gross negligence by Magic Leap; (ii) Magic Leap shall be liable for damages to life, body or health caused with intent or negligence of Magic Leap, its legal representatives or vicarious agents; (iii) Magic Leap shall be liable in accordance with the German Product Liability Act in the event of product liability or any other liability that may not be restricted or excluded pursuant to German law; (iv) Magic Leap shall be liable for losses caused by the slightly negligent breach of its primary obligations by Magic Leap, its legal representatives or vicarious agents. Primary obligations are such duties which form the essence of the warranty policies, which were decisive for the conclusion of the Agreement and on the performance of which you may rely (so called 'cardinal duties'); Magic Leap's liability in this regard is limited to damages which are typical and foreseeable at the time you agreed to the terms of these policies; and (v) Magic Leap shall be liable for loss of data only up to the amount of typical recovery costs that would have arisen if proper and regular data backup measures had been taken.



UK. If you are an EU Customer who is a resident of the UK, the following special terms also apply:



The UK statutory rights with respect to Product quality apply in addition to (and regardless of) the rights granted to you in the Return and Warranty Policies above.

We are under a legal duty to supply you Products that are in conformity with our Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>). In addition to any other rights you may have, as set out above, you have the benefit of other legal rights in connection with the goods, services and digital content that you buy from us, which provide protection if there are defects or errors.

The following is a brief summary of key UK statutory rights with respect to Product quality (subject to exceptions). If you purchase a Product, it must be as described, fit for purpose and of satisfactory quality when you receive it. If it is not then, during the first 30 days after delivery, you are entitled to reject the Product and claim a refund. If the first 30 days after delivery have elapsed, you can alternatively ask for a defective Product to be repaired or replaced, and if the repair or replacement is not successful you can claim a refund (or a price reduction if you wish to keep the Product). For more detailed information about your rights and exceptions to those rights please contact Citizens Advice or another legal/consumer affairs adviser in the UK.

Only the following limitations of Magic Leap's liability will apply (to the extent permitted by law):

(a) Subject to (b), (c) and (d) below, Magic Leap shall not be responsible for any loss or damage you may suffer if the loss or damage was: (i) not caused by any breach or failure by Magic Leap; (ii) not reasonably foreseeable to both you and Magic Leap; or (iii) caused by events which neither Magic Leap nor its suppliers could have foreseen or forestalled even if Magic Leap or they had taken reasonable care;

(b) Magic Leap shall not be liable for any loss of revenue, profits, sales, commercial opportunity, anticipated savings, wasted expenditure, data or goodwill or any business-related damages, costs or losses;

(c) Magic Leap does not limit or exclude any liability Magic Leap may have to you for death, or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the legal rights summarised above in this UK section of the special terms; or for defective products under the Consumer Protection Act 1987; or for any liability that cannot be limited or excluded by law; and

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Clipper Library
asio 1.12.0
iOS-Speech-To-Text
OpenCV3 with Line Detector Contrib
toybox
cellofellow/gopkg
Pintools - reader-writer-lock_futex.hpp
Chromium v69
Chromium Embedded Framework v3497
lz4-clib
writable_queue
GDCM
Waitable Queue
EASTL
grpc
chrome-devtools-frontend
gflags
google-perftools
opus codec
v8
Android - platform - external - chromium_org - third_party - libvpx
cef3
Chromium (Google Chrome)
chromiumembedded
Assimp
modprismiq - UIDev
Brian Gladman AES
libxslt
libopus v1.2.1
webRTC
mrpt
CMSIS
nanopb_helpers
HeavyAudioTools
Enzien Heavy
g2o
libpng
libxml2
Romo-SDK
opencl-headers

JSMN
@ilg/segger-rtt
tinyobjloader
libini
DarkReader 3.5.4
docopt
Guideline Support Library (GSL)
skia
libjpeg-turbo
fmt 4.1.0
Redis 4.0.9
pycrc
glm
jansson
libxslt
libv8
phonelib
SQLite CPP
GSL
nghttp2
brotli
JSON for Modern CPP
UnityGLTF
libguarded 1.1.0
BoringSSL
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OpenCV-Android
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zlib-asm
mingw-and-ndk
lk
trusty-lk-common
trusty-lib
trusty-lk-trusty
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jedist1/boringssl
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kfreebsd-10
ramenlibs
VP8/VP9 Codec SDK
eliblev/llvm
llvm-toolchain-snapshot
wpa_supplicant
arm-trusted-firmware
icu-data
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Android - platform - abi - cpp
Android - platform - external - ceres-solver
Android - platform - external - ipsec-tools
Android - platform - external - jsoncpp
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Android - platform - external - libogg
Android - platform - external - libopus
Android - platform - external - libunwind
Android - platform - external - libvorbis
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Android - platform - external - zlib
Android - platform - frameworks - compile - mclinker
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reSIProcate 1.4.1
libjogl2-java
SQLiteCpp
ARM Compute Library
OpenMax IL
libsoldout
webp
CAPKit-3rdparty-libs
Detectizr 2.2.0
Modernizr 2.8.3
nanoflann 1.3.0
Imdb 0.9.22
libdeflate
Xtensa configuration description libraries
Math Libraries
Info-Zip utility
nelder-mead project
xor128 project
libuv v1.23.2
libwebvtt
Raknet 4.081
mongoose http server 12/07/2018 master

APACHE 2 LICENSED THIRD PARTY CODE

Dynamic Android Sensor HAL (DASH)
XDELTA3 - May 2017
mbed TLS
mDNSResponder
Abseil
Android - platform - frameworks - native
libndash
flatbuffers 1.8.0
Draco
Google Resonance Audio - FMOD SDK
Google Resonance Audio - Unity SDK
Google Resonance Audio - WWise SDK
SADIE HRTF data
Android - platform - frameworks - base
google-input-tools
google-protobuf
CTPL
Android
Android - platform - prebuilts - misc
Android - platform - ndk
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trusty-app-keymaster
philz_touch_cwm6
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Apache ORC
xdelta
Android - platform - bootable - recovery
Android - platform - sdk
Android - device - generic - goldfish
Android - platform - external - bouncycastle
Android - platform - external - clang
Android - platform - external - compiler-rt
Android - platform - external - conscrypt
Android - platform - external - dbus

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Android - platform - external - expat
Android - platform - external - gtest
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Android - platform - external - icu
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Android - platform - external - libhevc
Android - platform - external - libnfc-nci
Android - platform - external - libnfc-nxp
Android - platform - external - mdnsresponder
Android - platform - external - neven
Android - platform - external - sfntly
Android - platform - external - sonivox
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Android - platform - frameworks - compile - libbcc
Android - platform - frameworks - compile - slang
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Android - platform - frameworks - rs
Android - platform - hardware - broadcom - libbt
Android - platform - hardware - libhardware
Android - platform - prebuilts - ndk
Android - platform - system - extras
Android - platform - system - media
Android - platform - system - netd
Android - platform - system - security
Android - platform - hardware - libhardware_legacy
StageFright
BlueDroid
Log4xtensa (logging package used in ISS and XTSC)

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Mozilla Network Security Services (NSS) v 3.36.1
Mozilla NetScape Portable Runtime (NSPR) 4.19
Eigen 3.3.4

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RTEMS Operating System
GNU C Library
Dnsmasq
libstdc++-arm-none-eabi-newlib
lge-kernel-mako
CyanogenMod - semc-kernel-msm7x30
platform_external_iptables
Ubuntu linux-base
PolarSSL
Android - platform - external - dnsmasq
Android - platform - external - e2fsprogs
Android - platform - external - elfutils
Android - platform - external - iproute2
input-wacom 0.41.0
Xtensa OS Overlay
C
Red Hat Newlib C

GPL V3.0 LICENSED THIRD PARTY CODE

Android - platform - prebuilts - gcc - linux-x86 - aarch64 - aarch64-linux-android-4.8
lmbench
LZO real-time data compression library
archassault
pcre2
libstdc++6

LGPL V2.1 LICENSED THIRD PARTY CODE

libusb-1.0
The WebKit Open Source Project
FFmpeg
libexif 0.6.2.1
keyutils - utility library
ceph-dkms
nomacs-debuginfo
Android - platform - external - libexif
Android - platform - external - libnl
hunspell
uClibc

LGPL V3.0 LICENSED THIRD PARTY CODE

libzmq
dingoo-sdk
Qt

OTHER LICENSED THIRD PARTY MATERIALS

FreeType
Zip & Unzip
Jam STAPL Byte code player
DOTween
ed22519
curve22519-donna
Freeverb
ASIO-cURL
sqlite
JsonCPP
Android - platform - external - libselinux
TextMeshPro
Android - platform - external - aac
Android - platform - external - freetype
Android - platform - external - libpng
Android - platform - external - lzma
Android - platform - external - sqlite
Android - platform - hardware - broadcom - wlan
Khronos Group - OpenGL ES
Upstream Notices Accompanying NVIDIA Distribution
nvfx_flush from Waves
STM32 SBSFU source code

KERNEL-RELATED MATERIALS

Kernel-Modifications
Kernel-Additions



Select Language:

English



ACCOUNT TERMS AND CONDITIONS

DATE OF LAST REVISION: JULY 23, 2019

Hi, friends. We're delighted to have you join us on this magical (sometimes crazy) journey into a new kind of mixed reality. Before we get started, we need to let you know about certain rules and conditions that govern your creation and use of your Magic Leap account, including use of the services we provide via our websites, products or devices (our "**Services**"), and transactions that you make using your Magic Leap account to buy, get, license, rent or subscribe to apps ("**Apps**"), and other in-app content, products, services or materials ("**In-App Materials**"). These terms include an **Arbitration Provision** requiring **binding arbitration of disputes** and a waiver of certain rights to jury trials and/or class actions. If you don't want to be subject to arbitration, you can opt out of the Arbitration Provision by following the instructions provided at the end of the Arbitration Provision. We've tried to make these terms as easy to read as possible, but sometimes we have to use precise legal language. Forgive us. If you can't agree to these terms, that's ok – though, you may not use our Services unless you do. As you read through these terms, remember that by accepting these terms, you are entering into a legal contract with Magic Leap - and we couldn't be happier.

Magic Leap is based in the U.S. but is excited to welcome (with a special "cheers," "bonjour," and "guten tag") new community members as we roll out our Services to residents of jurisdictions where we are making our products available for commercial sale (our "**International Friends**"). Your particular country or jurisdiction may have enacted certain laws, statutes and other legislation that apply to our legal relationship. We want to be crystal clear — nothing in these terms will affect your legal rights under the laws applicable in your country or jurisdiction. We've noted below where our International Friends may be entitled to different or additional terms based applicable laws (referred to as the "**special terms**" throughout these terms and in our other agreements for our platform). You can find the special terms that may apply to our International Friends at the end of these terms.

Your Magic Leap ID

You will need to create a Magic Leap account ("**Magic Leap ID**") before first using our Services. It's the way we identify you and authorize your access and use of the Services.

You must be at least 18 years old to create a Magic Leap ID and to use our Services. By accepting these terms, you represent and warrant that you are at least 18 and have the legal authority to enter into these terms with Magic Leap.

You agree that:

- All information that you give Magic Leap when you set up your Magic Leap ID is up-to-date and accurate, and you will make sure this information stays up-to-date at all times;
- You are solely responsible for any and all use of your Magic Leap ID and all activities that occur under or in connection with your Magic Leap ID;
- You will not allow another person to use our Services with your Magic Leap ID;
- You will not access our Services under anyone else's Magic Leap ID;
- Except as expressly permitted by other agreements you may enter into with Magic Leap, you will not use your Magic Leap ID for any commercial or promotional purpose;
- You will not use any of our Services to create, receive, maintain or transmit any sensitive information or data, including "protected health information" (as defined in 45 CFR § 160.103) and special categories of data (as defined under the General Regulation on Data Protection 2016/679), or use our Services in any manner that would make Magic Leap or any Magic Leap subsidiary your or any third party's "business associate," as defined under 45 CFR § 160.103;

- If Magic Leap disables your Magic Leap ID, you will not create another Magic Leap ID without our consent; and
- We reserve the right to reject, reclaim or recycle the nickname you choose under your Magic Leap ID if we believe it is appropriate consistent with our Community Guidelines and these terms (e.g. if a trademark owner complains that your chosen nickname is confusingly similar to its trademark and does not closely relate to your actual name).

Your Magic Leap ID is valuable, and you are responsible for your part in maintaining its confidentiality and security. Magic Leap is not responsible for any losses arising from the unauthorized use of your Magic Leap ID. Please notify us immediately if you find out that your Magic Leap ID is being used without your permission.

Privacy

Your privacy is important to us. Our Privacy Policy (<https://www.magicleap.com/privacy>) describes how we collect, use and disclose information about you. Please read our Privacy Policy carefully so you understand how we use and share information we collect about you.

Use of The Services

Acceptable Use

You'll be able to interact with others through our Services, including by viewing content created by others. You are solely responsible for your interactions with other people through our Services. You must abide by these acceptable use requirements and our Community Guidelines (<https://www.magicleap.com/legal/community-guidelines>), when using our Services – they are also a part of these terms. Magic Leap may, but has no obligation to, monitor your use of the Services to ensure that you are following these acceptable use requirements and Community Guidelines. Generally, we expect you to act like a grown up. *high five*

In addition, you won't:

- Use our Services in a way that negatively affects others or our ability to provide the Services;
- Use our Services for any illegal or unauthorized purpose;

- Use any technology or other means not authorized by us to access our Services or to extract data;
- Attempt to gain unauthorized access to any Magic Leap Services, including by trying to circumvent any restrictions;
- Attempt to decipher, decompile, reverse engineer, disassemble, reproduce, modify, copy, distribute, publicly perform, publicly display or create derivative works of the Services or the source code of the software used to provide the Services (except as and only to the extent permitted by applicable law);
- Use our Services in excess of any applicable technical or capacity limitations;
- Use our Services to create a competitive product or service, or for benchmarking or vulnerability testing purposes, except as authorized by Magic Leap in writing; or
- Infringe upon or violate the rights of Magic Leap, other people in our community, or any third party.

By using our Services, you understand that Magic Leap does not endorse or actively review the content posted or sent by others within our Services. We will not be responsible for any liability incurred as the result of your interactions with others or your use of content provided by other people. Your use of any content provided by other people, and any interactions with others, is at your own risk.

Your Content

Our Services may include interactive features and areas where you can create, upload, store, and/or share content with us or others ("**Your Content**"). Your Content is considered non-confidential. Magic Leap does not have any ownership rights in Your Content, but you do grant Magic Leap some rights to use it. Specifically, you hereby grant Magic Leap a worldwide, irrevocable (except as set forth below), perpetual, non-exclusive, transferable, royalty-free and fully sublicensable right and license to use, copy, display, store, adapt, publicly perform and distribute Your Content so that Magic Leap can operate, deliver, and improve our Services. The license granted to Magic Leap to display or publicly perform Your Content is revocable by you if and when you choose to independently remove or delete any of Your Content uploaded to interactive features of our Services (e.g., message boards we may provide), to the extent that such Services provide the functionality to do so.

You are solely responsible for Your Content. Magic Leap has no obligation to review, approve, monitor, endorse, reject, refuse to post, screen, edit, move or remove any of Your Content or similar content created by other members of our community from our Services, but may choose to do so at any time, including if Your Content violates these terms. For repeat or serious violations, we may suspend or otherwise disable your access to our Services. Sad face.

You represent and warrant that (a) you either control or own Your Content, or you have obtained all rights necessary to share Your Content in compliance with these terms; (b) Your Content, and our use of Your Content as permitted under these terms, will not infringe, misappropriate or violate any third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable laws, rules, or regulations; and (c) Your Content does not violate our Community Guidelines (<https://www.magicleap.com/legal/community-guidelines>).

Feedback

We know you may have some ideas, feedback, or suggestions for us about our existing products and services including the Services ("**Feedback**"). If you do, we hope you'll tell us. If you provide Magic Leap with Feedback, you hereby grant Magic Leap a non-exclusive, perpetual and irrevocable license to use and exploit such Feedback for any purpose, including to incorporate such Feedback within its products and services, without providing payment or any other consideration to you. Magic Leap has no confidentiality or other obligations with respect to your Feedback.

Third-Party Materials and Web Sites

We may make available through our Services certain additional services, features, or content provided by third parties ("**Third-Party Materials**"). Your use of Third-Party Materials made available through the Services may be subject to additional terms and conditions of the third party. Magic Leap has no responsibility or liability with respect to your access to, or use of, the Third-Party Materials.

Our Services may also contain links or provide access to other web sites or other online services operated by third parties. Those third-party services are not under our control, and we are not responsible for the content on any third-party service or any link contained in a third-party service. We provide these links only as a convenience and we don't have any obligation to review, approve, monitor, endorse, move, remove, warrant, or make any representations with respect to third-party services.

Technology Required to Use the Services

Magic Leap hardware and/or software may be required to access and use certain Services. If hardware is required to use a particular Service, then it is up to you to acquire such hardware. When you sign into your Magic Leap ID account on such hardware or software, certain Services may be automatically enabled or offered to our users. Please review the system settings for the applicable hardware or software for more information. You may be subject to additional terms and conditions that may apply when you use such hardware and/or software (as defined in the end user license agreement or other similar terms that may accompany such hardware and/or software) or certain Services that are provided for such hardware or software.

Changes to the Services

Sometimes things happen. While we reserve the right to modify, suspend or discontinue our Services, or any part of our Services, at any time, we will use reasonable efforts to give you advance notice of material changes or the discontinuation of any Service. Magic Leap will not be liable to you or to any third party should it exercise such rights.

Use of Magic Leap World

Acquiring Apps and In-App Materials through Magic Leap World

Magic Leap World will enable you to browse, select and obtain a variety of Apps for use on the Magic Leap platform, some of which may offer In-App Materials for further purchase. If you purchase an App or any In-App Materials, you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable Taxes (as defined below) and other charges). We may accept various forms of payment, including credit and debit cards issued by Visa, MasterCard and American Express. Unless otherwise indicated, the purchase price of the Apps or In-App Materials will be billed in full at the time you make your purchase. When you buy Apps or In-App Materials, you represent and warrant that you are authorized to use the payment method you use to purchase access to and use of Apps and In-App Materials. By providing your payment information, you authorize us (or our third-party payment processor) to not only process your payment but also store your payment and related information. In the event the payment method you designate cannot be verified, is invalid, or is not otherwise acceptable, we may suspend or cancel your order. You are responsible for resolving any problems we encounter in order to proceed with your order.

Prices of Apps and In-App Materials offered for sale are subject to change without notice. We reserve the right to refuse or cancel orders at any time. You understand that Apps, In-App Materials and digital content purchased via Magic Leap World are intended for use only on the Magic Leap platform (and not on any other system) and you agree that we may supply them to you immediately upon purchase.

Taxes

If your use of the Services or access to and use of Apps or In-App Materials is subject to any type of use or sales tax, duty or other governmental tax or fee ("**Taxes**"), then we may charge you for those Taxes. You are responsible for any Taxes due with respect to your use of the Services and any Apps or In-App Materials you purchase.

Account

You must have a Magic Leap ID in order to purchase Apps or In-App Materials through our Services. You are responsible for all charges incurred in connection with your Magic Leap ID. Magic Leap may attempt to collect unpaid charges, including by attempting additional charges to your payment instrument, use of collections agencies and any other legal means. If you decide to cancel your Magic Leap ID, Magic Leap reserves the right, subject to any limitations under applicable laws, to collect fees, surcharges, or costs incurred before cancellation. Any delinquent or unpaid accounts must be settled before Magic Leap will allow you to register again.

Errors

We attempt to be as accurate as possible and to eliminate errors in relation to descriptions of our Services and pricing information; however, we do not represent or warrant that any Service descriptions or pricing information is accurate, complete, reliable, current or error-free. In the event of an error, we may contact you to correct such error and discuss an appropriate revision to your order or a price reduction. We also reserve the right to cancel the order and refund any amount charged.

Returns and Refunds

You may request a refund for an App you have purchased if the request is made within 30 days of purchase and you have only made nominal use of the App. For In-App Materials that are not consumed during the use of the App (e.g., virtual items or in-game currency), you may request a refund for any reason if the request is made within 48 hours of your purchase. We may refuse a refund request, including in instances of fraud, refund abuse, or other behavior that attempts to take advantage of these policies. If you are unable to install, access or use purchased Apps or In-App Materials, please contact our Customer Care team (<https://www.magicleap.care/hc/en-us>).

Billing Support

Magic Leap will be responsible for all billing questions related to Apps and In-App Materials purchased through Magic Leap World and for support with respect to the Magic Leap platform. Magic Leap has no obligation to provide support for Third-Party Apps or In-App Materials provided by a third party. Please contact our Customer Care team (<https://www.magicleap.care/hc/en-us>) for assistance.

