

1 Katherine J. Ellena (SBN 324160)  
kellena@reedsmith.com  
2 REED SMITH LLP  
515 South Flower Street, Suite 4300  
3 Los Angeles, CA 90071-1514  
Telephone: +1 213 457 8000  
4 Facsimile: +1 213 457 8080

5 Michael B. Galibois (*pro hac vice*)  
mgalibois@reedsmith.com  
6 Emily Graue (*pro hac vice*)  
egraue@reedsmith.com  
7 Reed Smith LLP  
10 South Wacker Drive, 40th Floor  
8 Chicago, IL 60606-7507  
Telephone: +1 312.207 1000  
9 Facsimile: +1 312.207 6400

10 *Attorneys for Defendant,*  
Rokoko Electronics, *et al.*

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

18 ROKOKO ELECTRONICS, and  
DOES 1 through 50, inclusive,

19 Defendant.  
20

Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D]

**REQUEST FOR JUDICIAL NOTICE  
IN SUPPORT OF DEFENDANT  
ROKOKO ELECTRONICS'  
MOTION TO DISMISS  
COMPLAINT**

Date: August 4, 2025  
Time: 1:30 p.m.  
Place: Dept. 5D

[Concurrently filed with Notice of  
Motion; Memorandum of Points and  
Authorities; Declaration of Katherine  
Ellena; and [Proposed] Order]

State Court Action Filed: May 12, 2025  
Removal Date: June 12, 2025  
Trial Date: None

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

1 **TO THE HONORABLE COURT, THE CLERK, AND PLAINTIFF**  
2 **APPEARING PRO SE:**

3 Defendant Rokoko Electronics (“Rokoko”) requests that the Court take judicial  
4 notice of the documents attached hereto as Exhibits 1 through 6, referenced in Plaintiff  
5 Matthew R. Walsh’s Complaint. The following is a description of each exhibit:

- 6 • Exhibit 1 is a purchase order for a Smartsuit Pro by Plaintiff,  
7 created on August 28, 2020 and fulfilled on September 18, 2020.
- 8 • Exhibit 2 is a purchase order for Smartgloves by Plaintiff, created  
9 on September 10, 2020 and fulfilled on December 18, 2020 and  
10 December 23, 2020.
- 11 • Exhibit 3 is a purchase order for a repair kit for the Smartsuit Pro  
12 by Plaintiff, created on April 7, 2023 and fulfilled on April 11,  
13 2023.
- 14 • Exhibit 4 are Rokoko’s Terms, publicly available at  
15 <https://www.rokoko.com/terms>.
- 16 • Exhibit 5 is a FAQ for the Smartgloves, available at  
17 [https://support.rokoko.com/hc/en-us/articles/14963036056209-  
18 What-warranty-do-the-Smartgloves-come-with](https://support.rokoko.com/hc/en-us/articles/14963036056209-What-warranty-do-the-Smartgloves-come-with).
- 19 • Exhibit 6 is a FAQ for the Smartsuit Pro II, available at  
20 [https://support.rokoko.com/hc/en-us/articles/14277621966353-  
21 What-warranty-does-the-Smartsuit-Pro-II-come-with](https://support.rokoko.com/hc/en-us/articles/14277621966353-What-warranty-does-the-Smartsuit-Pro-II-come-with).

22  
23 **BASIS FOR REQUESTING JUDICIAL NOTICE**

24 Documents that are incorporated by reference into a complaint, as Exhibits 1  
25 through 6, are the proper subject of judicial notice on a motion to dismiss. *Khoja v.*  
26 *Orexigen Therapeutics, Inc.*, 899 F.3d 988, 1003 (9th Cir. 2018); *Marder v. Lopez*, 450  
27 F.3d 445, 448 (9th Cir. 2006). Matters properly the subject of judicial notice may be  
28

1 considered in ruling on a Rule 12(b)(6) motion. *Barron v. Reich*, 13 F.3d 1370, 1377  
2 (9th Cir. 1994).

3 Exhibits 1-3 are purchase orders that are incorporated by reference into the  
4 Complaint. *See* Compl., 19:25-21:24.

5 Exhibits 4-6 are Rokoko’s Terms for Services and FAQs that are incorporated by  
6 reference into the Complaint. *See* Compl., Exs. 61, 102.