Licenses to Apps

App licenses may be provided to you by either Magic Leap or a third party, as noted in Magic Leap World (as applicable, the "**App Licensor**"). Apps licensed to you by Magic Leap are "**Magic Leap Apps**". Except for Magic Leap Apps, Magic Leap is acting as an agent for the App Licensor in providing you with an App and is not a party to the end user license agreement between you and the applicable App Licensor. Any App that you acquire is governed by the Application End User License Agreement ("**Default EULA**") set forth below, unless the applicable App Licensor provides a custom end user license agreement ("**Custom EULA**"), which will be available for your review in Magic Leap World prior to downloading the App. Except for Magic Leap Apps, Magic Leap has no responsibility or liability with respect to your access to, or use of, Apps, or any content or functionality contained in such Apps, which is solely provided pursuant to a license between you and the applicable App Licensor. In no event will Magic Leap be considered the licensor of Apps (other than Magic Leap Apps), to have granted any rights to use such Apps, to have assumed any obligations or responsibility with respect to such Apps including (without limitation) in connection with any support or maintenance, warranties, product liability claims, failure to comply with applicable law, and claims of infringement or misappropriation of intellectual property right, or to have made any representations or warranties with respect to such Apps. To the extent Magic Leap is identified as a third-party beneficiary of the Default EULA or Custom EULA applicable to each App (excluding Magic Leap Apps), it may enforce such agreement.

In-App Materials

Apps may offer In-App Materials for use within such Apps. In-App Materials that are consumed during the use of the App (e.g., virtual items or in-game currency) can only be used in connection with the App where you obtained them or where they were developed or acquired by you as a result of usage, unless synchronized access is offered by the applicable App Licensor. You may be able to re-download previously acquired In-App Materials ("**Re-download**"), but In-App Materials may not be available for Re-download if the In-App Material is no longer offered.

App Maintenance and Support

Magic Leap is responsible for providing maintenance and support for Magic Leap Apps and with respect to the Magic Leap World only, or as required under applicable law. Please contact our Customer Care team (<https://www.magicleap.care/hc/en-us>) for assistance. App Licensors are responsible for providing maintenance and support for their Apps.

Suspension/Termination

We may immediately terminate these terms and consequently your access to our Services at any time if you violate these terms, create possible legal liability or if your use poses a health or safety risk. We take this very seriously. If we terminate these terms: (i) you will remain liable for all amounts due under your Magic Leap ID up to and including the date of termination; (ii) your Magic Leap ID will be deactivated and Your Content may be inaccessible, deleted, or deactivated, and (iii) your rights and obligations under these terms will terminate (other than those provisions that survive as described below).

You may also remove your Magic Leap ID at any time, which will terminate these terms (other than those provisions that survive as described below).

We will not have any liability for any termination of these terms for any of the reasons described above.

Intellectual Property

As you access our Services, you will be exposed pretty heavily to our secret sauce (or intellectual property as the best dressed people in our office call it). "**Our Technology**" (that is, the software, code, proprietary methods and systems used to provide the Services and other Magic Leap hardware and software products) is owned by us and/or our licensors under United States and international intellectual property laws. You must abide by all legal notices, information, or restrictions contained in, or attached to, any of Our Technology. Nothing in these terms grants you any rights to receive Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Services, according to these terms. Furthermore, nothing in these terms will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology.

The names, logos, and other business identifiers displayed on the Services constitute trademarks, tradenames, service marks or logos ("**Marks**") of Magic Leap or other entities. You are not authorized to use any Marks. Ownership of all such Marks and the goodwill associated with those Marks remain with Magic Leap or those other entities.

Complaints

In accordance with the Digital Millennium Copyright Act ("**DMCA**") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others or post other content that violates these terms (including our Community Guidelines) and applicable law. If you believe that anything on our Services infringes any copyright that you own or control or would like to bring a similar issue to our attention, you may notify our Designated Agent as follows:

Designated Agent: Anastasia Lang **Address:** Magic Leap, Inc., Attn: DMCA Agent, 7500 W. Sunrise Boulevard, Plantation, FL 33322 **Telephone:** 954-889-7010 **E-Mail Address:** copyright@magicleap.com (<mailto:copyright@magicleap.com>)

Please see 17 U.S.C. §512(c)(3) (<https://www.copyright.gov/title17/92chap5.html#512>) for the requirements of a proper notification under the DMCA and similar provisions under applicable law. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Magic Leap for certain costs and damages.

Warranty Disclaimer and Limits on Liability

The following paragraphs limit our liability to you and also limit your legal remedies. They are important and contain some overly lawyerly words, but we have to include them so we can provide our Services to you. Buckle up.

We've said it before, we say it below, and we'll say it again here one more time for good measure — nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law.

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE PROVIDING OUR SERVICES AND OUR TECHNOLOGY ON AN "AS IS" BASIS FOR USE AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT) AVAILABLE THROUGH OUR SERVICES) AND OUR TECHNOLOGY PROVIDED UNDER THESE TERMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, LOSS OR CORRUPTION OF DATA, OR ACCURACY. WE DO NOT WARRANT THAT YOUR USE OF OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AVAILABLE THROUGH OUR SERVICES) OR OUR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL WARRANTIES OR LIABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ON BEHALF OF ANY OF OUR AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, PARTNERS, OR LICENSORS ("**MAGIC LEAP PARTIES**"). THE FEATURES AND FUNCTIONALITY OF OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AVAILABLE THROUGH OUR SERVICES), PRODUCTS OR DEVICES MAY CHANGE AT ANY TIME AND MAGIC LEAP DISCLAIMS ANY RESPONSIBILITY FOR SUCH CHANGES OR ANY STATEMENTS MAGIC LEAP MAKES OR HAS MADE ABOUT THE EXISTENCE OF SUCH FEATURES OR FUNCTIONALITY. OUR SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE DATA OR INFORMATION PROVIDED BY OUR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

B. IN NO EVENT WILL MAGIC LEAP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AVAILABLE THROUGH OUR SERVICES) OR OUR TECHNOLOGY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MAGIC LEAP'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS, OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AVAILABLE THROUGH OUR SERVICES) AND OUR TECHNOLOGY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE SERVICES GIVING RISE TO THE APPLICABLE CLAIM OR ONE HUNDRED DOLLARS (\$100).

C. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MAGIC LEAP AND YOU. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF MAGIC LEAP FOR (A) DEATH OR PERSONAL INJURY CAUSED BY MAGIC LEAP'S GROSS NEGLIGENCE IN CONNECTION WITH THE SERVICES; OR FOR (B) ANY DAMAGES CAUSED BY MAGIC LEAP'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR EXCLUSIONS OR LIMITATIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU, AND MAGIC LEAP'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

Modifications to these Terms

Magic Leap reserves the right to change and make additions to these terms at any time. If we do, we'll make sure to notify you, for example, by sending a notification to your Magic Leap ID and/or giving notice through our Services. Unless we say otherwise in our notice, the revised terms will be effective immediately and your continued use of your Magic Leap ID after we provide notice of the changes will confirm your acceptance of the revised terms. We encourage you to review the terms from time to time to ensure you understand the terms and conditions that apply to your use of the Services. Your lawyer friends can be super helpful with this.

Governing Law and Venue

These terms and our relationship will be governed by the laws of the State of California, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. We hope this never happens, but if either of us has a claim against the other, most claims or disputes will be resolved by binding arbitration, as described in the **Arbitration Provision**. However, to the extent these terms permit litigation in court, we both agree that all claims and disputes arising out of or relating to these terms will be litigated exclusively in the state or federal courts located in Santa Clara County, California.

For our International Friends, please see the governing law and dispute resolution provisions specific to your jurisdiction in the **special terms**.

Compliance

You will comply with all applicable laws and regulations and will not, without prior government authorization, export, re-export, or transfer Magic Leap products, services (including the Services) or technology, either directly or indirectly, in violation of such laws and regulations. You represent and warrant that you (a) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, or that has been designated by the U.S. Government as a "terrorist supporting" country; (b) have not been identified as a "Specially Designated National" by the Office of Foreign Assets Control; (c) have not been placed on the U.S. Commerce Department's Denied Persons List;" and (d) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these terms.

Communications

Because we have to get your permission for legal purposes, you (a) consent to receive communications from us about your account in an electronic form, whether via email or posting on our Services or other reasonable means; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we send to you electronically satisfy any legal requirement that such communications must be in writing. If you have any questions about this, please reach out to legal@magic Leap.com (mailto:legal@magic Leap.com).

General Provisions

These terms are personal to you, and you may not assign or delegate your right and/or duties under these terms to anyone else. Any attempted assignment or delegation is void. You acknowledge that we have the right to seek an injunction, if necessary, to stop or prevent your violation of these terms. Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is in writing, signed by us. No waiver of any breach or default in one instance will constitute a waiver of any subsequent breach or default. If for any reason a court of competent jurisdiction finds any provision of these terms to be unenforceable, that provision of these terms will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these terms will continue in full force and effect. These terms constitute the entire agreement between us with regard to your access to and use of the Services.

Survival

Even if our relationship ends, Magic Leap has the right to continue to use Your Content and the Feedback you have provided to us in the ways permitted by these terms (subject to your rights above), and the following provisions will also continue to apply: Licenses to Apps, In-App Materials, Use of Magic Leap World, Suspension/Termination, Intellectual Property, Warranty Disclaimer and Limits on Liability, Governing Law and Venue, Compliance, General Provisions, Survival, Application End User License Agreement, the Arbitration Provision, and the special terms (to the extent applicable).

Application End User License Agreement (Default EULA)

Apps made available through Magic Leap World are licensed, not sold, to you. Your license to each App is subject to your prior acceptance of either this Default EULA or a Custom EULA between you and the App Licensor, if one is provided through Magic Leap World. Your license to any Magic Leap App under this Default EULA or a Custom EULA is granted by Magic Leap, and your license to any other App under this Default EULA or Custom EULA is granted by the applicable App Licensor of that App. The App Licensor reserves all rights in and to the App not expressly granted to you under this Default EULA or a Custom EULA. Nothing in this Default EULA will affect your legal rights under the laws applicable in your country or jurisdiction.

(a) Scope of License

The App Licensor grants to you a nontransferable license, unless and until this Default EULA is terminated, to install, access and use the App for your personal and noncommercial purposes on a hardware device manufactured by or on behalf of Magic Leap (each, a "**Device**") owned or controlled by you. The terms of this Default EULA will govern any In-App Materials used within the App as well as upgrades provided by the App Licensor that replace or supplement the original App, unless such upgrade is accompanied by a Custom EULA. You may not distribute or make the App available over a network where it could be used by multiple Devices at the same time. You may not transfer, redistribute or sublicense the App and, if you sell your Device to a third party, you must remove the App from the Device before doing so. You may not copy (except as permitted by this Default EULA), reverse-engineer, decompile, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the App).

(b) Termination

This Default EULA is effective until terminated by you or the App Licensor. Your rights under this Default EULA will terminate automatically if you fail to comply with any of its terms.

(c) External Services

The App may enable access to the App Licensor's and/or third-party services and websites (collectively and individually, "**External Services**"). Use of the External Services is at your sole risk. The App Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and will not be liable for any such third-party External Services. You will not use the External Services in any manner that is inconsistent with the terms of this Default EULA or that infringes the intellectual property rights of the App Licensor or any third party. You will not use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and the App Licensor is not responsible for any such use. External Services may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. The App Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

(d) Warranty Disclaimer and Limits of Liability

(i) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APP LICENSOR IS PROVIDING THE APP ON AN "AS IS" BASIS FOR USE AT YOUR OWN RISK. THE APP LICENSOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APP (INCLUDING ANY IN-APP MATERIALS AVAILABLE THROUGH THE APP), WHETHER EXPRESS IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, OR ACCURACY. THE APP LICENSOR DOES NOT WARRANT THAT YOUR USE OF THE APP (INCLUDING ANY IN-APP MATERIALS AVAILABLE THROUGH THE APP) WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE. THE FEATURES AND FUNCTIONALITY OF THE APP (INCLUDING ANY IN-APP MATERIALS AVAILABLE THROUGH THE APP), MAY CHANGE AT ANY TIME AND THE APP LICENSOR DISCLAIMS ANY RESPONSIBILITY FOR SUCH CHANGES.

(ii) IN NO EVENT WILL THE APP LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE APP (INCLUDING ANY IN-APP MATERIALS AVAILABLE THROUGH THE APP), WHETHER OR NOT THE APP LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE APP LICENSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS DEFAULT EULA OR THE APP (INCLUDING ANY IN-APP MATERIALS AVAILABLE THROUGH THE APP), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE APP (OR IN-APP MATERIALS) GIVING RIGHT TO THE APPLICABLE CLAIM OR ONE HUNDRED DOLLARS (\$100).

(iii) THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE APP LICENSOR AND YOU. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF THE APP LICENSOR FOR (A) DEATH OR PERSONAL INJURY CAUSED BY THE APP LICENSOR'S GROSS NEGLIGENCE IN CONNECTION WITH THE APPS; OR FOR (B) ANY DAMAGES CAUSED BY THE APP LICENSOR'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

(iv) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR EXCLUSIONS OR LIMITATIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU, AND THE APP LICENSOR'S LIABILITY WILL BE LIMITED TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

(e) Compliance

You will comply with all applicable laws and regulations and will not, without prior government authorization, export, re-export, or transfer any App, either directly or indirectly, in violation of such laws and regulations. You represent and warrant that you (i) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) have not been identified as a "Specially Designated National" by the Office of Foreign Assets Control; (iii) have not been placed on the U.S. Commerce Department's Denied Persons List;" and (iv) will not use any App if any applicable laws in your country prohibit you from doing so in accordance with these terms.

(f) Governing Law

This Default EULA and the relationship between you and the App Licensor will be governed by the laws of the State of California, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. For Magic Leap Apps, the **Arbitration Provision** will apply to most claims or disputes, except as otherwise noted therein. This section (f) will apply to all disputes under this Default EULA except where required otherwise by applicable law.

(g) Commercial Items

The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Agreement to Arbitrate and waiver of Class Action

Please carefully read the following agreement to arbitrate and waiver of class action ("Arbitration Provision"). It requires you to arbitrate disputes with Magic Leap and limits the manner in which you can seek relief from us. It prevents you from bringing any class, collective, or representative action against Magic Leap, it prevents you from participating in or recovering any relief in any class, collective, or representative action anyone else might bring against Magic Leap, and it prevents you from suing Magic Leap in court or from having a jury trial.

Whether to agree to arbitration is an important decision. It is your decision to make and you shouldn't rely only on the information in this Arbitration Provision, because it is not intended to explain the pros and cons of arbitration. You should conduct your own research and ask others about the consequences of this decision, and you can opt out of this Arbitration Provision if you want to, by following the instructions below.

For our International Friends, this Agreement to Arbitrate and Waiver of Class Action may not be binding for your relationship with us - please see the dispute resolution provisions specific for your jurisdiction in the **special terms**.

Applicability of Arbitration Provision

You agree that any dispute or claim relating in any way to these terms, including this Arbitration Provision, to our privacy policy or data security generally, or otherwise related to the Services or our devices or products, including any software ("**Disputes**") will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; (b) you or Magic Leap may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents); and (c) Magic Leap may seek equitable relief in court (including an injunction), if necessary, to stop or prevent your violation of these terms. **This Arbitration Provision will apply, without limitation, to all Disputes that arose or were asserted before these terms or any prior version of these terms were in effect, as well as to all Disputes arising thereafter.**

Waiver of Class Relief

WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AGREE THAT YOU AND MAGIC LEAP WILL NOT COMMENCE AGAINST THE OTHER, OR PARTICIPATE IN, A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING. YOU AND MAGIC LEAP ARE EACH WAIVING RESPECTIVE RIGHTS TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Arbitration Rules and Forum

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Paracorp Incorporated, 2804 Gateway Oaks Drive #200, Sacramento, CA 95833-3509. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available here (<http://www.jamsadr.com/rules-streamlined-arbitration/>); all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available here (<http://www.jamsadr.com/rules-comprehensive-arbitration/>). JAMS's rules are also available here (<http://www.jamsadr.com/>) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will jointly select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees ("**Arbitration Fees**") and cannot obtain a waiver from JAMS, Magic Leap will pay them for you. In addition, Magic Leap will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. However, if you are a consumer (i.e., an individual who uses the Services primarily for personal, family or household purposes), Magic Leap will pay all Arbitration Fees, except that you will be responsible for JAMS's filing fees not to exceed \$250 if you initiate the arbitration. Likewise, Magic Leap will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous, provided that, if you are a consumer, Magic Leap will not be able to recover Arbitration Fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any final decision made by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator

The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of these terms, including this Arbitration Provision including, but not limited to, any claim that all or any part of these terms or this Arbitration Provision are void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and Magic Leap. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these terms (including the Arbitration Provision). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial

YOU AND MAGIC LEAP HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Magic Leap are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Provision, except as specified in the Applicability of Arbitration Provision section above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE PERSON CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON. In the event that this subparagraph is deemed invalid or unenforceable, neither you nor Magic Leap are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in the Governing Law and Venue section above.

Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Provision by sending written notice of your decision to opt out to the following address: Magic Leap, Inc., Attn: General Counsel, 7500 W Sunrise Blvd, Plantation, FL 33322, and/or arbitration@magicleap.com (<mailto:arbitration@magicleap.com>) within 30 days after first becoming subject to this Arbitration Provision. Your notice must include your name and address, your Magic Leap ID, and an unequivocal statement that you want to opt out of this Arbitration Provision. If you opt out of this Arbitration Provision, all other provisions of these terms will continue to apply to you. Opting out of this Arbitration Provision has no effect on your agreement to the rest of these terms or your agreement to any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability

If any part or parts of this Arbitration Provision are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Provision will continue in full force and effect.

Survival of Provision

This Arbitration Provision will survive the termination of your relationship with Magic Leap.

Modification

Notwithstanding any provision in these terms to the contrary, we agree that if we make any future material change to this Arbitration Provision, such change will not apply to any individual claims of which you had already provided notice to Magic Leap.

SPECIAL TERMS FOR OUR INTERNATIONAL FRIENDS

Hey, International Friends! These special terms set forth additional rights and supplemental terms that may apply to our relationship. If there is a provision in our standard terms that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

European Union

General. The following special terms apply to all residents of the United Kingdom (U.K.) or the European Union ("**EU Customers**"):

- These terms shall not limit any of our obligations or your rights under applicable data protection or other laws that cannot be limited by contract.
- Nothing in these terms will limit your rights to reverse engineering for the purpose of achieving interoperability with other programs where permitted without consent by mandatory law.
- Please be advised that the following terms constitute "key" terms between you and Magic Leap: Acceptable Use, Intellectual Property and Compliance.
- The laws of the State of California will continue to apply to our relationship, subject to any applicable mandatory local law. You may bring a legal action relating to these terms or your relationship with Magic Leap in either the state or federal courts located in Santa Clara County, California or in the courts located in your country of residence. In other words, the choice of where to bring your action is up to you.
- If you are not happy with the way Magic Leap deals with any disagreement in connection with these terms we may collectively agree to refer the matter to a form of dispute resolution (including as described in the Arbitration provision above), but neither of us are restricted from bringing court proceedings. In other words, the Arbitration Provision is optional, not mandatory. The European Commission provides for an online dispute resolution platform, which you can access here (<http://ec.europa.eu/consumers/odr/>). If you would like to bring a matter to our attention, please email legal@magicleap.com (<mailto:legal@magicleap.com>).

France. If you are an EU Customer who is a resident of France, the following special terms also apply:

- Pursuant to Article L. 213-1 of the French Consumer Code, you are entitled to request access to all agreements entered into with you for a value of €120 or more. Your right to access such agreements may be exercised at any time by contacting legal@magicleap.com (<mailto:legal@magicleap.com>).
- With respect to any Apps you have purchased from Magic Leap, you may benefit from the statutory warranty of conformity and the statutory warranty against latent defects regarding such Apps (capitalized terms used below are defined in the applicable statute):

- Statutory warranty of conformity: as per Articles L217-4 to L217-14 of the Consumers Code the Customer has two years from the delivery of the product to obtain a repair or replacement of the product (subject to costs considerations as detailed under Article L217-9 of the Consumer Code).
- Statutory warranty against latent defects: as per Articles 1641 to 1649 of the Civil Code the Customer has two years from the discovery of the defect to claim a return of the product. The Customer will have to prove that the defect existed when the product was received.

Germany. If you are an EU Customer who is a resident of Germany, the following special terms also apply:

- The section "WARRANTY DISCLAIMER AND LIMITS ON LIABILITY" will be replaced by the following clauses:
 - No provision of this agreement should be understood as a promise of a guarantee, except where specifically named as such. Magic Leap specifically excludes a guarantee for initial defects pursuant to section 536a (1) of the German Civil Code.
 - As our Services are provided for free, we exclude any warranties and liabilities for our Services agreed to in connection with this agreement. Our liability for intent and gross negligence, for claims under the German Product Liability Act, in the case of fraudulent concealment of defects or a guarantee in respect to characteristics as well as for damages to life, body or health shall remain unaffected and will be determined exclusively in accordance with statutory law.
- Please note that according to Sect. 36 (1) VSGB (German Consumer Dispute Settlement Act), we are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

UK. If you are an EU Customer who is a resident of the U.K., the following special terms also apply:

- Magic Leap does not limit or exclude any liability for defective products under the Consumer Protection Act 1987.

Having trouble signing in? [Contact Us \(mailto:care@magicleap.com?subject=Trouble%20Signing%20In\)](mailto:care@magicleap.com?subject=Trouble%20Signing%20In)

[Cookie Preferences](#) [Cookie Policy \(https://www.magicleap.com/legal/cookie-policy\)](https://www.magicleap.com/legal/cookie-policy).