7 Accordingly, Rokoko respectfully requests that this Court take judicial notice of  
8 Exhibits 1 through 6 accompanying this Request for Judicial Notice.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: June 26, 2025

REED SMITH LLP

By: /s/ Katherine J. Ellena  
Katherine J. Ellena  
Michael Galibois (*pro hac vice*)  
Emily Graue (*pro hac vice*)

*Attorneys for Defendant  
Rokoko Electronics*

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

# **EXHIBIT 1**

📧 > **RKK#3063** ● Paid ● Fulfilled Archived

August 28, 2020 at 9:11 am from Draft Orders

📦 Fulfilled (2) RKK#3063-F1

UPS tracking number  
 1Z1FA1990493250947 ● Delivered

Deliver by  
 Friday, September 18, 2020



**SmartSuit Pro**

M \$2,495.00 × 2 \$4,990.00  
 SKU: RKK-SSP-01-M

**Customer** ⋮

Matthew Walsh  
 1 order

**Contact information**

dev@playnothing.com

**Shipping address**

Matthew Walsh  
 28435 Ascent Way  
 Santa Clarita CA 91350  
 United States  
 +1 661-644-0012

**Billing address**

Same as shipping address

☑ Paid

Subtotal	2 items	\$4,990.00
Discount	Influencer Discount	-\$1,247.50
Shipping	Standard shipping (6.188 kg: Items 6.0 kg, Package 0.188 kg)	\$50.00
<b>Total</b>		<b>\$3,792.50</b>
Paid		\$3,792.50

**Metafields**

Return Reason

**Timeline**

December 15, 2020

- Ivelina Georgieva (deleted) removed the note on this order. 1:19 PM
- Ivelina Georgieva (deleted) added a note to this order. 12:40 PM

September 16, 2020

- This order was archived. 10:31 AM
- Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (dev@playnothing.com). 10:31 AM
- Shippo - Simplified Shipping fulfilled 2 items from Sankt Gertruds Straede 6E. 10:31 AM

August 28, 2020

- Order confirmation email was sent to Matthew Walsh (dev@playnothing.com). 9:11 AM
- A \$3,792.50 USD payment was processed using a American Express ending in 1009. 9:11 AM
- Unable to process a payment for \$3,792.50 USD using a American Express ending in 1009. 9:11 AM
- Unable to process a payment for \$3,792.50 USD using a American Express ending in 1009. 9:11 AM
- This order was created for Matthew Walsh from draft order #D1273 . 9:11 AM

## **EXHIBIT 2**

> **RKK#3118** Paid Fulfilled Archived

September 10, 2020 at 11:34 pm from RokokoCheckout

Fulfilled (1) RKK#3118-F1

Fulfilled  
December 18, 2020

DHL Express tracking number  
4769983245



**Smartgloves**

M

\$995.00 × 1

\$995.00

SKU: RKK-SG-01-M

**Notes**

Size M+L!

**Channel Information**

Channel

RokokoCheckout

**Customer** ...

Matthew Walsh

1 order

**Contact information**

matthew@logicnine.com

**Shipping address**

Matthew Walsh  
WINTERYEAR STUDIOS LOS ANGELES  
28435 Ascent Way  
Santa Clarita CA 91387  
United States  
+1 661-644-0012

**Billing address**

Same as shipping address

Fulfilled (1) RKK#3118-F2

Fulfilled  
December 23, 2020

DHL Express tracking number  
6429895566



**Smartgloves**

M

\$995.00 × 1

\$995.00

SKU: RKK-SG-01-M

Paid

Subtotal	2 items	\$1,990.00
Discount	DN_23C19B5CE63E3449AB9CE18C19547129	-\$200.00
Shipping	Standard shipping (6.188 kg: Items 6.0 kg, Package 0.188 kg)	\$25.00
<b>Total</b>		<b>\$1,815.00</b>
Paid		\$1,815.00

**Metafields**

Return Reason

**Timeline**

December 23, 2020

This order was archived. 11:21 AM

Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (matthew@logicnine.com). 11:21 AM

 Shippo - Simplified Shipping fulfilled 1 item from Sankt Gertruds Straede 6E. 11:21 AM