[Privacy Policy \(https://www.magicleap.com/privacy\)](https://www.magicleap.com/privacy), [Legal](#)
(<https://www.magicleap.com/legal>), [Email Preferences \(https://www.magicleap.com/access-preference-center\)](https://www.magicleap.com/access-preference-center).

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Select Language:

English



CREATOR AGREEMENT

DATE OF LAST REVISION: JULY 23, 2019

Welcome! Magic Leap is looking for innovative and engaged creators to develop incredible content for our platform and help bring our vision of mixed reality to life. To help those creators that are up for the challenge, we've built the Magic Leap creator portal ("**portal**" for short) to serve as a home-base for tools, resources, updates, and the collective wisdom of our creator community. This creator agreement ("**Agreement**") governs your use of the portal, and includes other important terms regarding your relationship with Magic Leap and each party's rights. This includes an **Arbitration Provision** regarding **binding arbitration of disputes** and a waiver of certain rights to jury trials and/or class actions. By accessing or using the portal, or by clicking that you agree when prompted by Magic Leap, you accept this Agreement and will be considered part of our creator community (*welcome!*). If you don't agree to the terms of this Agreement, you may not access the portal.

Please note that this Agreement is binding on you personally - it doesn't cover your employer or company. Companies can join our creator community by registering as publishers, which is a separate process that will enable them to submit and publish applications to our application store, Magic Leap World.

Magic Leap is based in the U.S. but is excited to welcome (with a special "cheers," "bonjour," and "guten tag") new community members in jurisdictions where we are making our products available for commercial sale (our "**International Friends**"). Your particular country or jurisdiction may have enacted certain laws, statutes and other legislation that apply to our legal relationship. We want to be crystal clear — nothing in this Agreement will affect your legal rights under the laws applicable in your country or jurisdiction. We've noted below where our International Friends may be entitled to different or additional terms based applicable laws (referred to as the "**special terms**" throughout this Agreement and in our other agreements for our platform). You can find the special terms that may apply to our International Friends at the end of this Agreement.

Creator Resources

Portal Access

You will need a Magic Leap ID to access certain resources in the portal. Don't allow anyone else to access such resources using your Magic Leap ID. Remember that the Magic Leap Account Terms and Conditions (<https://auth.magicleap.com/terms/user>) apply to all uses of your Magic Leap ID, including access to certain resources in the portal. In addition, you represent and warrant that you are at least **18** years old and that you have the right to enter into this Agreement.

Portal Content

If you access the portal, you will have the ability to access and/or download:

- certain Magic Leap creator materials, such as software development kits ("**SDKs**"), tools, documentation, learning resources, Example Assets (as defined below), and other content (collectively, the "**Magic Leap Materials**"); and
- certain third-party software, tools, services, features, applications, or content (collectively, "**Third-Party Materials**," and together with the Magic Leap Materials, the "**Portal Content**").

Subject to the terms of this Agreement, Magic Leap grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement, under any intellectual property rights Magic Leap and its licensors of the Third-Party Materials ("**Licensors**") may have (as applicable), to use the Portal Content for development and testing of software applications for use on or with, and distribution through, Magic Leap's Platform ("**Applications**"), developing tools that interoperate with or support the Platform, or any other purpose approved in writing in advance by Magic Leap. "**Platform**" means Magic Leap's spatial computing technology platform, including Magic Leap's mixed reality hardware device(s) manufactured by or on behalf of Magic Leap, Magic Leap's operating systems and other on-device software, the portal, Portal Content, Magic Leap World, our websites and software applications, and all other aspects of our mixed reality ecosystem.

If we provide you with an update to any Portal Content, we may terminate the above license for prior versions of that Portal Content, which means you'll have to immediately discontinue using those prior versions. Also, if the update is accompanied by a separate license, the terms of that license will apply; otherwise, the update will be subject to the terms of this Agreement.

To the extent any Portal Content is provided to you outside of the portal (e.g., via Github or similar public repositories, or direct electronic transfers) and is expressly provided pursuant to the terms of this Agreement, you agree that this Agreement governs your use of such Portal Content.

Example Assets

Magic Leap may provide you with example or template source code, projects or content delivered within the "samples" or "templates" folder in the install directory of a Magic Leap SDK, or expressly made available as a "sample", "tutorial", "example" or "template" project (e.g., Magic Kit Samples, Experience Samples, Goat_Labs Samples, etc.) through the portal as a starting point in creating your own Application pursuant to the terms below ("**Example Assets**").

- *Unrestricted Example Assets.* The following applies to Example Assets that are not Restricted Example Assets (as defined below) ("**Unrestricted Example Assets**") and may include, without limitation, certain code, libraries, scenes, scripts, and configuration files. Provided that your changes or additions to Unrestricted Example Assets are sufficiently substantial to create a derivative Application (as determined in Magic Leap's sole discretion), Magic Leap hereby grants you the right to use, modify, publish, and distribute those modified Unrestricted Example Assets as part of your Application. You shall comply with all laws applicable to the foregoing activities. We may provide certain Unrestricted Example Assets that are subject to a Licensor Agreement (as defined below). The rights in this section do

not expand or modify your limited rights to any Portal Content that are not Unrestricted Example Assets (including, but not limited to, our SDK).

- *Restricted Example Assets.* The following applies only to Restricted Example Assets. Certain Example Assets may be marked as "Restricted", "Not For Redistribution" or similar on the portal, in the file directories of the downloadable package, or in the materials accompanying such assets ("**Restricted Example Assets**") and may include, without limitation, certain icons, logos, artwork, font files or similar assets. Restricted Example Assets are licensed to you under separate license terms if such terms are included in the materials accompanying the Restricted Example Assets ("**Restricted Example Asset Terms**"). If separate license terms are not provided with a Restricted Example Asset, then the terms of this Agreement with respect to Portal Content will apply (including the scope of license in this Section 1 and the restrictions in Section 2). In the event of a conflict between the terms of this Agreement and the Restricted Example Asset Terms, the Restricted Example Asset Terms will govern. No other use of the Restricted Example Assets is licensed or permitted, and you may not otherwise use, modify, adapt, alter, reproduce, distribute, sublicense, or transfer Restricted Example Assets.

Development Certificates

Magic Leap may issue you digital certificates for the development and testing of Applications ("**Development Certificates**"). All Applications must be signed with a Development Certificate in order to be installed on Devices. You are responsible for maintaining the confidentiality of, and preventing unauthorized access, use or disclosure of, any Development Certificates and corresponding private keys that may be issued to you by Magic Leap. You will be solely responsible for all Applications that are developed under your Development Certificates. You will use any Development Certificates issued to you solely as permitted by Magic Leap to sign your Applications, and will not use any Development Certificates issued to you to sign any third party application. You may revoke Development Certificates issued to you at any time. Magic Leap may also revoke any Development Certificate at any time, in the event Magic Leap believes there are technical issues with a Development Certificate, a Development Certificate (including your use of a Development Certificate) poses a security risk to the Platform, your use of a Development Certificate otherwise contravenes any limitations or restrictions set forth by the Platform, or in any other exigent circumstances. You acknowledge and agree that Development Certificates do not entitle you to distribute Applications through the Platform or otherwise use Development Certificates other than for your internal development and testing purposes, and that you may be required to agree to additional terms to access digital certificates for the purpose of digitally signing and distributing your Applications through our Platform.

Third-Party Materials

Your use of a Third-Party Material made available through the portal may be subject to the Licensor's own license agreement, notices, restrictions, or other terms that the Licensor provides you ("**Licensor Agreement**"), which, if applicable, may be found in documentation or materials accompanying those Third-Party Materials or the Portal Content, _____ or _____ at <https://www.magicleap.com/legal/oss-notices> (<https://www.magicleap.com/legal/oss-notices>)

. If your use of a Third-Party Material is not subject to a Licensor Agreement, then the terms of this Agreement will apply. In the event of a conflict between the terms of this Agreement and the terms of a Licensor Agreement, the terms of the Licensor Agreement will govern. Magic Leap has no responsibility or liability with respect to your access to or use of the Third-Party Materials, or any specifications, descriptions, or other materials our Licensors may provide with their Third-Party Materials. Notwithstanding the foregoing, to the extent that any Third-Party Materials consist of OSS (as defined below) and Magic Leap received such OSS from a third party under an upstream license permitting sublicensing under this Agreement, then Magic Leap hereby sublicenses such OSS to you under the terms of this Agreement and not the applicable upstream license. Otherwise, you receive such OSS from the third party directly under the terms of the upstream license. Note that Magic Leap may still provide you with the text of an upstream license permitting sublicensing in accordance with the requirements of that upstream license, but the associated third-party OSS remains sublicensed to you under this Agreement. As set forth in the Warranty Disclaimer and Limits on Liability section of this Agreement, neither Magic Leap nor its licensors shall have any liability for any Third-Party Materials (or any specifications, descriptions, or other materials our Licensors may provide with their Third-Party Materials) and they make no representation or warranty for any Third-Party Materials including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and non-infringement. "**OSS**" means software distributed as "free software," "open source software" or under similar licensing or distribution terms. Information and terms associated with Third-Party Materials may be found in the NOTICES file, a copy of which may accompany the Portal Content delivered to you, and is incorporated by reference herein in its entirety. The presence and usage of or compliance with Third-Party Materials, including any Licensor Agreements, is Confidential Information. If we mention our Licensors or other third parties, or their products or services, in any materials we provide you, it's for informational purposes only and doesn't constitute our endorsement of those parties, products, or services.

The portal may also contain links or provide access to other web sites operated by third parties. Those third-party web sites are not under our control, and we are not responsible for the content of any third-party web site or any link contained in a third-party web site. We provide these links only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party web sites.

Acceptable Use of Services

Magic Leap may also provide our creator community with certain services through the portal, including any forums or support (our "**Services**"). We're not obligated to provide you with any Services, but we may decide to do so anyway. If we do provide you with Services, they're for your use only, solely in connection with the use or exercise of your rights pursuant to this Agreement.

You'll be able to interact with others through our Services, including by viewing content created by others. You are solely responsible for your interactions with other people through our Services. You must abide by these acceptable use requirements and our Community Guidelines (<https://www.magicleap.com/legal/community-guidelines>) when using our Services – they are also a part of these terms. Magic Leap may, but has no obligation to, monitor your use of the Services to ensure that you are following these acceptable use requirements and Community Guidelines.

In addition, you agree that you won't:

- Use our Services in a way that negatively affects others or our ability to provide the Services;
- Use our Services for any illegal or unauthorized purpose;
- Use any technology or other means not authorized by us to access our Services or to extract data;
- Attempt to gain unauthorized access to any Magic Leap Services, including by trying to circumvent any restrictions;
- Attempt to decipher, decompile, reverse engineer, disassemble, reproduce, modify, copy, distribute, publicly perform, publicly display or create derivative works of the Services or the source code of the software used to provide the Services (except as and only to the extent permitted by applicable law);
- Use our Services to create a competitive product or service, or for benchmarking or vulnerability testing purposes, except as authorized by Magic Leap in writing; or
- Infringe upon or violate the rights of Magic Leap, other people in our community, or any third party.

By using our Services, you understand that Magic Leap does not endorse or actively review the content posted or sent by others within our Services. We will not be responsible for any liability incurred as the result of your interactions with others or your use of content provided by other people. Your use of any content provided by other people, and any interactions with others, is at your own risk.

Pre-Release Materials

As part of the creator community, you may have the opportunity to receive certain pre-release Magic Leap hardware or other materials at Magic Leap's option. Your use of any pre-release materials may be conditioned on your acceptance of additional terms that we provide you and subject to confidentiality obligations as set forth below. In the event of any conflict between the terms provided for any pre-release materials and this Agreement, the other terms will govern your use of the pre-release materials.

Restrictions

You are not allowed to (directly or indirectly): (a) modify, adapt, alter, or create any derivative works of the Portal Content, except as necessary to develop Applications for our Platform as permitted herein; (b) provide or transfer Portal Content to any third party without Magic Leap's prior written consent or as otherwise permitted herein; (c) work around, interfere with, exceed or circumvent any technical limitations or software protection measures in the portal, the Portal Content, or the Services, including any system alerts, notices, indicators, consent screens, texts, hyperlinks or other messaging intended to be provided to end users of any Application; (d) reverse engineer, decompile, translate, disassemble, or otherwise attempt to derive any source code of the Portal Content not provided in source code format (except as and only to the extent permitted by applicable law); (e) publish, rent, lease, distribute, lend, sell, sublicense, or otherwise commercialize the Portal Content or your access to the portal; (f) release or disclose the results of your use, development, or evaluation of the Portal Content; (g) perform, or release or disclose the results of, any benchmark testing or vulnerability assessments of the Portal Content; (h) introduce into the portal or the Portal Content, or include in or with any Application, any viruses, trojan horses, malware, spyware, adware or other disruptive software, or any software code, which is designed to disrupt, damage, or perform unauthorized actions on a computer system; (i) remove or alter any proprietary notices or labels on or in the portal or the Portal Content; (j) use the portal or Portal Content to directly or indirectly develop any product or service that competes with the Magic Leap Platform; or (k) disclose any source code you may receive through the portal.

You also may not combine the portal, or any Portal Content with any OSS or other materials under any "Excluded License." An "**Excluded License**" is a license that, as a condition of use, modification and/or distribution of software subject to such license, would restrict the ability of Magic Leap to protect its proprietary interests in the Portal Content, including protecting its intellectual property rights therein, or (1) requires the disclosure or distribution in source code form of any software subject to the license or any software used, based on, or distributed in connection with software subject to the license; (2) requires the licensing of any software subject to the license or any software used, based on, or distributed in connection with software subject to the license for the purpose of making derivative works; (3) imposes any restriction on the consideration to be charged for the distribution of any software subject to the license or any software used, based on, or distributed in connection with software subject to the license; or (4) creates, or attempts to create, obligations for Magic Leap or any Licensor with respect to any intellectual property rights or grant, or attempt to grant, to any third party, any rights or immunities under any intellectual property rights of Magic Leap or a Licensor. Examples of Excluded Licenses include, but are not limited to, licenses incorporating copyleft requirements, such as the GNU General Public License, GNU Lesser General Public License, SleepyCat License, or Mozilla Public License.

Applications

We may publish certain application guidelines and/or content rulebooks in the portal. You agree to develop any Applications in compliance with those guidelines. Applications that are developed by you may only be distributed through Magic Leap World or via other distribution methods developed by Magic Leap for our Platform and generally offered to our creator community for such distribution.

Applications that comply with this Agreement and any application guidelines issued by us may be submitted to us for evaluation for distribution through Magic Leap World or other permitted distribution methods. You acknowledge and agree that prior to submission of any Application for such consideration, you (or another authorized agent of the organization that you are working on behalf of) must register as a publisher and agree to the terms of our Publisher Registration Agreement.

Confidentiality Obligations

Magic Leap IP and Other Information

You acknowledge that you may receive non-public information relating to Magic Leap, its business, products, services, and related intellectual property, including the Magic Leap IP (as defined below) (collectively, "**Confidential Information**") in connection with your use of any pre-release materials accessed through the portal. You agree to keep the Confidential Information confidential, not to publish or disclose any Confidential Information to a third party, and only use such information to the extent necessary to exercise your rights under this Agreement. You will use at least a reasonable standard of care in maintaining the confidentiality of the Confidential Information. Your obligations with respect to Confidential Information will continue even after you have stopped using the portal. You agree to destroy or return any Confidential Information at Magic Leap's request.

Permitted Disclosures

Your confidentiality obligations won't apply to any information that we publicly disclose outside of the portal about our pre-release materials, except that even after we make such disclosures, you still can't post screen shots of those materials outside of the portal or redistribute those materials outside the portal except as permitted in this Agreement or with our prior, express written approval in each instance.

Notwithstanding the above paragraphs, you may disclose Magic Leap's Confidential Information to the extent the disclosure is required by law or by order of a court or governmental agency. However, in such event, you will assist Magic Leap in obtaining a protective order or similar protection to maintain the confidentiality of the Confidential Information to the extent possible and legally permitted.

Remedies

You also acknowledge that if you breach this Confidentiality Obligations section, it will cause immediate and irreparable injury to Magic Leap and Magic Leap will have the right to seek and obtain injunctive relief, and to pursue any other remedies available at law or in equity, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

Feedback

You will have the option to provide us with feedback, suggestions, comments, changes, enhancements, updates and modifications relating to the portal, Portal Content or other existing Magic Leap products or services in your discretion (collectively, "**Feedback**"). From time to time, Magic Leap may request that you provide Feedback in a specified form, manner and/or frequency, provided that all such Feedback will be at your discretion. Without limiting the generality of the foregoing, you will use commercially reasonable efforts to submit notice of any and all hardware or software bugs, defects, or other issues with the features, functionality, or performance of any Portal Content to Magic Leap promptly upon occurrence. Any such notices will be deemed Feedback. You hereby grant Magic Leap a non-exclusive, perpetual and irrevocable license to use and exploit such Feedback for any purpose, including incorporating such Feedback within its products and services, without providing payment or any other consideration to you. Magic Leap has no confidentiality or other obligations with respect to your Feedback.

Privacy

Your privacy is important to us. Our Privacy Policy (<https://www.magicleap.com/legal/privacy>) describes how we collect, use and disclose information we collect about you. Please read our Privacy Policy carefully so you understand how we use and share information we collect about you.

Your Content

The portal may include interactive features and areas where you can create, upload, store, and/or share content (other than Applications) with us or others ("**Your Content**"). Your Content is considered non-confidential. Magic Leap does not obtain any ownership rights in Your Content, but you grant Magic Leap a worldwide, irrevocable (except as set forth below), perpetual, non-exclusive, transferable, fully paid, royalty-free and fully sublicensable right to use, copy, display, store, adapt, publicly perform and distribute Your Content so that Magic Leap can operate, deliver, and improve the portal. The license granted to Magic Leap for Your Content is revocable by you only if and when you choose to independently remove or delete any of Your Content uploaded to the Portal, to the extent that the Portal provides the functionality to do so.

You are solely responsible for Your Content. Magic Leap has no obligation to review, approve, monitor, endorse, reject, refuse to post, screen, edit, move or remove any of Your Content or similar content created by other members of our creator community from the portal, but may choose to do so at any time, in its discretion. If Your Content violates this Agreement, we may remove it. For repeat or otherwise serious violations, we may suspend or otherwise disable your access to the portal and terminate this Agreement.

You represent and warrant that (a) you either control or own Your Content, or you have obtained all rights necessary to share Your Content in compliance with this Agreement; (b) Your Content, and our use of Your Content as permitted under this Agreement, will not infringe, misappropriate or violate any third-party's intellectual property rights, rights of publicity or privacy, or result in the violation of any applicable laws, rules, or regulations; and (c) Your Content does not violate our Community Guidelines (<https://www.magicleap.com/legal/community-guidelines>).

Complaints

In accordance with the Digital Millennium Copyright Act ("**DMCA**") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others or post other content that violates this Agreement or any of our other applicable terms (including our Community Guidelines) and applicable law. If you believe that anything on our Services infringes any copyright that you own or control or would like to bring a similar issue to our attention, you may notify our Designated Agent as follows: **Designated Agent:** Anastasia Lang **Address:** Magic Leap, Inc., Attn: DMCA Agent, 7500 W. Sunrise Boulevard, Plantation, FL 33322 **Telephone:** 954-889-7010 **E-Mail Address:** copyright@magicleap.com (<mailto:copyright@magicleap.com>)

Please see 17 U.S.C. §512(c)(3) (<http://www.copyright.gov/title17/92chap5.html#512>) for the requirements of a proper notification under the DMCA and similar provisions under applicable law. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Magic Leap for certain costs and damages.

Intellectual Property Rights

Your Ownership

Unless otherwise specified in a separate agreement with Magic Leap, you retain, and will own, all rights (including intellectual property rights), title, and interest in and to each Application, (excluding any Magic Leap IP incorporated in or necessary to use such Application), and Your Content.

Magic Leap Ownership

Except for the limited rights granted under this Agreement, Magic Leap and its Licensors retain, and will own, all rights (including intellectual property rights), title, and interest in and to the portal and Portal Content (collectively, the "**Magic Leap IP**"). You must abide by all copyright notices, information, or restrictions contained in or attached to the portal and/or the Portal Content.

No Implied Licenses

You may not use the Magic Leap IP except as expressly permitted under this Agreement. Furthermore, except as expressly set forth in this Agreement, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to the Magic Leap IP.

Magic Leap Marks

Subject to the terms of this Agreement, Magic Leap hereby grants you, during the term of this Agreement, under any trademark rights Magic Leap may have, permission to use certain Magic Leap display names, trademarks, trade names, service marks or logos made available to you by Magic Leap ("**Marks**") solely in accordance with the Magic Leap Trademark Guidelines (<https://www.magicleap.com/legal/creator-trademark-guidelines>)

as may be amended from time to time by Magic Leap. Other than as set forth in this section, Magic Leap reserves all right, title, and interest in and to the Marks.

Except as expressly stated above, you're not allowed to use any Marks or any other trademarks of Magic Leap. Ownership of all the Marks and the goodwill associated with the Marks remains with us or those other entities.

Independent Development

Nothing in this Agreement prevents Magic Leap or other creators who may have relationships with Magic Leap from developing or having developed products, content, software, concepts, systems or techniques that are similar to or compete with Applications, or other products, content, software, concepts, systems or techniques that you may develop pursuant to this Agreement. You acknowledge that multiple products may be in simultaneous development for Magic Leap's Platform at any time. In addition, nothing in this Agreement prevents you from developing or having developed products, content, software, concepts, systems or techniques for use on other platforms that may be similar to or compete with products, content, software, concepts, systems or techniques of Magic Leap, provided that your use of the Portal Content is in compliance with this Agreement.

Termination

We reserve the right to monitor your use of the portal to make sure you're complying with this Agreement. We really want you to use the portal to develop cool stuff for our Platform. However, we may suspend or disable your access to the portal and and/or terminate this Agreement if we think you're violating this Agreement or any other Magic Leap terms, agreements, guidelines or policies; violating any laws, rules or regulations; creating possible legal liability or if we believe your use poses a security, health or safety risk. We will not have any liability for termination of this Agreement.

You have the right to terminate this Agreement at any time for any reason.

If this Agreement is terminated for any reason, your access to the portal and your license to the Portal Content will immediately terminate. However, even if this Agreement is terminated, (a) Magic Leap may continue to use Your Content and Feedback in accordance with this Agreement, and (b) the Restrictions, Confidentiality Obligations, Your Content and DMCA Notices, Intellectual Property Rights, Warranty Disclaimer and Limits on Liability, Indemnification, General Provisions, and Arbitration Provision of this Agreement will survive any such termination and continue to apply.

Warranty Disclaimer and Limits on Liability

The following paragraphs limit our liability to you and also limit your legal remedies. They are important and contain some lawyerly words, but we have to include them to provide you access to the portal and Portal Content.

We've said it before, we say it below, and we'll say it again here one more time for good measure — nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law.

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE PROVIDING THE PORTAL AND MAGIC LEAP MATERIALS ON AN "AS-IS" BASIS FOR USE AT YOUR OWN RISK. MAGIC LEAP AND ITS LICENSORS (AS APPLICABLE) DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PORTAL, THE PORTAL CONTENT (INCLUDING THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL), OTHER MAGIC LEAP IP, AND MAGIC LEAP TECHNOLOGY OR CONTENT, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, OR ACCURACY. WE DO NOT WARRANT THAT YOUR USE OF THE PORTAL CONTENT (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL) OR ANY MAGIC LEAP IP OR RELATED PRODUCT OR SERVICE WILL BE UNINTERRUPTED ERROR-FREE, VIRUS-FREE, OR SECURE. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL WARRANTIES OR LIABILITY, WHETHER EXPRESS IMPLIED, OR STATUTORY, ON BEHALF OF ANY OF OUR AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, PARTNERS, OR LICENSORS ("**MAGIC LEAP PARTIES**"). THE FEATURES AND FUNCTIONALITY OF OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH OUR SERVICES), PRODUCTS OR DEVICES MAY CHANGE AT ANY TIME AND MAGIC LEAP DISCLAIMS ANY RESPONSIBILITY FOR SUCH CHANGES OR ANY STATEMENTS MAGIC LEAP MAKES OR HAS MADE ABOUT THE EXISTENCE OF SUCH FEATURES OR FUNCTIONALITY.

B. IN NO EVENT SHALL MAGIC LEAP OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PORTAL (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL) OR MAGIC LEAP IP OR THIS AGREEMENT, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MAGIC LEAP PARTIES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PORTAL (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL), OR THE MAGIC LEAP MATERIALS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

C. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MAGIC LEAP. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF MAGIC LEAP FOR (A) DEATH OR PERSONAL INJURY CAUSED BY MAGIC LEAP'S GROSS NEGLIGENCE IN CONNECTION WITH THE SERVICES; OR FOR (B) ANY DAMAGES CAUSED BY MAGIC LEAP'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR EXCLUSIONS OR LIMITATIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU, AND MAGIC LEAP'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

Indemnification

You agree to indemnify, hold harmless and, at our option, defend Magic Leap (including our affiliates, officers, directors, employees, stockholders, agents, Licensors, suppliers, distributors, and any third-party information providers) from and against all damages and expenses we may incur as a result of your use of the portal (including any Portal Content), your or our use of Your Content, or your violation of this Agreement.

General Provisions

Changes

We may change or modify this Agreement at any time. If we do, we'll make sure to notify you, by sending, for example, a notification to your Magic Leap ID and/or giving notice through the portal. Unless we say otherwise in our notice, the revised terms will be effective immediately and your continued use of the portal and/or Portal Content after we provide notice of the changes will constitute your acceptance of any changes to this Agreement. If you don't agree to any changes to this Agreement, you must stop using the portal and the Portal Content (though we'll be sorry to see you go). Please review this Agreement from time to time – it's important you understand the terms and conditions that apply to your use of the portal and the Portal Content.

We also reserve the right, at any time, to modify, suspend, or discontinue the portal, the Portal Content, or any part thereof, at any time with or without notice to you. Magic Leap won't be liable to you or to any third party should it exercise such rights.

Your Relationship with Magic Leap

You and Magic Leap are independent contractors, and nothing in this Agreement will be construed as creating a partnership, joint venture, employee, or agency relationship between you and Magic Leap.

Governing Law and Venue

This Agreement and the relationship between you and Magic Leap will be governed by the laws of the State of California, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both of us agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Santa Clara County, California.

For our International Friends, please see the governing law and dispute resolution provisions specific to your jurisdiction in the **special terms**.

Compliance

You will comply with all applicable laws and regulations (including U.S. sanctions or export controls laws) and will not, without prior government authorization, export, re-export, or transfer the Magic Leap IP or any other Magic Leap products, services or technology, either directly or indirectly, in violation of such laws and regulations (including to any sanctioned or restricted entities). Further, you represent and warrant that you (a) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, or that has been designated by the U.S. Government as a "terrorist supporting" country; (b) have not been identified as a "Specially Designated National" by the Office of Foreign Assets Control, (c) have not been placed on the U.S. Commerce Department's Denied Persons List, and (d) have not been listed on any other U.S. Government or other applicable sanctioned party lists; and (e) will not use the portal if any applicable laws in your country prohibit you from doing so in accordance with this Agreement.

Communications

By accepting this Agreement, you (a) consent to receive electronic communications from us, whether via email or posting on the portal or other reasonable means; and (b) agree that this Agreement and any related notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications must be in writing.

General Provisions

This Agreement is personal to you, and you may not assign or delegate your rights and/or duties under this Agreement to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right to seek an injunction, if necessary, to stop or prevent a breach of your obligations under this Agreement. Any delay or failure by us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is in writing, and signed by us. No waiver of any breach or default in one instance will constitute a waiver of any subsequent breach or default. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement (along with any other agreements, guidelines or documents referenced herein) constitutes the entire agreement between us with regard to the matters described in this Agreement.

Agreement to Arbitrate and waiver of Class Action

Please carefully read the following agreement to arbitration and waiver of class action ("Arbitration Provision"). It requires you to arbitrate disputes with Magic Leap and limits the manner in which you can seek relief from us. It prevents you from bringing any class, collective, or representative action against Magic Leap, it prevents you from participating in or recovering any relief in any class, collective, or representative action anyone else might bring against Magic Leap, and it prevents you from suing Magic Leap in court or from having a jury trial.

Whether to agree to arbitration is an important decision. It is your decision to make and you shouldn't rely only on the information in this Arbitration Provision, because it is not intended to explain the pros and cons of arbitration. You should conduct your own research and ask others about the consequences of this decision, and you can opt out of this Arbitration Provision if you want to, by following the instructions below.

For our International Friends, this Agreement to Arbitrate and Waiver of Class Action may not be binding for your relationship with us - please see the dispute resolution provisions specific for your jurisdiction in the **special terms**

Applicability of Arbitration Provision

You agree that any dispute or claim relating in any way to these terms, including this Arbitration Provision, to our privacy policy or data security generally, or otherwise related to the Services or our devices or products, including any software ("**Disputes**") will be resolved by binding arbitration, rather than in court. Notwithstanding the foregoing sentence, (a) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; (b) you or Magic Leap may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents); and (c) Magic Leap may seek equitable relief in court (including an injunction), if necessary, to stop or prevent your violation of this Agreement. **This Arbitration Provision shall apply, without limitation, to all Disputes that arose or were asserted before this Agreement or any prior version of this Agreement was in effect, as well as to all Disputes arising thereafter.**

Waiver of Class Relief

WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AGREE THAT YOU AND MAGIC LEAP WILL NOT COMMENCE AGAINST THE OTHER, OR PARTICIPATE IN, A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING. YOU AND MAGIC LEAP ARE EACH WAIVING RESPECTIVE RIGHTS TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Arbitration Rules and Forum

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Paracorp Incorporated, 2804 Gateway Oaks Drive #200, Sacramento, CA 95833-3509. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available here (<http://www.jamsadr.com/rules-streamlined-arbitration/>); all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available here (<http://www.jamsadr.com/rules-comprehensive-arbitration/>). JAMS's rules are also available here (<http://www.jamsadr.com/>) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will jointly select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Magic Leap will pay them for you. In addition, Magic Leap will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Magic Leap will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in-person in the country where you live or at another mutually agreed location. Any final decision made by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Agreement, including this Arbitration Provision including, but not limited to any claim that all or any part of this Agreement or this Arbitration Provision are void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and Magic Leap. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Provision). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial

YOU AND MAGIC LEAP HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Magic Leap are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Provision, except as specified in the Applicability of Arbitration Provision section above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE PERSON CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON. In the event that this subparagraph is deemed invalid or unenforceable, neither you nor Magic Leap is entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in this section.

Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Provision by sending written notice of your decision to opt out to the following address: Magic Leap, Inc., Attn: General Counsel, 7500 W. Sunrise Blvd, Plantation, FL 33322, and/or arbitration@magicleap.com (mailto:arbitration@magicleap.com), within 30 days after first becoming subject to this Arbitration Provision. Your notice must include your name and address, your Magic Leap ID, and an unequivocal statement that you want to opt out of this Arbitration Provision. If you opt out of this Arbitration Provision, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Provision has no effect on your agreement to the rest of this Agreement or your agreement to any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability

If any part or parts of this Arbitration Provision are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Provision shall continue in full force and effect.

Survival of Provision

This Arbitration Provision will survive the termination of your relationship with Magic Leap.

Modification

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Provision, it will not apply to any individual claim(s) that you had already provided notice of to Magic Leap.

SPECIAL TERMS AND CONDITIONS FOR INTERNATIONAL JURISDICTIONS

Hey, International Friends! These special terms set forth additional rights and supplemental terms that may apply to our relationship. If there is a provision in this Agreement that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

European Union

General. The following special terms apply to all residents of the United Kingdom (U.K.) or the European Union ("**EU Customers**"):

- These terms shall not limit any of our obligations or your rights under applicable data protection or other laws that cannot be limited by contract.
- Nothing in these terms will limit your rights to reverse engineering for the purpose of achieving interoperability with other programs where permitted without consent by mandatory law.
- Please be advised that the following terms constitute "key" terms between you and Magic Leap: Acceptable Use of Services, Restrictions, Confidentiality Obligations, Intellectual Property Rights and Compliance.
- The laws of the State of California will continue to apply to our relationship, subject to any applicable mandatory local law. You may bring a legal action relating to these terms or your relationship with Magic Leap in either the state or federal courts located in Santa Clara County, California or in the courts located in your country of residence. In other words, the choice of where to bring your action is up to you.

- If you are not happy with the way Magic Leap deals with any disagreement in connection with these terms we may collectively agree to refer the matter to a form of dispute resolution (including as described in the Arbitration provision above), but neither of us are restricted from bringing court proceedings. In other words, the Arbitration Provision is optional, not mandatory. The European Commission provides for an online dispute resolution platform, which you can access here (<http://ec.europa.eu/consumers/odr/>). If you would like to bring a matter to our attention, please email legal@magicleap.com (<mailto:legal@magicleap.com>).

France. If you are an EU Customer who is a resident of France, the following special terms also apply:

Pursuant to Article L. 213-1 of the French Consumer Code, you are entitled to request access to all agreements entered into with you for a value of €120 or more. Your right to access such agreements may be exercised at any time by contacting legal@magicleap.com (<mailto:legal@magicleap.com>).

Germany. If you are an EU Customer who is a resident of Germany, the following special terms also apply:

- The section "WARRANTY DISCLAIMER AND LIMITS ON LIABILITY" will be replaced by the following clauses:
 - No provision of this agreement should be understood as a promise of a guarantee, except where specifically named as such. Magic Leap specifically excludes a guarantee for initial defects pursuant to section 536a (1) of the German Civil Code.
 - As our access to our portal is provided for free, we exclude any warranties and liabilities for our portal in connection with this agreement. Our liability for intent and gross negligence, for claims under the German Product Liability Act, in the case of fraudulent concealment of defects or a guarantee in respect to characteristics as well as for damages to life, body or health shall remain unaffected and will be determined exclusively in accordance with statutory law.
- Please note that according to Sect. 36 (1) VSGb (German Consumer Dispute Settlement Act), we are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

UK. If you are an EU Customer who is a resident of the U.K., the following special terms also apply:

- Magic Leap does not limit or exclude any liability for defective products under the Consumer Protection Act 1987.

Having trouble signing in? [Contact Us \(mailto:care@magicleap.com?subject=Trouble%20Signing%20In\)](mailto:care@magicleap.com?subject=Trouble%20Signing%20In)

Made with  in Florida

[Cookie Preferences](#) [Cookie Policy \(https://www.magicleap.com/legal/cookie-policy\)](https://www.magicleap.com/legal/cookie-policy).

[Privacy Policy \(https://www.magicleap.com/privacy\)](https://www.magicleap.com/privacy), [Legal](#)
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Safety Guide



Read our Quick Start Guide available at www.magicleap.com/quickstart and this Safety Guide available at www.magicleap.com/safety before using

Magic Leap One. Failure to do so and follow the instructions in this Safety Guide can result in serious injury, property damage, or damage to Magic Leap One.

This Magic Leap One Safety Guide (our **"Safety Guide"**) is provided to reduce your risk of personal injury, physical discomfort, pain, health issues, and property damage while using your Lightwear, Lightpack, Control, Lightpack charger, Control charger, and other Magic Leap branded accessories sold by Magic Leap or our authorized resellers (collectively **"Magic Leap One"** or **"device"**). Please be sure that all users of Magic Leap One carefully read and understand this Safety Guide before using the device.

For a full product description, user agreements, policies, and our return and warranty policies, please visit www.magicleap.com. For information on how to get started read our Quick Start Guide at www.magicleap.com/quickstart.

NOTICE Changes

Magic Leap may change or modify this Safety Guide from time to time to keep it accurate and complete. If we issue a new Safety Guide, please discard your old copy of it and only use

the new one. We encourage you to review our Safety Guide at www.magicleap.com/safety from time to time to ensure you are reading the latest version.



Lightwear



Lightpack



Standard
Insert



Control



Wrist
Lanyard



Lightpack
Charger



Shoulder
Strap



Control
Charger



USB
Cables



Power
Cables



Cleaning
Cloth



Nose Pads



Forehead
Pads



Hub

⚠ WARNING Steps to Take Before Using the Device

Before using Magic Leap One, you should read and follow all setup and operating instructions provided with the device and on the device. For example, before using Magic Leap One for the first time, be sure to go through the Fitting Guide and Visual Calibration, both of which you can access in Settings > Device > Calibration, where you can click "Run Fitting Guide" and "Run Visual Calibration."


Before using your Lightwear, you should make sure it is level, it rests comfortably around your head, there is a gap between your ears and the Lightwear, and there is no pain or pressure on your head. For more guidance, please use the Fitting Guide (in your Settings menu on the device). Also make sure you can see clearly through the Lightwear and that the nose pad rests comfortably on your nose bridge. If the nose pad does not lift your Lightwear up such that you can see clearly through your Lightwear, replace your nose pad with another size and go through the Fitting Guide again. If Visual Calibration fails, you may need to use the larger forehead pad. You can use the Fitting Guide to help you find the right nose pad and forehead pad sizes. Visit our Customer Care page at care.magicleap.com for steps on how to fit your Magic Leap One.

Please make sure you adjust your Lightwear until you can see the full display, can successfully complete Visual Calibration, and are comfortable using the device. If you do not pass Visual Calibration, adjust your fit via the Fitting Guide or read the section below

titled "Warning: Unsuccessful Visual Calibration." For an optimal experience, we recommend Magic Leap One be used by people with an interpupillary distance ("IPD") that is between 54 - 76 millimeters. If you have an IPD outside that range, you may have a greater chance of experiencing visual pain or discomfort and you may not have full visibility of your display. Please review the section below titled "Small Versus Large Size Device" for more information.

When you first use Magic Leap One, start with the volume at a low level and then increase the volume until you hear the sound clearly and comfortably. Use caution to avoid turning up the volume too high. To prevent possible hearing damage, do not listen at high volume levels for long periods.

See a doctor before using Magic Leap One if you: have any conditions that impair your vision (e.g. binocular vision disorder) or mobility; are pregnant or elderly; or have a heart condition or serious medical condition; seizures; or migraines.

 **Unsuccessful Visual Calibration May Result in Visual Discomfort**

You might have a greater chance of experiencing visual discomfort if you do not successfully complete Visual Calibration. Magic Leap One relies on eye tracking to render content in a way that is designed to be comfortable for your eyes. Upon completing the Visual Calibration process, your device will let you know if you successfully completed it.

⚠️ WARNING Intended Uses

Magic Leap One is intended to provide a safe spatial computing experience. This intended experience requires you to have an unimpaired sense of balance and motion. Do not use Magic Leap One while you are fatigued, ill or experiencing symptoms of illness, under emotional or physical stress, or under the influence of alcohol or drugs. Such uses increase the likelihood of injury and property damage. Never use Magic Leap One while driving, cycling, operating heavy machinery, or operating any other moving vehicle.



Use Magic Leap One only in a comfortable, safe environment. **Magic Leap One is designed for indoor use only.**



Do not use Magic Leap One near water or liquid to reduce the risk of fire or shock.

Failure to use Magic Leap One as intended may cause the device to malfunction and potentially result in physical injury or property damage. To reduce the risk of injury, property damage, or damage to the device, only use Magic Leap One in indoor areas that are free of obstructions. Magic Leap One should only be used in environments where the ambient temperature is between 10°C and 25°C.

Magic Leap One produces an immersive spatial computing experience that may distract you from and partially block your view

of your actual surroundings. Always be aware of your surroundings when using the device. Remember that some objects you see in your spatial computing environment do not exist in the real environment. Do not attempt to sit or stand on them or use them for support.

NOTICE **Care Instructions**

Only use the dry cleaning-cloth provided in your Magic Leap One box to clean the Lightwear's lenses and sensors. Use mild soap and water to clean the back pads and forehead pads, and a 60-70% Isopropyl Alcohol wipe to clean the nose pads. Allow any pads you clean to dry before you re-attach them to Lightwear, and do not submerge any of the pieces in liquid when cleaning them. Clean Magic Leap One before switching between users.

When you're not using the device, please store it in a storage case or carry case to minimize unintentional damage or exposure, and store it in a room with temperatures between -25°C - 45°C. Do not leave your Magic Leap One in direct sunlight, because direct sunlight can damage the device. To reduce the risk of injury, keep the fan exhaust ports and all other vents on your Lightpack free and clear of dust and other foreign objects.

Do not attempt to open or repair any part of the device yourself. Repairs should be made only by authorized servicers.

NOTICE **Small Versus Large Size Device**

If you have an IPD that is less than 65 millimeters, we recommend you do not use a large-size device, as the large-sized device is not sized for IPDs less than 65 millimeters, and improper sizing can lead to visual discomfort. Similarly, if you have an IPD that is 65 millimeters or greater, we recommend you do not use a small-size device.

WARNING **Cables & Cords**



The cable attaching the Lightwear to the Lightpack may be a choking or tripping hazard. To reduce the risk of injury, do not wrap any cables, cords or wires around your neck; do not get entangled with them; do not chew, abraid, or cut any of them; and keep them away from children.

WARNING **Unauthorized Equipment**

Magic Leap recommends using only the Lightpack charger and Control charger sold or provided by Magic Leap with the device. Magic Leap One is not designed for use with any unauthorized charger, accessory, software, or equipment. Use of an unauthorized charger, accessory, software, or equipment may result in injury to you or others, cause performance issues, or damage the device and other property.



WARNING

Excessive Heat



Magic Leap One may become warm during normal use. Follow any thermal warnings and advisory messages that may appear on your Magic Leap One. To reduce the risk of personal injury, if Magic Leap One overheats, immediately remove your Lightwear, stop use, and let it cool down before continuing use. Visit our Customer Care page at care.magicleap.com for steps you can take if Magic Leap One overheats. To reduce the risk of discomfort and injury (including minor burns) ensure that the inside corners of your Lightwear (as pictured above in this section) do not come into contact with your skin during use and place all pads (forehead pads and back pads) on your Lightwear before using it.



WARNING

Not for Children



Magic Leap One is not a toy and should NOT be used by children under the age of 14. The device is not sized for children, and improper sizing can lead to pain, discomfort, or negative health effects.

Magic Leap One has not been tested on teenagers under the age of 18, meaning there may be an increased risk that the device does not properly fit teenagers between 14 and 17. Adults should monitor teenagers age 14 and older during and after use of Magic Leap One to ensure they do not experience any pain or discomfort, spend

limited time using the device, and take breaks during use to decrease the risk of discomfort or pain (including the types of discomfort stated in the section below titled "Warning: Discomfort"), or other adverse symptoms. Prolonged use should be avoided.

Adults should ensure that teenagers age 14 and older only use Magic Leap One as recommended by this Safety Guide and all other documentation provided online and with Magic Leap One. To reduce the risk of discomfort, pain or injury, teenagers over the age of 14 should read this Safety Guide and:

- complete the Visual Calibration and Fitting Guide (accessible from the Settings menu) before using the device;
- immediately discontinue use if the teenager does not successfully complete the Visual Calibration and Fitting Guide or the teenager feels any pain or discomfort while completing the Visual Calibration or Fitting Guide; and
- immediately discontinue use if any discomfort (including eye

 **WARNING Discomfort**



You may experience some discomfort while using Magic Leap One including: visual discomfort, eye-strain, dizziness, nausea, impaired eye-hand coordination, lightheadedness, impaired balance, excessive sweating, headache, fatigue, tingling, burning or stiffness, or numbness.

- If you experience discomfort, immediately stop using Magic Leap

One. If you decide to resume use of the device, before doing so, you should take a break and make sure you have properly set it up, to help reduce your risk of discomfort.

- Your risk of discomfort is heightened if: you have never used Magic Leap One before, the device is not properly set up prior to use; you use Magic Leap One for extended periods of time without a break, the device is used to view content that has a high likelihood of inducing motion sickness or nausea (e.g., games or movies where you are moving through open areas or viewing heights); you have a history of motion sickness, nausea, dizziness, eye strain, or headaches; or you use Magic Leap One in unfavorable lighting conditions.
- To minimize discomfort, consider slowly acclimating yourself to a spatial computing environment by: initially limiting your use of Magic Leap One to shorter sessions and taking breaks during use of the device. Be mindful of the nature of the content that you were viewing before the onset of any discomfort. You may re-experience discomfort if you view that content again or view similar content, and persistent discomfort may increase the chance of an injury.

If you have serious or persistent discomfort, please consult with a doctor. Until you have fully recovered, do not drive, operate machinery, participate in activities that are physically or visually demanding or require unimpaired balance or coordination.

WARNING **Charger & Battery Safety**

Failure to follow these instructions may damage the device or property, or pose an electrical or fire hazard:

- Do not try to change the battery inside Magic Leap One. It is not user replaceable.
- Only use the batteries and chargers we provide you to power Magic Leap One. Do not substitute them with other power sources, as other power sources may not be compatible with Magic Leap One.
- Do not use the batteries and chargers we provide you to power Magic Leap One with any other products.
- If you notice any overheating of the Lightwear, Lightpack or Control, immediately discontinue use of the device.
- Keep chargers dry and avoid water or liquid intrusion.
- Do not disassemble or pierce the chargers.

WARNING **Seizures**

Light flashes or patterns on Magic Leap One may trigger seizures, loss of awareness, involuntary movements, disorientation, altered vision, eye or muscle twitching, or other muscular or visual abnormalities, severe dizziness or other conditions causing blackouts or loss of consciousness, even if the user has never had a seizure or has no history of seizures or epilepsy.

Immediately stop using Magic Leap One if you experience any of these symptoms, and consult a doctor before resuming use of the device.

If you have a history of, or have been diagnosed with symptoms linked to an epileptic condition, consult a doctor before using Magic Leap One.

 WARNING Repetitive Motions

- Using the Control can make your muscles or joints hurt. If any part of your body becomes tired or sore while using Magic Leap One, or if you feel symptoms such as tingling, numbness, burning, or stiffness, stop and rest for several hours before using the device again.
- If you continue to have any of the above symptoms or other discomfort during or after use, stop using the device and see a doctor.

 WARNING No Eye Protection

Magic Leap One is not intended to provide eye protection against impact, debris, chemicals, UV light, or other harmful lights, particles, projectiles or other physical hazards.

⚠ WARNING California Proposition 65

Magic Leap One contains chemicals known to the State of California to cause cancer and reproductive harm. See www.P65Warnings.ca.gov for more information.

⚠ WARNING Medical Device Radio Interference

Magic Leap One contains magnets or electronic components that emit radio waves, which could affect the operation of nearby electronics, including cardiac pacemakers, hearing aids, defibrillators, and other medical devices. If you have a pacemaker or other implanted medical device, do not use the Magic Leap One without first consulting your doctor or the manufacturer of your medical device.

⚠ WARNING Radio Frequency (RF) Energy

Magic Leap One contains radio transmitters and has been designed, manufactured, and tested to meet the Federal Communications Commission (FCC) and Innovation, Science and Economic Development (ISED) Canada, and European Union guidelines for RF exposure and Specific Absorption Rate.

To ensure that your exposure to RF energy generated by the Wi-Fi and Bluetooth radios does not exceed the exposure limits set forth by these guidelines, orient the device according to our Quick Start Guide available at www.magicleap.com/quickstart and any other instructions we provide you.



**Laser -
Use of Controls**

Use of controls or adjustments or performance of procedures other than those specified herein may result in hazardous radiation exposure.

Manufacturer information

Magic Leap
7500 W. Sunrise Blvd.
Plantation, FL 33322, USA
Ph: +1 954-889-7010

Applicable standards and procedures

EN/IEC 60825-1:2014
Safety of Laser Products
CLASS 1 LASER PRODUCT



Contains a Laser



Laser Specifications:

This Laser Product is designated as Class 1 during all procedures of operation.

Laser Parameters:

Wavelength 850nm
Laser Power for classification <2.45 mW
Mode of operation: Pulsed
Pulse Width 3.49 and 4.98 nSec
Pulse Frequency 80.32 and 60.24 MHz
Peak Power 600mW
Illumination cone 59 H x 45 V

Labels and Label Placement:

The Certification label is located on the Lightwear's inner left temple of the device, between the picture camera and the back pad.

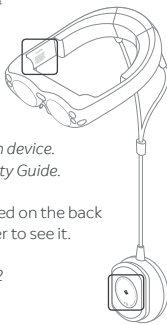
It reads as follows:

Class 1 Laser Product EN/IEC 60825-1:2014

This product is in conformity with performance standards for laser products under 21 CFR 1040, except with respect to those characteristics authorized by variance number FDA-2017-V-6521 effective December 27, 2017.

Note: Explanatory label does not appear on device.

Full label reproduction appears in this Safety Guide.



The Manufacturer Identification label is located on the back of the Lightpack clip. Turn your Lightpack over to see it.

It reads as follows:

7500 W. Sunrise Blvd., Plantation, FL 33322

Assembled in Mexico

Model Number M1001 or M1002

Note: the date of manufacture is traceable by unique serial number. The serial number is located under the rear fit pad on the inside of the Lightwear adjustment band.



Magic Leap One Regulatory Information

FEDERAL COMMUNICATION COMMISSION COMPLIANCE STATEMENT

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio or television technician for help.

FCC Caution: Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

INDUSTRY CANADA COMPLIANCE STATEMENT

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

This Class B digital apparatus complies with CAN ICES-3(B)/NMB-3(B).

The operation in the band 5150–5250MHz is only for indoor use to reduce the potential for harmful interference to co-channel mobile satellite systems.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes: (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter

tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Cet appareil numérique de la classe B est conforme à la norme CAN ICES-3(B)/NMB-3.

La bande 5150 – 5250MHz est réservée uniquement pour une utilisation à l'intérieur afin de réduire les risques de brouillage préjudiciable aux systèmes de satellites mobiles utilisant les mêmes canaux.

EUROPEAN UNION IMMUNITY STATEMENT

In the event of an Electrostatic discharge (ESD), Magnetic and Electric field disturbance, the user may experience a momentary loss of operation. In the unlikely event that an ESD, Magnetic and Electric field disturbance event results in prolonged loss of operation, a system reset may be required.

EUROPEAN UNION COMPLIANCE STATEMENT

Magic Leap hereby declares that this product is in compliance with Directive 2014/53/EU. For our full declaration of conformity, see www.magicleap.com/legal.

HUB Regulatory Information

FEDERAL COMMUNICATION COMMISSION COMPLIANCE STATEMENT

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

INDUSTRY CANADA COMPLIANCE STATEMENT

This Class B digital device apparatus complies with CAN ICES-3(B)/NMB-3(B).

Cet appareil numérique de la classe B est conforme à la norme CAN ICES-3(B)/NMB-3.

CEC APPLIANCE EFFICIENCY COMPLIANCE

This product complies with the California Energy Commission (CEC) energy efficiency standards for battery charger systems set forth at California Code of Regulations Title 20, Sections 1601 through 1608.

Disposal Information



This symbol on the product means that when your device (and the batteries inside it) reach their end of life, they should be disposed of separately from household waste. Instead, please dispose of them in compliance

with local laws and guidelines, for example, by taking them to a collection point designated by local authorities. This separate disposal method helps prevent harmful effects to human health and our environment that could be caused by disposing of your device in household waste. For more information on disposal and recycling of this product, please visit www.magicleap.com/recycle.

Magic Leap, Inc.,

7500 West Sunrise Blvd.,
Plantation, Florida 33322, USA

Guide de sécurité



Avant toute utilisation du Magic Leap One, veuillez lire notre Guide de démarrage rapide (disponible sur www.magicleap.com/quickstart) ainsi que le présent Guide de

sécurité, (disponible sur www.magicleap.com/safety). Si vous ne respectez pas les instructions de ce Guide de sécurité, vous vous exposez à de graves dommages corporels, à des dommages matériels ou à l'endommagement du Magic Leap One.

Le présent Guide de sécurité du Magic Leap One (ci-après le « **Guide de sécurité** ») vise à réduire les risques de dommages corporels, de gêne physique, de douleurs, de problèmes de santé et de dommages matériels auxquels vous vous exposez en utilisant votre casque Lightwear, le boîtier Lightpack, le Control, les chargeurs pour le boîtier Lightpack et pour le Control ainsi que les autres accessoires de la marque Magic Leap (ci-après désignés collectivement « **Magic Leap One** » ou « **appareil** ») vendus par Magic Leap ou nos revendeurs agréés. Veuillez vous assurer que tous les utilisateurs du Magic Leap One ont soigneusement lu et compris ce Guide de sécurité avant d'utiliser l'appareil.

Vous trouverez la description complète du produit, les contrats d'utilisation, les différentes politiques ainsi que les conditions de garantie et de retour sur www.magicleap.com.

Pour plus d'informations sur le démarrage de votre appareil, veuillez lire notre Guide de démarrage rapide disponible sur: www.magicleap.com/quickstart.



Lightwear



Lightpack



Standard
Insert



Control



Wrist
Lanyard



Lightpack
Charger



Shoulder
Strap



Control
Charger



USB
Cables



Power
Cables



Cleaning
Cloth



Nose Pads



Forehead
Pads



Hub

REMARQUE **Sur les modifications**

Magic Leap pourra être amené à modifier ce Guide de sécurité afin d'en assurer l'exactitude et l'exhaustivité. Si nous publions un nouveau Guide de sécurité, veuillez ignorer l'ancien exemplaire et ne vous référer qu'au nouveau. Nous vous invitons à consulter régulièrement notre Guide de sécurité sur www.magicleap.com/safety pour vous assurer de disposer de la dernière version en vigueur.

AVERTISSEMENT **Étapes à suivre avant l'utilisation de l'appareil**

Avant d'utiliser le Magic Leap One, veuillez lire et suivre toutes les instructions de configuration et d'utilisation fournies avec l'appareil ainsi que celles visibles sur l'appareil. Par exemple, avant d'utiliser le Magic Leap One pour la première fois, veuillez parcourir le Guide d'ajustement et les instructions de calibrage visuel qui sont accessibles dans le menu Réglages > Appareil > Calibrage, puis cliquer sur « Lancer le Guide d'ajustement » et « Exécuter le calibrage visuel ».

Avant d'utiliser votre casque Lightwear, assurez-vous qu'il est ajusté, correctement placé autour de votre tête, qu'il y a un espace entre vos oreilles et le casque Lightwear et que vous ne ressentez aucune douleur ou pression sur votre tête. Reportez-vous au Guide d'ajustement pour des renseignements complémentaires (dans le menu Réglages de l'appareil). Assurez-vous également que vous

voyez clairement à travers le casque Lightwear et que la plaquette nasale repose confortablement sur l'arête de votre nez. Si la plaquette nasale ne rehausse pas suffisamment le casque Lightwear pour vous permettre de bien voir, remplacez-la par une autre taille de plaquette et relancez le Guide d'ajustement. En cas d'échec du calibrage visuel, essayez d'utiliser le coussin frontal de taille supérieure. Le Guide d'ajustement peut vous aider à déterminer la bonne taille pour la plaquette nasale et le coussin frontal. Pour plus d'informations concernant l'ajustement de votre Magic Leap One, veuillez consulter la page Internet de notre Service Client : care.magicleap.com.

Veillez à bien ajuster votre casque Lightwear afin de voir l'affichage complet, terminer le calibrage visuel et vous sentir à l'aise pour utiliser l'appareil. Si le calibrage visuel échoue, ajustez la position de l'appareil à l'aide du Guide d'ajustement ou reportez-vous à la section ci-dessous « Avertissement : échec du calibrage visuel ». Pour une expérience optimale, nous recommandons que le Magic Leap One soit utilisé par des personnes dont l'écart pupillaire est compris entre 54 et 76 millimètres. Si votre écart pupillaire ne se situe pas dans cette plage, vous risquez d'éprouver une douleur ou une gêne visuelle et de ne pas voir l'affichage complet. Pour plus d'informations, veuillez vous reporter à la section « Petite taille contre grande taille d'appareil ».

Lors de votre première utilisation du Magic Leap One, réglez le volume à un faible niveau et augmentez-le progressivement afin

d'entendre un son clair et confortable. Veillez à ne pas régler le volume trop fort. Pour éviter tout dommage auditif, n'écoutez pas à un volume sonore élevé pendant de longues périodes.

Consultez un médecin avant d'utiliser le Magic Leap One si vous êtes sujet à des troubles de la vue (trouble de la vision binoculaire, par exemple) ou de la mobilité, si vous êtes enceinte, si vous êtes âgé, si vous souffrez de problèmes cardiaques ou d'une pathologie médicale grave, si vous êtes sujet à des convulsions ou à des migraines.

⚠️ AVERTISSEMENT **Un mauvais calibrage visuel peut provoquer une gêne visuelle**

Vous risquez de ressentir une gêne visuelle en cas d'échec du calibrage visuel. Le Magic Leap One utilise le suivi oculaire pour restituer le contenu de manière confortable pour vos yeux. A la fin du processus de calibrage visuel, votre appareil vous indiquera si celui-ci s'est déroulé correctement.

⚠️ AVERTISSEMENT **Utilisation conforme**

Le Magic Leap One a pour but de vous procurer une expérience de spatialisation virtuelle en toute sécurité. Pour ce faire, vous ne devez être sujet à aucun trouble de l'équilibre et de la mobilité. N'utilisez pas le Magic Leap One si vous êtes fatigué, malade ou si vous présentez des symptômes pathologiques, si vous subissez un stress physique ou émotionnel ou si vous êtes en état d'ivresse ou

sous l'emprise de médicaments. De tels symptômes augmentent la probabilité de dommages corporels et matériels. N'utilisez jamais le Magic Leap One en conduisant un véhicule quel qu'il soit, notamment une voiture ou un vélo, ou une machinerie lourde.

N'utilisez le Magic Leap One que dans un environnement confortable et sûr.



Magic Leap One est conçu pour une utilisation en intérieur uniquement.

Afin de réduire le risque d'incendie ou d'électrocution, n'utilisez pas le Magic Leap One à proximité d'eau ou de liquide.



L'utilisation non conforme du Magic Leap One est susceptible de provoquer un dysfonctionnement de l'appareil, avec un risque de dommages corporels ou matériels. Pour réduire les risques de dommages corporels et matériels ou d'endommagement de l'appareil, n'utilisez le Magic Leap One qu'en intérieur, dans un environnement dépourvu d'obstacles. Le Magic Leap One doit être utilisé uniquement dans un environnement avec une température ambiante comprise entre 10 °C et 25 °C.

Le Magic Leap One procure une expérience de spatialisation virtuelle immersive qui peut détourner votre attention de votre environnement réel et vous en masquer partiellement la vue.

Soyez toujours attentif à votre environnement lorsque vous utilisez l'appareil. Gardez à l'esprit que certains des objets présents dans votre environnement virtuel n'existent pas dans la réalité. Ne tentez pas de vous asseoir, de monter ou de vous y appuyer dessus.

REMARQUE **Instructions d'entretien**

Utilisez exclusivement le chiffon de nettoyage à sec fourni avec votre Magic Leap One pour nettoyer les lentilles et les capteurs du casque Lightwear. Nettoyez les coussins arrière et frontaux avec de l'eau et du savon doux, et les plaquettes nasales avec de l'alcool isopropylique à 60 - 70 %. Laissez sécher les coussins et les plaquettes avant de les réinstaller sur le casque Lightwear et ne les immergez pas dans le liquide de nettoyage. Nettoyez le Magic Leap One avant de changer d'utilisateur.

Lorsque vous n'utilisez pas l'appareil, rangez-le dans une boîte ou dans une mallette de transport pour minimiser les risques d'endommagement ou d'exposition accidentels et rangez-le dans une pièce dont la température est comprise entre -25 °C et 45 °C. Ne laissez pas votre Magic Leap One en plein soleil, la lumière pouvant endommager l'appareil. Pour réduire le risque de dommages corporels, veillez à ne pas obstruer la ventilation du boîtier Lightpack de poussières ou de corps étrangers.

Ne tentez pas d'ouvrir ou de réparer l'appareil par vous-même. Les réparations doivent être confiées exclusivement à un service

après-vente agréé.

REMARQUE Appareil: Petite taille contre grande taille

Si votre écart pupillaire est inférieur à 65 millimètres, nous vous déconseillons d'utiliser un appareil de grande taille car il n'est pas conçu pour ce type d'écarts pupillaires. L'utilisation d'une taille d'appareil inadaptée peut provoquer une gêne visuelle. De même, si votre écart pupillaire est supérieur à 65 millimètres, nous vous déconseillons d'utiliser un appareil de petite taille.

AVERTISSEMENT Câbles et cordons



Le Selon comment le câble qui relie le casque Lightwear au boîtier Lightpack est placé, il peut être à l'origine d'un étouffement ou d'une chute. Pour réduire le risque de dommages corporels, n'enroulez aucun câble, cordon ou fil autour de votre cou, ne vous emmêlez pas avec, ne les portez pas à votre bouche, ne les dénudez pas, ne les coupez pas et tenez-les hors de portée des enfants.

AVERTISSEMENT Equipements non agréés

Magic Leap recommande de n'utiliser que le chargeur du boîtier Lightpack et le chargeur du Control fournis avec l'appareil. Le Magic Leap One n'a pas été conçu pour être utilisé avec des chargeurs, accessoires, logiciels ou équipements non agréés. L'utilisation de chargeurs, accessoires,

logiciels ou équipements tiers non agréés est susceptible de provoquer des dommages corporels et risque de provoquer des problèmes de fonctionnement ainsi que d'endommager l'appareil et d'autres biens.

⚠️ AVERTISSEMENT **Surchauffe**



Le Magic Leap One peut chauffer au cours de l'utilisation normale. Respectez tous les messages d'alerte thermique ou d'avertissements qui peuvent s'afficher sur votre Magic Leap One. En cas de surchauffe, enlevez immédiatement votre casque Lightwear, cessez l'utilisation et laissez-le refroidir avant de le réutiliser. Vous trouverez une description des mesures à prendre en cas de surchauffe du Magic Leap One sur la page Internet de notre Service Client : care.magicleap.com. Pour réduire le risque d'inconfort et de dommages corporels (dont des brûlures mineures), éloignez les coins intérieurs du casque Lightwear (voir illustration ci-dessus) de votre peau pendant l'utilisation et équipez-le de tous les coussins (frontaux et arrière) avant de l'utiliser.

⚠️ AVERTISSEMENT **Interdit aux enfants**



Le Magic Leap One n'est pas un jouet et NE DOIT PAS être utilisé par les enfants de moins de 14 ans. Il n'est pas adapté aux enfants. Une taille inadaptée peut provoquer des douleurs, de l'inconfort ou des effets négatifs sur leur santé.

Le Magic Leap One n'a pas été testé sur des adolescents de moins de 18 ans. Il existe donc un risque accru que l'appareil ne soit pas adapté aux adolescents entre 14 et 17 ans. L'utilisation par des adolescents de 14 ans et plus doit se faire sous la surveillance d'un adulte, pendant et après l'utilisation du Magic Leap One afin de vérifier qu'ils ne rencontrent aucune douleur ou gêne, qu'ils n'utilisent pas l'appareil trop longtemps et qu'ils font régulièrement des pauses pendant son utilisation afin de réduire le risque de douleurs ou de gêne (voir les types de gênes mentionnés à la section « Avertissement : gêne » ci-dessous), ainsi que d'autres symptômes indésirables. Toute utilisation prolongée doit être évitée.

Les adultes doivent veiller à ce que les adolescents âgés de 14 ans et plus n'utilisent le Magic Leap One que dans le respect des recommandations du présent Guide de sécurité, ainsi que celles des autres documents disponibles en ligne ou fournis avec l'appareil. Pour réduire les risques de gêne, de douleurs ou de dommages corporels, il est indispensable que les adolescents âgés de plus de 14 ans lisent ce Guide et :

- exécutent le calibrage visuel et suivent le Guide d'ajustement (accessibles dans le menu Réglages) avant d'utiliser l'appareil;
- arrêtent immédiatement de l'utiliser en cas d'échec du calibrage visuel ou de non-suivi du Guide d'ajustement, ou en cas de sensation de douleur ou de gêne pendant l'exécution du calibrage visuel et du Guide d'ajustement ;

- arrêtent immédiatement d'utiliser l'appareil en cas de gêne (y compris des douleurs oculaires) ressentie lors de son utilisation.

AVERTISSEMENT Gêne



Il se peut que vous ressentiez certaines formes de gêne pendant l'utilisation du Magic Leap One, dont une gêne visuelle, de la fatigue oculaire, des étourdissements, des nausées, une mauvaise coordination entre la vue et les mains, une sensation de tête légère, une perte d'équilibre, une sudation excessive, des maux de tête, de la fatigue, des fourmillements, une sensation de brûlure ou une raideur, ou d'engourdissement.

- Si vous ressentez une gêne, cessez immédiatement d'utiliser le Magic Leap One. Si vous souhaitez le réutiliser, faites une pause et, afin de réduire le risque de gêne, vérifiez qu'il est configuré correctement.
- Le risque de gêne est accru si: c'est la première fois que vous utilisez le Magic Leap One et qu'il n'a pas été configuré correctement ; vous utilisez le Magic Leap One pendant de longues périodes sans faire de pause ; l'appareil affiche des contenus susceptibles de provoquer le mal des transports ou des nausées (comme des jeux ou des films où l'on évolue dans de grands espaces ou sur des hauteurs) ; vous êtes sujet au mal des transports, aux nausées, aux étourdissements, à la fatigue oculaire ou aux migraines ; vous utilisez le Magic Leap One dans

de mauvaises conditions d'éclairage.

- Pour minimiser la gêne, prévoyez de vous acclimater progressivement à un espace virtuel en vous limitant d'abord à des sessions courtes et en faisant des pauses au cours de l'utilisation de l'appareil. Mémorisez la nature du contenu qui s'affiche avant l'apparition d'une gêne. Il se peut que la gêne réapparaisse si vous visualisez à nouveau le même contenu ou un contenu similaire. Une gêne constante peut accroître le risque de dommages corporels.
- Si vous éprouvez une gêne sérieuse ou constante, consultez un médecin. Avant votre complet rétablissement, ne conduisez aucun véhicule, ne maniez aucune machine et ne participez à aucune activité physiquement ou visuellement contraignante ou requérant des facultés d'équilibre ou de coordination.



AVERTISSEMENT Sécurité des chargeurs et de la batterie

Le non-respect de ces instructions risque d'endommager l'appareil ou le matériel et d'être à l'origine d'un incendie ou d'une électrocution :

- N'essayez pas de remplacer la batterie à l'intérieur du modèle Magic Leap One. Elle n'est pas remplaçable par l'utilisateur.
- Utilisez uniquement les batteries et les chargeurs fournis pour alimenter le modèle Magic Leap One. Ne les remplacez pas par d'autres sources d'alimentation, car ces dernières peuvent ne pas être compatibles avec Magic Leap One.

- N'utilisez pas les batteries et les chargeurs fournis pour alimenter le modèle Magic Leap One avec d'autres produits.
- Si vous constatez une surchauffe du casque Lightwear, du boîtier Lightpack ou du Control, cessez immédiatement d'utiliser l'appareil.
- Conservez les chargeurs au sec et évitez tout contact avec l'eau ou tout autre liquide.
- Ne démontez pas et ne percez pas les chargeurs.

AVERTISSEMENT Convulsions

Les éclairs ou les jeux de lumière du Magic Leap One sont susceptibles de déclencher des convulsions, une perte de conscience, des mouvements involontaires, un sentiment de désorientation, l'altération de la vision, des contractions musculaires ou oculaires ou autres anomalies musculaires et oculaires, des vertiges prononcés ou d'autres états provoquant des évanouissement ou de pertes de conscience, même si l'utilisateur n'a jamais été sujet à des crises auparavant ou n'a pas d'antécédents convulsifs ou épileptiques.

Si vous présentez l'un de ces symptômes, cessez immédiatement d'utiliser le Magic Leap One et consultez un médecin avant de l'utiliser à nouveau.

Si vous avez des antécédents épileptiques ou si des symptômes épileptiques vous ont été diagnostiqués, consultez un médecin avant d'utiliser le Magic Leap One.

⚠️ AVERTISSEMENT **Mouvements répétitifs**

- L'utilisation du Control peut entraîner des douleurs musculaires et articulaires. Si vous ressentez de la fatigue ou une douleur en un point quelconque de votre corps, ou si vous constatez des symptômes comme des fourmillements, un engourdissement, une sensation de brûlure ou une raideur, attendez plusieurs heures avant de réutiliser l'appareil.
- Si l'un des symptômes ci-dessus ou une autre forme de gêne persiste pendant et après l'utilisation, cessez d'utiliser l'appareil et consultez un médecin.

⚠️ AVERTISSEMENT **Aucune protection oculaire**

Le Magic Leap One n'offre aucune protection oculaire contre les chocs, les projections de débris ou de produits chimiques, les ultraviolets, ou tout autre risque lié à la lumière, aux particules, aux projectiles ou autres risques physiques.

⚠️ AVERTISSEMENT **California Proposition 65**

Le Magic Leap One contient une substance chimique répertoriée par l'État de Californie comme étant une cause de cancer et de troubles liés à la reproduction. Voir www.P65Warnings.ca.gov pour plus d'information.



Interférences radio avec les dispositifs médicaux

Le Magic Leap One contient des aimants ou des composants électroniques qui émettent des ondes radio susceptibles de gêner le fonctionnement des dispositifs électroniques avoisinants, dont les pacemakers, les aides auditives, les défibrillateurs et d'autres dispositifs médicaux. Si vous êtes porteur d'un pacemaker ou d'un autre dispositif médical implanté, n'utilisez pas le Magic Leap One avant d'avoir consulté un médecin ou le fabricant de votre dispositif médical.



Energie de radiofréquence (RF)

Le Magic Leap One contient des émetteurs radio et a été conçu, fabriqué et testé en conformité avec les lignes directrices de la Federal Communications Commission (FCC), de l'Innovation, Science and Economic Development (ISED) du Canada et celles de l'Union Européenne en matière d'exposition aux RF et de débit d'absorption spécifique.

Pour s'assurer que votre exposition à l'énergie RF générée par les ondes Wi-Fi et Bluetooth ne dépasse pas les limites d'exposition fixées par ces lignes directrices, orientez l'appareil comme indiqué dans notre Guide de démarrage rapide, disponible sur www.magicleap.com/quickstart, et conformément à toute autre instruction que nous vous fournissons.

⚠ AVERTISSEMENT Laser : utilisation des commandes

Tout usage des commandes, tout réglage ou toute exécution d'une procédure, autres que ceux spécifiés dans ce document, est susceptible d'exposer à un rayonnement dangereux.

⚠ AVERTISSEMENT Laser intégré



Spécifications du laser :

Cet appareil à laser est qualifié classe 1 dans le cadre de toutes les procédures d'exploitation.

Paramètres du laser :

Longueur d'onde 850nm
Puissance de classification du laser <2.45 mW
Mode de fonctionnement: par impulsions
Largeur d'impulsion 3,49 et 4,98 nsec
Fréquence d'impulsion 80,32 et 60,24 MHz
Puissance de crête 600 mW
Cône d'illumination 59 H x 45 V

Coordonnées du fabricant

Magic Leap
7500 W. Sunrise Blvd.
Plantation, FL 33322 - USA
Tél. : +1 954-889-7010

Références normatives

EN/IEC 60825-1:2014 Sécurité des appareils à laser
APPAREIL À LASER DE CLASSE 1

Emplacement des étiquettes:

L'étiquette de certification se trouve sur la branche intérieure gauche du Lightwear, entre la caméra et le coussin arrière. Elle indique :

Class 1 Laser Product EN/IEC 60825-1:2014

Ce produit est conforme aux normes

de fonctionnement des appareils à laser de la

21 CFR 1040, sauf en ce qui concerne les

caractéristiques autorisées par le numéro

de variante FDA-2017-V-6521 en vigueur

à compter du 27 décembre 2017.

Remarque: l'étiquette explicative ne figure pas

sur l'appareil. Une reproduction intégrale de l'étiquette

figure dans le présent Guide de sécurité.



L'étiquette d'identification du fabricant se trouve à l'arrière de l'attache du boîtier Lightpack. Retournez votre boîtier pour la voir. Elle indique :

7500 W. Sunrise Blvd., Plantation, FL 33322

Assembled in Mexico

Model Number M1001 or M1002

Remarque : la date de fabrication est traçable par un numéro

de série unique. Ce numéro de série se trouve sous le coussin

arrière de la bande d'ajustement du casque Lightwear.

Informations réglementaires relatives à Magic Leap One

FEDERAL COMMUNICATION COMMISSION - DECLARATION DE CONFORMITE

Ce matériel a été testé et reconnu conforme aux limites fixées pour un dispositif numérique de classe B au titre de la Part 15 des règles de la FCC. Ces limites visent à procurer une protection raisonnable contre les interférences dans un local d'habitation. Ce matériel produit, utilise et peut émettre de l'énergie de radiofréquence et, s'il n'est pas installé et utilisé conformément aux instructions, peut provoquer des interférences qui perturbent les communications par radio. L'absence d'interférences de la part d'une installation en particulier n'est toutefois pas garantie. Si ce matériel provoque effectivement des interférences qui perturbent la réception radio ou télévision, ce qui peut être déterminé en l'éteignant puis en le rallumant, l'utilisateur est invité à tenter de corriger ces interférences par l'une des mesures suivantes :

- réorienter ou déplacer l'antenne de réception ;
- augmenter la distance entre le matériel et le récepteur ;
- brancher le matériel à une prise qui se trouve sur un circuit différent de celui du récepteur ;
- demander l'aide du revendeur ou d'un technicien qualifié en matière de radio ou de télévision.

Avertissement FCC : toute modification qui n'aura pas été expressément approuvée par la partie responsable de la conformité sera susceptible d'annuler le droit d'utilisation de ce matériel par l'utilisateur.

Cet appareil est conforme à la Part 15 des réglementations FCC. Son fonctionnement est soumise aux deux conditions suivantes : (1) cet appareil ne doit pas produire de brouillage et (2) cet appareil doit accepter tout brouillage subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

INDUSTRIE CANADA - DECLARATION DE CONFORMITE

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Cet appareil numérique de la classe B est conforme à la norme CAN ICES-3(B)/NMB-3.

La bande 5150 – 5250MHz est réservée uniquement pour une utilisation en intérieur afin de réduire les risques de brouillage préjudiciable aux systèmes de satellites mobiles utilisant les mêmes canaux.

UNION EUROPEENNE - DECLARATION D'IMMUNITE

En cas de décharge électrostatique (DES) ou de perturbation due à un champ électrique ou magnétique, l'utilisateur est susceptible de subir une interruption momentanée du fonctionnement. Dans le cas peu probable où une DES ou une perturbation due à un champ électrique ou magnétique entraînerait une interruption prolongée du fonctionnement, il pourra être nécessaire de réinitialiser le système.

UNION EUROPEENNE - DECLARATION DE CONFORMITE

Par les présentes, Magic Leap déclare que ce produit est conforme à la directive 2014/53/UE. La version intégrale de notre déclaration de conformité peut être consultée sur www.magicleap.com/legal.

Informations réglementaires HUB

FEDERAL COMMUNICATION COMMISSION - DECLARATION DE CONFORMITE

Cet appareil est conforme à la Part 15 des règles de la FCC.

Son exploitation est soumise aux deux conditions suivantes:

(1) cet appareil ne doit pas produire de brouillage et (2) cet appareil doit accepter tout brouillage subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

INDUSTRIE CANADA - DECLARATION DE CONFORMITE

Cet appareil numérique de la classe B est conforme à la norme CAN ICES-3(B)/NMB-3.

CONFORMITE CEC RELATIVE A L'EFFICACITE DES APPAREILS DOMESTIQUES

Ce produit est conforme aux normes d'efficacité énergétique de la California Energy Commission (CEC) applicables aux systèmes de chargement des batteries telles que définies par le California Code of Regulations, titre 20, sections 1601 à 1608.

Informations de mise au rebut



La présence de ce pictogramme sur le produit signifie que lorsque votre appareil arrive en fin de vie, il doit être mis au rebut (avec les batteries qu'il contient) séparément des ordures ménagères. Veuillez vous conformer à la législation et aux directives locales, par exemple en le déposant auprès d'un point de collecte agréé localement par l'autorité compétente. Cette méthode de tri des déchets contribue à éviter des effets nuisibles pour la santé humaine et l'environnement qui pourraient résulter de la mise au rebut de votre appareil dans les ordures ménagères. Pour plus d'informations sur la mise au rebut et le recyclage de ce produit, veuillez vous rendre à l'adresse suivante www.magicleap.com/recycle.

Magic Leap, Inc.

7500 West Sunrise Blvd.,
Plantation, Florida 33322 - USA

Sicherheitshinweise



Bitte lesen Sie vor der Benutzung des Magic Leap One unsere Kurzanleitung unter www.magicleap.com/quickstart und unsere Sicherheitshinweise unter

www.magicleap.com/safety durch. Wenn Sie dies nicht tun und die Anweisungen in den vorliegenden Sicherheitshinweisen nicht befolgen, kann dies zu ernsthaften Verletzungen, Sachschäden und einer Beschädigung des Magic Leap One führen.

Die vorliegenden Sicherheitshinweise zum Magic Leap One (unsere „**Sicherheitshinweise**“) sollen für Sie das Risiko von Personenschäden, Unwohlsein, Schmerzen, gesundheitlichen Problemen und Sachschäden bei der Benutzung Ihrer Lightwear, Ihres Lightpack, Ihrer Control, Ihres Lightpack-Ladegeräts, Ihres Control-Ladegeräts und anderer Magic Leap-Zubehörteile, die von Magic Leap oder autorisierten Fachhändlern verkauft werden (zusammen als das „**Magic Leap One**“ oder das „**Device**“ bezeichnet), verringern. Bitte sorgen Sie dafür, dass alle Nutzer des Magic Leap One die vorliegenden Sicherheitshinweise sorgfältig durchlesen und verstehen, bevor sie das Device benutzen.

Eine vollständige Produktbeschreibung, Vereinbarungen mit Nutzern, Richtlinien und unsere Rückgabe- und Gewährleistungsgrundsätze finden Sie unter www.magicleap.com.

Informationen darüber, was Sie tun müssen, um das Magic Leap One zu benutzen, finden Sie in unserer Kurzanleitung unter www.magicleap.com/quickstart.



Lightwear



Lightpack



Standard
Insert



Control



Wrist
Lanyard



Lightpack
Charger



Shoulder
Strap



Control
Charger



USB
Cables



Power
Cables



Cleaning
Cloth



Nose Pads



Forehead
Pads



Hub

HINWEIS | Änderungen

Magic Leap kann die vorliegenden Sicherheitshinweise von Zeit zu Zeit verändern, um sicherzustellen, dass diese stets richtig und vollständig sind. Wenn wir neue Sicherheitshinweise herausgeben, werfen Sie bitte Ihr altes Exemplar weg und benutzen nur noch die neuen Sicherheitshinweise. Wir möchten Sie ermuntern, sich von Zeit zu Zeit unter www.magicleap.com/safety unsere Sicherheitshinweise anzusehen, um sicherzustellen, dass Sie die neueste Version lesen.

⚠️ WARNHINWEIS | Was Sie tun sollten, bevor Sie Ihr Device benutzen

Bevor Sie das Magic Leap One benutzen, sollten Sie alle mit dem Device ausgelieferten oder auf diesem zu findenden Anweisungen zur Einrichtung und Bedienung durchlesen und befolgen. Bevor Sie das Magic Leap One zum ersten Mal benutzen, sollten Sie beispielsweise die Größenanpassung und die visuelle Kalibrierung durchführen, die Sie im Menü unter „Einstellungen > Device > Kalibrierung“ finden. Dort können Sie auf „Größenanpassung durchführen“ und „Visuelle Kalibrierung durchführen“ klicken.

Bevor Sie Ihre Lightwear benutzen, stellen Sie bitte sicher, dass sie gerade ausgerichtet ist und bequem auf Ihrem Kopf sitzt, sodass es einen Abstand zwischen Ihren Ohren und der Lightwear gibt und Sie am Kopf keine Schmerzen und keinen Druck spüren.

Weitere Hinweise finden Sie unter „Größenanpassung“ (im Menü „Einstellungen“ auf dem Device). Stellen Sie auch sicher, dass Sie klar durch die Lightwear sehen können und das Nasenpolster bequem auf Ihrem Nasenrücken sitzt. Wenn das Nasenpolster Ihre Lightwear nicht soweit anhebt, dass Sie klar durch die Lightwear sehen können, sollten Sie das Nasenpolster durch ein Nasenpolster in einer anderen Größe ersetzen und die Größenanpassung erneut durchführen. Falls die visuelle Kalibrierung misslingt, müssen Sie eventuell das größere Stirnpolster verwenden. Mittels der Größenanpassung können Sie die richtige Größe für Ihr Nasen- und Stirnpolster finden. Auf unserer Customer Care-Seite care.magicleap.com finden Sie Hinweise, wie Sie Ihr Magic Leap One richtig anpassen können.

Bitte achten Sie darauf, Ihre Lightwear solange anzupassen, bis Sie das ganze Display sehen und die visuelle Kalibrierung erfolgreich durchführen können und sich bei der Benutzung des Device wohl fühlen. Wenn die visuelle Kalibrierung nicht klappt, passen Sie Ihr Device mit Hilfe der Größenanpassung an oder lesen Sie weiter unten den Abschnitt „Warnhinweis: Nicht erfolgreiche Kalibrierung“ durch. Für ein optimales Erlebnis empfehlen wir die Benutzung des Magic Leap One durch Personen mit einem Pupillenabstand von 54-76 Millimetern. Wenn Ihr Pupillenabstand kleiner oder größer ist, besteht eventuell eine größere Wahrscheinlichkeit, dass Sie Augenschmerzen oder Unwohlsein empfinden und das Display für Sie möglicherweise nicht vollständig sichtbar sein wird.

Weitere Informationen finden Sie weiter unten im Abschnitt „Kleine oder große Device-Größe“.

Wenn Sie das Magic Leap One zum ersten Mal benutzen, stellen Sie zunächst eine niedrige Lautstärke ein und erhöhen diese dann solange, bis Sie den Ton klar und in einer für Sie angenehmen Weise hören können. Seien Sie vorsichtig, um zu vermeiden, dass Sie die Lautstärke zu hoch einstellen. Zur Vermeidung von Hörschäden sollten Sie die Lautstärke nicht zu hoch einstellen und das Gerät nur für eine begrenzte Dauer bei sehr hoher Lautstärke verwenden.

Konsultieren Sie vor der Benutzung des Magic Leap One einen Arzt, wenn Sie Beschwerden haben, die Ihr Sehvermögen (z. B. gestörtes räumliches Sehvermögen) oder Ihre Bewegungsfähigkeit beeinträchtigen, wenn Sie schwanger oder älter sind, Herzbeschwerden oder eine schwerwiegende Erkrankung oder Anfälle haben oder unter Migräne leiden.

 **WARNHINWEIS Eine nicht erfolgreiche visuelle Kalibrierung kann zu visuellem Stress führen**

Die Wahrscheinlichkeit, dass es bei Ihnen zu visuellem Stress kommt, ist größer, wenn Sie die visuelle Kalibrierung nicht erfolgreich durchführen. Das Magic Leap One nutzt Eye-Tracking, um Inhalte in einer für Ihre Augen angenehmen Weise wiederzugeben. Nach Durchführung der visuellen Kalibrierung teilt Ihnen Ihr Device mit, ob Sie diese erfolgreich durchgeführt haben.

WARNTAFEL Verwendungszweck

Der Verwendungszweck des Magic Leap One besteht darin, ein sicheres Spatial Computing-Erlebnis zu vermitteln. Für dieses Erlebnis brauchen Sie ein ungestörtes Gleichgewichtsgefühl und uneingeschränkte Bewegungsfähigkeit. Benutzen Sie Ihr Magic Leap One nicht, wenn Sie müde oder krank sind, Krankheitssymptome bemerken, unter seelischem oder physischem Stress oder unter dem Einfluss von Alkohol oder Drogen stehen. Wenn Sie Ihr Magic Leap One in einem solchen Zustand benutzen, besteht eine größere Wahrscheinlichkeit, dass es zu Verletzungen oder Sachschäden kommt. Benutzen Sie Ihr Magic Leap One nicht beim Autofahren oder Radfahren oder während Sie Maschinen oder andere Fahrzeuge bedienen.

Benutze Sie das Magic Leap One nur in einer angenehmen und sicheren Umgebung.

Magic Leap One ist ausschließlich für den Innengebrauch bestimmt. Benutze

Sie das Magic Leap One nicht in der Nähe von Wasser oder anderen Flüssigkeiten, um die Brandgefahr oder die Gefahr von Stromschlägen zu verringern.



Wenn Sie das Magic Leap One nicht seinem Verwendungszweck entsprechend benutzen, kann dies zu Fehlfunktionen des Device und eventuell zu Verletzungen oder Sachschäden führen. Um die Gefahr von Verletzungen, Sachschäden oder einer Beschädigung des Device zu verringern, sollten Sie das Magic Leap One ausschließlich in Innenbereichen benutzen, in denen es keine Hindernisse gibt. Das Magic Leap One sollte nur bei einer Raumtemperatur zwischen 10 °C und 25 °C benutzt werden.

Das Magic Leap One erzeugt ein Spatial Computing-Erlebnis, das Sie von Ihrer tatsächlichen Umgebung ablenken und Ihnen teilweise die Sicht versperren kann. Achten Sie stets auf Ihre Umgebung, wenn Sie das Device benutzen. Denken Sie daran, dass bestimmte Gegenstände, die Sie in Ihrer Spatial Computing-Umgebung sehen, in der realen Welt nicht vorhanden sind. Versuchen Sie nicht, sich auf diese Gegenstände zu setzen, zu stellen oder sich darauf zu stützen.

HINWEIS | **Pflegehinweise**

Benutze Sie ausschließlich das trockene Reinigungstuch, das sich in der Magic Leap One-Box befindet, um die Linsen und Sensoren zu reinigen. Verwenden Sie milde Seife und Wasser, um die Hinterkopf- und Stirnpolster zu reinigen, und ein mit 60-70 prozentigem Isopropylalkohol getränktes Tuch, um das Nasenpolster zu reinigen. Lassen Sie Polster, die Sie gereinigt haben, erst trocknen, bevor Sie sie wieder in die Lightwear einsetzen, und tauchen Sie keine Teile

in eine Flüssigkeit ein, wenn Sie sie reinigen. Reinigen Sie das Magic Leap One, bevor Sie es an einen anderen Nutzer weitergeben.

Wenn Sie das Device nicht benutzen, bewahren Sie es bitte in einem Aufbewahrungs- oder Transportbehälter auf, um eine versehentliche Beschädigung oder Exposition zu minimieren, und bewahren Sie es in einem Raum mit einer Raumtemperatur von -25 °C bis 45 °C auf. Setzen Sie das Magic Leap One nicht direktem Sonnenlicht aus, denn es kann das Device beschädigen. Um die Verletzungsgefahr zu verringern, halten Sie die Lüfterports und alle anderen Lüftungsschlitze auf Ihrem Lightpack frei von Staub und anderen Fremdkörpern.

Versuchen Sie nicht, das Device selbst zu öffnen oder zu reparieren. Reparaturen sollten ausschließlich von autorisierten Fachkräften durchgeführt werden.

HINWEIS Kleine oder große Device-Größe

Wenn Ihr Pupillenabstand weniger als 65 Millimeter beträgt, empfehlen wir, dass Sie nicht die große Device-Größe benutzen, da diese nicht für Pupillenabstände von weniger als 65 Millimetern bestimmt ist und eine unsachgemäße Größenanpassung zu visuellem Stress führen kann. Wenn Ihr Pupillenabstand dagegen 65 Millimeter oder mehr beträgt, empfehlen wir, dass Sie nicht die kleine Device-Größe benutzen.

WARNHINWEIS Kabel und Leitungen



Von den Kabeln, die die Lightwear mit dem Lightpack verbinden, kann eine Erstickungs- oder Stolpergefahr ausgehen. Um die Verletzungsgefahr zu verringern, sollten Sie Kabel oder Leitungen nicht um den Hals wickeln, wickeln, sich nicht in ihnen verheddern, nicht darauf herumkauen, nicht ihre Isolierung beschädigen, sie nicht durchschneiden und sie von Kindern fernhalten.

WARNHINWEIS Nicht zulässige Geräte

Magic Leap empfiehlt, ausschließlich das Lightpack-Ladegerät und das Control-Ladegerät zu verwenden, das von Magic Leap verkauft oder zusammen mit dem Device ausgeliefert wird. Das Magic Leap One ist nicht für den Gebrauch mit nicht zulässigen Ladegeräten, Zubehörteilen, Software oder Geräten bestimmt. Die Verwendung von nicht zulässigen Ladegeräten, Zubehörteilen, Software oder sonstigen Geräten kann bei Ihnen oder bei anderen zu Verletzungen führen, die Leistung des Device beeinträchtigen oder zu Sachschäden am Device oder an sonstigen Gegenständen führen.

⚠️ WARNHINWEIS **Übermäßige Hitze**



Das Magic Leap One kann bei normalem Gebrauch warm werden. Achten Sie auf Hinweise auf eine Überhitzung und auf sonstige Warnhinweise, die möglicherweise auf dem Magic Leap One angezeigt werden. Um die Verletzungsgefahr zu verringern, sollten Sie im Falle einer Überhitzung des Magic Leap One Ihre Lightwear sofort abnehmen, aufhören, sie zu benutzen und vor einer weiteren Benutzung warten, bis sie sich abgekühlt hat. Auf unserer Customer Care-Seite care.magicleap.com finden Sie Hinweise, was Sie tun können, wenn Ihr Magic Leap One überhitzt. Um die Gefahr von Unwohlsein und Verletzungen (einschließlich leichter Verbrennungen) zu verringern, achten Sie bitte darauf, dass die inneren Ecken der Lightwear (wie oben in diesem Abschnitt abgebildet) während der Nutzung nicht Ihre Haut berühren, und bringen Sie alle Polster (Stirn- und Hinterköpfpolster) auf Ihrer Lightwear an, bevor Sie sie verwenden.

⚠️ WARNHINWEIS **Nicht für Kinder geeignet**



Der Magic Leap One ist kein Spielzeug und sollte NICHT von Kindern unter 14 Jahren benutzt werden. Das Device hat nicht die richtige Größe für Kinder, und eine unsachgemäße Größenanpassung kann zu Schmerzen, Unwohlsein oder gesundheitlicher Beeinträchtigung führen.

Das Magic Leap One ist nicht an Jugendlichen unter 18 Jahren getestet worden. Deshalb besteht möglicherweise ein größeres Risiko, dass das Device Jugendlichen im Alter von 14 bis 17 nicht richtig passt. Erwachsene sollten Jugendliche ab 14 Jahren während und nach der Benutzung des Magic Leap One beaufsichtigen um sicherzustellen, dass die Jugendlichen keine Schmerzen oder Unwohlsein empfinden, das Device nur für begrenzte Zeit nutzen und während der Benutzung Pausen einlegen, um das Risiko von Unwohlsein oder Schmerzen (einschließlich der im folgenden Abschnitt „WARNHINWEIS: Unwohlsein“ beschriebenen Formen von Unwohlsein) oder von anderen unangenehmen Symptomen zu verringern. Eine Benutzung über längere Zeit sollte vermieden werden.

Erwachsene sollten sicherstellen, dass Jugendliche ab 14 Jahren das Magic Leap One nur entsprechend den Empfehlungen in den vorliegenden Sicherheitshinweisen und in allen anderen, online und zusammen mit dem Magic Leap One zur Verfügung gestellten Unterlagen benutzen. Um das Risiko von Unwohlsein, Schmerzen oder Verletzungen zu verringern, sollten Jugendliche, die älter als 14 Jahre sind, die vorliegenden Sicherheitshinweise lesen und:

- vor der Benutzung des Device die visuelle Kalibrierung und die Größenanpassung (im Menü „Einstellungen“) durchführen;
- sofort aufhören, das Device zu benutzen, wenn sie die visuelle Kalibrierung und die Größenanpassung nicht erfolgreich

abgeschlossen haben oder bei der Durchführung der visuellen Kalibrierung und der Größenanpassung Schmerzen oder Unwohlsein empfinden, und

- sofort aufhören, das Device zu benutzen, wenn es während seiner Benutzung zu Unwohlsein (wie z. B. zu schmerzenden Augen) kommt.

WARNHINWEIS Unwohlsein



Sie werden bei der Benutzung des Magic Leap One möglicherweise ein gewisses Unwohlsein empfinden, wie z. B. visuellen Stress, Ermüdung der Augen, Schwindel, Übelkeit, Beeinträchtigung der Koordination

zwischen Augen und Händen, Benommenheit,

Gleichgewichtsstörungen, übermäßiges Schwitzen, Kopfschmerzen, Erschöpfung, Kribbeln, Brennen, Steifheit oder Taubheitsgefühl.

- Wenn Sie Unwohlsein empfinden, hören Sie sofort auf, das Magic Leap One zu benutzen. Wenn Sie beschließen, Ihr Device wieder zu benutzen, sollten Sie zuvor eine Pause machen und sicherstellen, dass Sie es richtig eingerichtet haben, um die Gefahr von Unwohlsein zu verringern.
- Sie haben ein erhöhtes Risiko, Unwohlsein zu empfinden, wenn Sie das Magic Leap One vorher nie benutzt haben, das Device vor der Benutzung nicht richtig eingerichtet wurde, wenn Sie das Magic Leap One über längere Zeit ohne Pausen oder dazu

benutzen, Inhalte anzusehen, die mit großer Wahrscheinlichkeit Reisekrankheit oder Übelkeit auslösen (z. B. Spiele oder Filme, bei denen Sie sich durch offene Bereiche bewegen oder Höhen sehen), wenn Sie in der Vergangenheit unter Reisekrankheit, Übelkeit, Schwindel, Ermüdung der Augen oder Kopfschmerzen gelitten haben oder wenn Sie das Magic Leap One bei ungünstigen Lichtverhältnissen benutzt.

- Um ein eventuelles Unwohlsein auf ein Minimum zu begrenzen, sollten Sie in Betracht ziehen, sich langsam an eine Spatial Computing-Umgebung zu gewöhnen, indem Sie das Magic Leap One zunächst nur für kürzere Zeit benutzen und während der Benutzung des Device Pausen machen. Achten Sie darauf, welche Inhalte Sie sich vor dem Auftreten von Unwohlsein angesehen haben. Es kann zu erneutem Unwohlsein kommen, wenn Sie sich diese Inhalte wieder ansehen oder wenn Sie sich ähnliche Inhalte ansehen, und ein andauerndes Unwohlsein kann die Verletzungswahrscheinlichkeit erhöhen.
- Wenn Sie ernsthaftes oder andauerndes Unwohlsein empfinden, suchen Sie bitte einen Arzt auf. Solange Sie sich nicht vollständig erholt haben, sollten Sie nicht Auto fahren, keine Maschine bedienen, sich nicht an Aktivitäten beteiligen, die körperlich oder für die Augen anstrengend sind oder einen ungestörten Gleichgewichtssinn oder ungestörte Koordination erfordern.

WARNHINWEIS Sicherheit von Ladegerät und Akku

Die Nichtbeachtung dieser Anweisungen kann zu Schäden am Gerät oder Eigentum führen bzw. Stromschläge oder Brandgefahr verursachen:

- Versuchen Sie nicht, den Akku im Magic Leap One selbst zu wechseln. Er kann nicht vom Nutzer ersetzt werden.
- Verwenden Sie nur die Akkus und Ladegeräte, die wir Ihnen zur Verfügung stellen, um Magic Leap One zu betreiben. Ersetzen Sie diese nicht durch andere Stromquellen, da diese eventuell nicht mit der Magic Leap One kompatibel sind.
- Verwenden Sie die Akkus und Ladegeräte, die wir Ihnen für den Betrieb von Magic Leap One zur Verfügung stellen, nicht mit anderen Produkten.
- Wenn Sie eine Überhitzung der Lightwear, des Lightpacks oder des Controllers bemerken, beenden Sie die Nutzung umgehend.
- Halten Sie die Ladegeräte trocken und vermeiden Sie das Eindringen von Wasser oder anderen Flüssigkeiten.
- Die Ladegeräte dürfen nicht zerlegt oder durchstochen werden.

WARNHINWEIS Anfälle

Lichtblitze oder Muster auf dem Magic Leap One können Anfälle, Bewusstseinsstörungen, ungewollte Bewegungen, Desorientiertheit, Sehstörungen, Augen- oder Muskelzuckungen oder sonstige muskuläre oder Sehstörungen, starkes Schwindelgefühl oder andere Beschwerden auslösen, die zu Ohnmacht oder Bewusstlosigkeit führen können – selbst dann, wenn der Nutzer nie zuvor einen Anfall hatte und keine Vorgeschichte von Anfällen oder Epilepsie hat.

Hören Sie sofort auf, das Magic Leap One zu benutzen, wenn Sie irgendeines dieser Symptome bemerken, und suchen Sie einen Arzt auf, bevor Sie das Device weiterbenutzen.

Wenn Sie in der Vergangenheit eine epileptische Erkrankung hatten oder wenn bei Ihnen Symptome diagnostiziert wurden, die mit einer epileptischen Erkrankung verbunden sind, sollten Sie einen Arzt aufsuchen, bevor Sie das Magic Leap One benutzen.

WARNHINWEIS Repetitive Bewegungen

- Die Verwendung der Steuerung kann dazu führen, dass Ihre Muskeln oder Gelenke schmerzen. Sollten Teile Ihres Körpers während der Benutzung des Magic Leap One müde oder überlastet werden, oder verspüren Sie Symptome wie Kribbeln, Taubheitsgefühl, Brennen oder Steifheit, hören Sie auf und ruhen sich mehrere Stunden lang aus, bevor Sie das Device erneut verwenden.

- Wenn Sie während oder nach der Anwendung eines der oben genannten Symptome oder andere Beschwerden haben, hören Sie auf, das Device zu benutzen, und gehen Sie zum Arzt.

⚠️ WARNHINWEIS **Kein Augenschutz**

Das Magic Leap One dient nicht dem Zweck, einen Augenschutz gegen Stöße, Schmutz, Chemikalien, UV-Licht oder sonstiges schädliches Licht, schädliche Partikel, Projektile oder sonstige physikalische Gefahren zu bieten.

⚠️ WARNHINWEIS **California Proposition 65
(Gesetz des Bundesstaates Kalifornien
über Chemikalien/Gefahrstoffe)**

Das Magic Leap One enthält Chemikalien, die nach Kenntnis des Bundesstaates Kalifornien Krebs und reproduktive Schäden verursachen können. Weitere Informationen findest du unter www.P65Warnings.ca.gov.

WARNHINWEIS Funkstörungen von Medizinprodukten

Das Magic Leap One enthält Magnete oder elektrische Bauteile, die Radiowellen aussenden, die den Betrieb von nahegelegenen Elektronikgeräten beeinträchtigen könnten, einschließlich Herzschrittmachern, Hörgeräten, Defibrillatoren und sonstigen anderen Medizinprodukten. Falls Sie einen Herzschrittmacher oder ein sonstiges implantiertes Medizinprodukt haben, verwenden Sie das Magic Leap One nicht, ohne zuvor Ihren Arzt oder den Hersteller Ihres Medizinproduktes konsultiert zu haben.

WARNHINWEIS Hochfrequenz (HF)-Energie

Das Magic Leap One enthält Funksender und wurde so entwickelt, hergestellt und getestet, dass das Device den Richtlinien der Federal Communications Commission (FCC) und der Innovation, Science and Economic Development (ISED) Canada sowie den Richtlinien der Europäischen Union bezüglich der HF-Exposition und der Spezifischen Absorptionsrate entspricht.

Um zu gewährleisten, dass die von WLAN- und Bluetooth-Funkgeräten erzeugte HF-Energie, der Sie ausgesetzt sind, die in diesen Richtlinien festgelegten Grenzwerte nicht überschreitet, richten Sie das Device entsprechend unserer unter www.magicleap.com/quickstart verfügbaren Kurzanleitung und sonstigen Ihnen zur Verfügung gestellten Anweisungen aus.

⚠️ WARNHINWEIS **Laser – Verwendung von Controls**

Die Verwendung von Controls oder die Anpassung oder Benutzung anderer als der hierin beschriebenen Verfahren kann zu einer gefährlichen Strahlenexposition führen.

⚠️ WARNHINWEIS **Enthält einen Laser**



Laser-Spezifikationen:

Dieses Laserprodukt wird in allen Betriebsverfahren als Klasse 1 gekennzeichnet.

Laserparameter:

Wellenlänge 850nm
Laserleistung für die Klassifizierung <2.45 mW
Funktionsweise: Gepulst
Impulsbreite 3,49 und 4,98 nSec
Pulsfrequenz 80,32 und 60,24 MHz
Spitzenleistung 600mW
Beleuchtungskegel 59 H x 45 V

Herstellerinformationen

Magic Leap
7500 W. Sunrise Blvd.
Plantation, FL 33322, USA
Tel.: +1-954-889-7010

Anwendbare Normen und Verfahren

EN/IEC 60825-1:2014
Safety of Laser Products
CLASS 1 LASER PRODUCT

Etiketten und Platzierung:

Das Zertifizierungsetikett befindet sich auf dem linken Innenbügel des Device, zwischen der Bildkamera und dem hinteren Polster.

Es lautet wie folgt:

Class 1 Laser Product EN/IEC 60825-1:2014

Dieses Produkt entspricht den Leistungsstandards für Laserprodukte gemäß 21 CFR 1040, mit Ausnahme derjenigen Merkmale, die durch die Varianzzahl FDA-2017-V-6521 vom 27. Dezember 2017 genehmigt wurden.

Hinweis: Das erläuternde Kennzeichen ist auf dem Device nicht wiedergegeben. Das vollständige Etikett wird in den vorliegenden Sicherheitshinweisen wiedergegeben.



Das Etikett zur Herstelleridentifikation befindet sich auf der Rückseite des Lightpack-Clips. Drehe Sie Lightpack um, um es zu sehen. Es lautet wie folgt:

7500 W. Sunrise Blvd., Plantation, FL 33322

Assembled in Mexico

Model Number M1001 or M1002

Hinweis: Das Herstellungsdatum kann anhand einer einmaligen Seriennummer zurückverfolgt werden. Die Seriennummer befindet sich unter dem hinteren Fit Pad auf der Innenseite des Lightwear-Einstellbandes.

Magic Leap One – Regulatorische Informationen

FEDERAL COMMUNICATION COMMISSION - KONFORMITÄTSERKLÄRUNG

Dieses Device wurde getestet und entspricht danach den Grenzwerten für digitale Devices der Klasse B gemäß Abschnitt 15 der FCC-Vorschriften. Diese Grenzwerte sollen einen zuverlässigen Schutz vor schädlichen Funkstörungen bei Installationen im häuslichen Bereich bieten. Dieses Device erzeugt, nutzt und strahlt möglicherweise Hochfrequenzenergie ab, und kann, wenn es nicht entsprechend den Instruktionen installiert und verwendet wird, schädliche Störungen der Funkkommunikation verursachen. Es kann jedoch nicht garantiert werden, dass im Falle einer bestimmten Installation keine Störungen auftreten. Sofern dieses Device schädliche Störungen des Radio- oder Fernsehempfangs verursacht, was durch An- und Ausschalten des Device festgestellt werden kann, wird dem Nutzer empfohlen, zu versuchen, die Störung durch eine der folgenden Maßnahmen zu beheben:

- Richten Sie die Empfangsantenne neu aus oder verlegen sie an einen anderen Ort.
- Vergrößern Sie den Abstand zwischen Device und Empfänger.
- Verbinden Sie das Device mit einer Steckdose eines anderen Stromkreises, als denjenigen, an den der Empfänger angeschlossen ist.

- Wenden Sie sich an den Händler oder einen erfahrenen Radio- und Fernstehtechner zwecks Hilfestellung.

FCC-Warnhinweis: Jegliche nicht ausdrücklich von der für die Einhaltung der Vorschriften verantwortlichen Partei genehmigten Änderungen oder Modifikationen können das Erlöschen der Betriebslaubnis des Nutzers für dieses Device zur Folge haben.

Dieses Device entspricht Absatz 15 der FCC-Vorschriften. Der Betrieb unterliegt den folgenden zwei Bedingungen: (1) Dieses Device darf keine schädlichen Funkstörungen verursachen, und (2) dieses Device muss sämtliche empfangenen Funkstörungen zulassen, einschließlich Funkstörungen, die einen unerwünschten Betrieb verursachen können.

INDUSTRY CANADA - KONFORMITÄTSERKLÄRUNG

Dieses Device entspricht dem/den lizenzfreien RSS-Standard(s) von Industry Canada. Der Betrieb unterliegt den folgenden zwei Bedingungen: (1) Dieses Device darf keine Funkstörungen verursachen, und (2) dieses Device muss sämtliche Funkstörungen zulassen, einschließlich Funkstörungen, die einen unerwünschten Betrieb des Device verursachen können.

Dieses digitale Device der Klasse B entspricht der CAN ICES-3(B)/NMB-3(B).

Der Betrieb im Frequenzband 5150-5250MHz ist ausschließlich für den Innenbereich vorgesehen, um das Potential für schädliche Störungen bei mobilen Gleichkanal-Satellitensystemen zu reduzieren.

EU-IMMUNITÄTSEKTLÄRUNG

Im Falle einer elektrostatischen Entladung (ESD), von Störungen magnetischer und elektrischer Felder kann es zu einem kurzzeitigen Betriebsausfall des Device kommen. Für den unwahrscheinlichen Fall, dass ein ESD, eine Störung magnetischer und elektrischer Felder zu einem längeren Betriebsausfall führt, kann ein System-Reset erforderlich sein.

EU-KONFORMITÄTSEKTLÄRUNG

Magic Leap erklärt hiermit, dass dieses Produkt der Richtlinie 2014/53/EU der Europäischen Union entspricht. Unsere vollständige Konformitätserklärung finden Sie unter www.magicleap.com/legal.

HUB – Regulatorische Informationen

FEDERAL COMMUNICATION COMMISSION - KONFORMITÄTSERKLÄRUNG

Dieses Device entspricht Abschnitt 15 der FCC-Vorschriften. Der Betrieb unterliegt den folgenden zwei Bedingungen: (1) Dieses Device darf keine schädlichen Funkstörungen verursachen und (2) dieses Device muss alle empfangenen Funkstörungen zulassen, einschließlich Funkstörungen, die einen unerwünschten Betrieb verursachen können.

INDUSTRY CANADA – KONFORMITÄTSERKLÄRUNG

Dieses digitale Device der Klasse B entspricht
CAN ICES-3(B)/NMB-3(B).

CEC – KONFORMITÄTSERKLÄRUNG ENERGIEEFFIZIENZ

Dieses Produkt entspricht den Energieeffizienz-Standards der California Energy Commission (CEC) für Batterieladesysteme, die im California Code of Regulations Title 20, Sections 1601 bis 1608 festgelegt sind.

Hinweise zur Entsorgung



Dieses Symbol auf dem Produkt bedeutet, dass Ihr Device (und die darin enthaltenen Batterien), nachdem es das Ende seiner Lebensdauer erreicht hat, getrennt vom Hausmüll entsorgt werden muss. Entsorge das

Device stattdessen unter Einhaltung der lokalen Vorschriften und Gesetze, z. B. indem Sie es zu einer von den örtlichen Behörden bezeichneten Sammelstelle bringen. Diese getrennte Entsorgung trägt dazu bei, schädliche Auswirkungen auf die menschliche Gesundheit und unsere Umwelt zu vermeiden, die durch die Entsorgung Ihres Devices im Hausmüll verursacht werden könnte. Weitere Informationen zur Entsorgung und zum Recycling dieses Produkts finden Sie unter www.magicleap.com/recycle.

Magic Leap, Inc.,

7500 West Sunrise Blvd.,
Plantation, Florida 33322, USA

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Date de la dernière révision : **22 Juillet 2019**

Datum der letzten Überarbeitung: **22. Juli 2019**

ML1.1 SG 7/22

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Privacy Policy

Select Language

English



Date of last revision: Monday, July 22, 2019

Welcome to Magic Leap’s platform! As we create new experiences in spatial computing, our goal is to be open and transparent about our platform and your privacy. Please take a moment to read this privacy policy to understand the information we collect about you and how we use and share it. You’ll also find some other important details in here, like the privacy choices available to you on our platform and how you can contact us with questions.

What this Policy Covers

This policy applies to information we collect across all of our products and services, including our Device and our Services (collectively, our “Platform”), and when you otherwise interact with us. When we refer to our “Services” in this policy, we mean Magic Leap’s websites, apps and online services, including the services we provide via our Device. When we mention “Device,” we mean our hardware devices, which include Lightwear, Lightpack and Control. More information regarding the components of our Device can be found here (<https://www.magicleap.com/magic-leap-one>).

Please note that when you use third-party services, such as the Google search bar on Helio (<https://www.magicleap.com/experiences/helio>) or an app published by another party, you need to refer to the privacy policy of the party providing the service or app to learn about the information that party collects.

Notice of Changes

We may change this policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as adding a statement to our website or sending you a notification). We encourage you to review the policy whenever you access the Platform or otherwise interact with us to stay informed about our information practices and the choices available to you.

Information We Collect

The information we collect falls into the three main buckets, each as described below:

- Provided by You
- Collected Through Our Device and Services
- Received from Others

Provided by You

This part is straightforward. When you provide us with information, we will collect it. For example, this happens when you sign up for our emails, create a Magic Leap ID account, update your profile, complete a purchase through the Platform, participate in online forums or interact with other users, submit text through our apps or Device (including through our voice-to-text dictation service), fill out a form, or request customer support. The types of information we collect include your name, phone number, birthdate, email address, profile picture, nickname, billing or shipping address, payment method information, text fields (and audio used to convert to text), your contacts, photos or other content you upload to our Services, prescription range information, and any other information you choose to provide. Additionally, if you register to create or publish apps for our Device, we may collect additional information you provide, such as your business contact information, bank account information or, if you register to publish apps as an individual, your Social Security number.

Collected Through Our Device and Services

Information collected through our Device and Services comes from a few sources, including our Device sensors, Services we provide for the Device, and our mobile application and website.

Device Sensors

Our Device captures data through a variety of sensors.

For example, the Device has depth sensors and peripheral cameras that help to gather information about your surrounding environment. This data can be used, for example, to help determine the position of your head, refine spatial maps of your environment and measure light intensity around you.

The Device also has microphones, motion sensors, and other cameras (both inward and outward facing) that record audio, measure your movements, enable use of certain features, determine what you are looking at, and enable you to take pictures and video with your picture camera. The audio we collect includes voice data collected when you record video, make video calls, or use voice-to-text dictation, and



also other sounds from the world around you that do not include voice data. These other sounds help us to improve the spatial maps of your surroundings (sort of like sonar) and create realistic sound effects around you.



Of all the raw data collected by the various sensors on the Device, only the depth images, audio, and picture camera content are designed to be collected by Magic Leap via the Services, and then only if you have enabled the applicable Service(s). Please review the Your Choices section below for more information. All other raw sensor data is meant to remain on your Device.

Services We Provide for the Device

When you use the Services we provide for your Device, the following data is collected automatically:

Wi-Fi Access Point Information: We collect information about the Wi-Fi routers detected by your Device, which includes MAC address, signal strength and similar connection data.

Device Settings Information: We collect information about the settings on your Device, including a list of paired Bluetooth devices, volume preferences, and which apps have received permission to access Device data or functionality, such as the Device microphones or picture camera.

Services Log Information: We collect log files when your Device connects to our Services, including those we provide via our Device and the apps we publish. This information includes access times, Services used, hardware and software versions, Device identifiers, and IP address.

App Download and Usage Information: We collect information about the apps you download and install from Magic Leap World, as well as the apps you start, stop, pause and resume.

Device Performance Information: We collect certain thermal and battery performance information from all Devices connected to our Services.

Magic Leap App Analytics: We collect information about your use and the performance of apps that Magic Leap publishes for our Device, including which features or screens you access, time spent in an app or a specific screen, interactions with other users and other usage information.

Additional Information with Your Permission: While Magic Leap collects certain information from its Services and your Device, as described above, additional analytics information regarding use of your Device is only collected with your permission. This additional information includes certain sensor data and usage data, including data about performance of our operating system software and information about the ways you interact with your Device. We also only collect crash reports, which may contain contents of the screens at the time of the crash, with your permission. More information on the additional information collected with your permission is provided during the setup process for Magic Leap One. Please refer to Your Choices to review the choices available to you with respect to this additional information.

Our Mobile Application and Websites



Information about Your Mobile Device: We collect technical information about the mobile device you use to access Magic Leap's mobile application, including the hardware model, operating system and version,

unique device identifiers, and mobile network information.

Mobile Device Sensor Information: We collect data from the sensors on your mobile device when you use Magic Leap's mobile application, which generate data about how the mobile device is moving, which way it is facing, its speed, and similar orientation and movement data.

Log Files: Our websites and mobile application collect log files similar to the types of log files that all of our Services collect, which may include IP address, time and date of access, web browser type, and website you last visited before arriving at our website.

Analytics and Usage Information: We use various technologies to collect analytics and usage information via our websites and mobile application, including cookies and web beacons. For more information about cookies and other tracking technologies, and how to disable some of them, please see Your Choices.

Additional Information with Your Permission: With your permission, Magic Leap may also collect additional information from features on your mobile device that you access from within Magic Leap's mobile application, including your mobile device's microphone, camera and photos. For example, Magic Leap's mobile application may request your permission to take your photograph to determine the distance between your pupils and help fit you for your Magic Leap One. Please refer to Your Choices for more information regarding your choices when it comes to this access.

Received from Others

We may also collect information about you from other sources. For example, we use Google's Geolocation API to derive approximate and precise Device location (latitude and longitude coordinates) from information, including MAC addresses, detected from the Wi-Fi networks around you. Please refer to Google's privacy policy (<https://policies.google.com/privacy>) for details on how they may use this Wi-Fi access point information.

Additionally, if you connect your Magic Leap ID account with an account you have with a separate social media service, we will collect information provided by the social media service in accordance with their user permission process. For example, you may connect to your Google account via our Platform to import your contacts into your Device address book to see which of your friends may already be using our Platform.

We also rely on third-party systems to help analyze suspected fraud, which may result in purchases being declined and/or registration being denied on an automated basis. Please contact us at privacy@magicleap.com (<mailto:privacy@magicleap.com>) if you think these systems inappropriately suspected fraud.

How We Use Information

We use the information we collect to enable the features and functionality of your Device and provide Services to you, including:



Spatial Mapping: Spatial maps are essentially digital models of the physical areas surrounding a Device.

Spatial maps do not include images of individuals or text, and instead just help to reproduce the physical contours of the surrounding area. These maps allow us and other app providers to display digital objects in the space surrounding your Device in a realistic manner.



Device Interactions: We use the data collected via the Device sensors to determine the pose of your head and your hand, understand where you are looking, recognize your gestures and derive other similar input data. This data helps us and the third-party apps you use facilitate your interactions with digital content displayed via the Device.

We also use the information we collect to:

- Personalize and improve our Platform, such as customize and improve your experience or provide advertisements or features that match your profile or interests;
- Develop new products and services for our Platform;
- Send you technical notices, updates, security alerts, and other administrative messages and to respond to your comments and questions;
- Process transactions, fulfill orders and send related information, including confirmations, receipts, invoices, and recall notices;
- Monitor and analyze trends, usage and activities in connection with our Platform;
- Detect, investigate and prevent fraudulent transactions, Platform abuse, and other illegal activities, verify identity and protect the rights and property of Magic Leap and others;
- Facilitate contests, sweepstakes and promotions and process and deliver entries and rewards; and
- Send you direct marketing, such as information about products, services, offers, promotions, news or events offered by Magic Leap and others we think will be of interest to you.

How We Share Information

Before we describe our sharing practices, we want to make one thing clear: except in connection with a sale of our business, as described below, we will not sell your data to other companies. When we share your data, we will either do so based on a choice you've made or in a few other ways that are necessary to operate our business – you can find more about each of these below.

There are three key ways in which you can enable us to share information with others:

With other users: There are a variety of ways in which you can choose to share information with other members of the Magic Leap community. For instance, in Social (<https://www.magicleap.com/experiences/social>) you can search for, connect and communicate with



other community members. You can also elect to enable Shared World to contribute to collective spatial maps that are stored in Magic Leap's cloud ecosystem and made available to all users who contribute to the collective map of that space. Please refer to Your Choices for more details.



With other apps you use: While some information from your Device is shared automatically with apps that you choose to install on your Device, you may also choose to share other information with the providers of those apps. Please refer to Your Choices for more details regarding the information shared with other apps. We require app publishers to provide notice of their privacy practices to our users via Magic Leap World, so we encourage you to review those privacy policies for information about how they will use and share the information they collect. You may also choose whether to share crash reports with the providers of the apps you install on your Device. Please refer to Your Choices for more information regarding the choices available to you with respect to crash reports on our Platform.

With other social platforms: You may share content from our Platform to your social media accounts, such as YouTube or Twitter. You should review the policies and procedures of your social media accounts to learn about how they collect and use the information you share to those services.

In addition to the above, we may also share information about you as follows:

- With service providers that perform services for us or for you. For example, certain of our communications services (such as Avatar Chat and Casting through Social (<https://www.magicleap.com/experiences/social>)) are powered by Twilio. See Twilio's privacy policy (<https://www.twilio.com/legal/privacy>) for details on how Twilio processes your information when you use such services.
- In response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation, public authority request or legal process, including to meet national security or law enforcement requirements;
- If we believe your actions are inconsistent with our user agreements or policies to enforce or fulfill such agreements or policies;
- To protect the rights, property and safety of Magic Leap or others;
- In connection with, or during negotiations of, any merger, sale of assets, financing or acquisition of all or a portion of our business;
- Between and among Magic Leap and our current and future parents, affiliates, subsidiaries and other companies under common control and ownership; and
- Otherwise with your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you, with others. For example, we may share a hashed version of your email address to facilitate customized ad campaigns on other platforms.

Device Choices

We offer a variety of privacy settings and choices through our Device setup and settings. Below is a summary of some of the key options, but please review your Device settings for more information about the choices available to you.

Cloud Processing for Spatial Maps: When you first set up your Device, you can choose whether or not to enable cloud processing for spatial mapping. If you use cloud processing for your spatial maps, you will be able to store more maps, update your maps more quickly, and enable shared experiences with other users. If you do not enable cloud processing for spatial mapping for privacy or other reasons, your spatial maps are designed to stay on your Device. You can change this choice through Device settings at any time.

Shared World: You may also be presented with the option of whether or not to enable Shared World. If you enable Shared World, each spatial map created from your device about a particular space will be saved to a collective map of that space that is stored in Magic Leap's cloud ecosystem. You need to enable cloud processing for spatial maps to use Shared World, but you can use cloud processing without Shared World if you prefer. You can change your selection through Device settings at any time. Should you later choose to change your settings to disable Shared World, the maps you have contributed to the collective spatial maps will not be deleted. This is because the contributed maps become part of the combined Shared World experience, and are not directly associated with a particular Device or Magic Leap ID account. If there are spaces you do not want to be part of the collective spatial maps, we encourage you to change your settings before entering that space.

Location Information: If you wish to disable our collection of precise location information from your Device, you should disable Wi-Fi on the Device. However, while Wi-Fi is disabled, your Device will not be able to connect to our Services or the Internet.

Analytics Information and Crash Reports: If you wish to alter your choices regarding whether Magic Leap will receive additional analytics information and crash reports from your Device, you can do so through Device settings at any time. As noted in the section above on sharing, you may also choose to share crash reports with the providers of the apps you install. These choices may also be adjusted through the settings on your Device.

Other Data Accessed by Apps: Some of the information from your Device is shared automatically to help apps operate on our Platform, including spatial maps, the position of your eyes, head and hands, and Internet access. Other access is only granted with your permission, including access to the microphone or picture camera. More details on data that applications can access and our app permission framework are provided during the setup process for Magic Leap One. The access that you grant through permissions can be adjusted in Device settings at any time, though certain apps or features may not function without certain permissions.

Magic Leap App Choices



We also offer choices in connection with some of the apps Magic Leap publishes for our Device. For example, Helio (<https://www.magicleap.com/experiences/helio>) offers certain privacy features, such as the



ability to clear your browsing history and cookies. Additionally, Social (<https://www.magicleap.com/experiences/social>) provides some privacy settings, including the ability to set which elements of your profile are visible to other users, determining how discoverable you are to the Social community, and the ability to determine which users can contact you through Social.

Account Choices

You may update or remove most of the information you provide as part of your Magic Leap ID account by logging in and accessing your profile page. You may also request to delete your Magic Leap ID account, which is designed to disable your profile and remove your name, photo and profile information. In either case, we retain certain information we have collected about you for our legitimate business purposes or as required by law, such as transaction history. Also, please note that without a Magic Leap ID account, you will not be able to access a Device and most of our Services.

Website and Mobile Application Choices

Information on Your Mobile Device with Your Permission: We collect information about features on your mobile device that you use to access Magic Leap’s mobile application in accordance with the permission process set by your mobile device, including access to the microphone, camera and your photos.

Mobile Device Settings: The settings in your mobile device should allow you to stop sharing access to certain information or features with us via our mobile application. For example, you should be able to deactivate our access to information collected from your microphone or camera, images in your photo gallery, or our ability to send you push notification messages.

Cookies: For more information about cookies and tracking technologies, and options to disable them, please see our Cookie Policy (<https://www.magicleap.com/legal/cookie-policy>). Please note that we do not currently respond to “do not track” signals or other mechanisms that might enable you to opt out of tracking on our Services.

Marketing Preferences

Promotional Emails: Please review the settings in your Magic Leap ID account to unsubscribe from our marketing emails. You may also opt out of receiving promotional emails from us by following the instructions in those emails. If you opt out, we may still send you non-promotional emails, such as those about your account or your purchases.

Advertising: You can also opt out of receiving “custom audience” ads from us in Facebook and from receiving similar types of tailored audience ads in other third-party platforms that you may be using (such as Instagram or Twitter) by accessing the ad setting features on such platforms or by contacting us at privacy@magicleap.com (<mailto:privacy@magicleap.com>). As part of these audience ad programs, we upload a list of email addresses to a third-party platform so that we can display interest-based ads within that platform to specific groups of users.

Subject to certain limitations and exceptions allowed by law, Magic Leap honors the exercise of the following rights for its users regardless of their location:

- **Access and Correction:** You have the right to request access to the personal data we process about you along with information about how we process your personal data, and to request that we correct inaccurate or incomplete personal data we process about you.
- **Deletion:** You have the right to request that we delete personal data about you.
- **Restriction:** You have the right to request that we restrict processing of your personal data, such as by limiting to storing but not further processing.
- **Data Portability:** For personal data you provided to us, you have the right to request that we provide that data in a structured, commonly used and machine-readable format, and you have the right to transmit that data to another controller.
- **Objections:** You have the right to object to our processing, such as if you object to our processing based on legitimate interests or our direct marketing.
- **Revocation of Consent:** When our processing is based on your consent, you have the right to revoke that consent.
- **Complaints:** You have the right to file a complaint regarding our data protection practices with your local supervisory authority. If you are in the EEA, please see this directory (https://edpb.europa.eu/about-edpb/board/members_en) for contact details. For Swiss residents, please refer to the Office of the Federal Data Protection and Information Commissioner (<https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/contact/address.html>).

Other Important Details

Retention: We store the information we collect about you for as long as is necessary for the purpose for which such information was collected or for other legitimate business purposes, including to meet our legal, regulatory, or other compliance obligations.

Security: We use measures designed to protect the information we collect about you against unauthorized access, use and disclosure.

Advertising and Analytics Services Provided by Others: We engage others to provide analytics services via our mobile application and websites, and to serve advertisements on our behalf on other websites and online services. These entities use cookies, web beacons, device identifiers and other technologies to collect information about your use of our websites and mobile application and other websites and online services, including your IP address, web browser, mobile network information, pages viewed, time spent on pages or in apps, links clicked and conversion information. For example, we use Google Analytics. See



Google's privacy policy (<https://policies.google.com/privacy>) for more information about how Google collects and uses data about you when you use our websites. For more information about cookies, including how you may be able to opt out of interest-based ads, please see our Cookie Policy. (<https://www.magicleap.com/legal/cookie-policy>)



Privacy Protection Policy for CT Residents: In accordance with Connecticut law, we are publishing this privacy protection policy in connection with the Social Security numbers we may collect from Connecticut residents that register as app publishers. As part of our privacy protection policy, we implement measures designed to: (1) protect the confidentiality of the Social Security numbers we collect from Connecticut residents, (2) prohibit unlawful disclosure of those numbers, and (3) limit internal access to those numbers.

Children: Our Platform is not intended for children under 13 years of age. If you live in the EEA or Switzerland you must be at least 16 years old to use our Platform. If you are a parent and believe we have collected personal information from a child under 16 in the EEA or Switzerland, or 13 everywhere else, please contact us at privacy@magicleap.com (<mailto:privacy@magicleap.com>).

Individuals in the European Economic Area (“EEA”) or Switzerland

If you are in the EEA or Switzerland, this section contains additional information for you. Magic Leap, Inc. is the controller of your personal information. We process information about you under the following legal bases:

- **Contract.** We use information about you to fulfil our contractual obligations to you, such as to provide our Services, deliver Devices you purchase, provide customer service, or fulfill other transactions like processing exchanges and returns.
- **Legitimate Interest.** We also use information about you when we have a legitimate interest in doing so, such as securing and improving our Platform, detecting and preventing fraud, and analyzing how you use our Platform and how our Platform performs.
- **Legal Obligation.** We may be required to use information about you to comply with our legal obligations, such as to communicate with you about product safety issues or provide other legally required notices.
- **Consent.** We may ask for consent to use information about you for specific purposes. If we do, know that you can withdraw your consent at any time. Even if we are not relying on consent to use information about you, we may still provide you with choices or ask your permission before conducting a specific processing activity.

International Transfers: We are headquartered and receive and process information about you, in the United States, which may not provide equivalent levels of data protection as your home jurisdiction. This processing is necessary to provide the Services to you pursuant to our applicable user agreements (including the Account Terms and Conditions (<https://auth.magicleap.com/terms/user>), Creator



Agreement (<https://auth.magicleap.com/terms/developer>), and Terms of Sale (<https://www.magicleap.com/legal/terms-of-sale>). We will take steps to implement appropriate safeguards to help provide an adequate level of protection for this data.



Contact Us

This privacy policy applies to Magic Leap, Inc. If you have any questions about this policy, please contact us at: privacy@magicleap.com (<mailto:privacy@magicleap.com>) or at: Magic Leap, Inc., Attn: Privacy, 7500 W Sunrise Blvd, Plantation, FL 33322

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