December 18, 2020

 Shippo - Simplified Shipping sent a shipping confirmation email to Matthew Walsh (matthew@logicnine.com). 2:46 PM

 Shippo - Simplified Shipping fulfilled 1 item from Sankt Gertruds Straede 6E. 2:46 PM

December 15, 2020

Ivelina Georgieva (deleted) edited the note on this order. 1:48 PM

Ivelina Georgieva (deleted) edited the note on this order. 1:23 PM

November 20, 2020

Ivelina Georgieva (deleted) added a note to this order. 11:05 AM

September 10, 2020

Order confirmation email was sent to Matthew Walsh (matthew@logicnine.com). 11:34 PM

A \$1,815.00 USD payment was processed using a American Express ending in 1009. 11:34 PM

Matthew Walsh placed this order on RokokoCheckout (checkout #14713919996059). 11:34 PM

## **EXHIBIT 3**

> **RKK#1883-USA**  Paid  Fulfilled  Archived

April 7, 2023 at 3:45 pm from Draft Orders

Fulfilled (4) RKK#1883-USA-F1

Fulfilled  
April 11, 2023

Tracking number  
[7604427213](#)

	<b>Cable 180mm (Smartsuit Pro)</b>	<del>\$5.00</del>	\$0.00	x 2	\$0.00
	SKU: RKK-100-311-180				
	discount (-\$5.00)				

	<b>SSP Sensor Tool</b>	<del>\$5.00</del>	\$0.00	x 1	\$0.00
	SKU: RKK-100-115				
	discount (-\$5.00)				

	<b>Sensor (Smartsuit Pro)</b>		\$50.00	x 1	\$50.00
	SKU: RKK-100-121				

**Customer** ⋮

Matthew Walsh  
1 order

**Contact information**

matthew@winteryear.com

**Shipping address**

Matthew Walsh  
28435 Ascent Way  
Santa Clarita CA 91350  
United States  
+1 661-644-0012

**Billing address**

Same as shipping address

Paid

Subtotal	4 items	\$50.00
Shipping	Custom (0.031 kg: Items 0.031 kg, Package 0.0 kg)	\$25.00
Taxes	Tax details	\$4.76
<b>Total</b>		<b>\$79.76</b>
Paid		\$79.76

**Metafields**

Return Reason

**Timeline**

April 11, 2023

This order was archived. 2:20 AM

-  WMS (USA) sent a shipping confirmation email to Matthew Walsh (matthew@winteryear.com). 2:20 AM
-  WMS (USA) fulfilled 4 items from Sankt Gertruds Straede 10. 2:20 AM

April 9, 2023

- \$76.95 USD was added to your Apr 11, 2023 payout. 6:18 PM

April 7, 2023

- Order confirmation email was sent to Matthew Walsh (matthew@winteryear.com). 3:45 PM
- \$76.95 USD will be added to your Apr 11, 2023 payout. 3:45 PM
- A \$79.76 USD payment was processed using a American Express ending in 5242. 3:45 PM
- This order was created for Matthew Walsh from draft order #D711 . 3:45 PM

## **EXHIBIT 4**

Capture  
Tools ▾

Software ▾

Why Rokoko ▾

Community ▾

Resources ▾

Get in touch

# Rokoko Terms

## Overview

This website is operated by Rokoko Electronics ApS. Throughout the site, the terms “we”, “us” and “our” refer to Rokoko. Rokoko website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you are bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service without notice, including posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Shopify. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## Section 1 - Online store terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence and you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor children to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any applicable laws or your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## Section 2 - General conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service in any way without our express written permission by us. The headings used in this document are included for convenience only and will not limit or otherwise affect these Terms.



## Section 3 - Accuracy, completeness and timelines: information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site contains certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree to accept responsibility to monitor changes to our site.

## Section 4 - Modifications to the service and prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (in whole or in part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price increase, suspension or discontinuance of the Service.

## Section 5 - Products or services

Certain products or services may be available exclusively online through the website. These products or services may have limitations and are subject to return or exchange only according to our Return Policy (section 6). We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## Section 6 - Return and refund policy

### 6.1 Return policy

We offer a generous 30-day return policy for all hardware products, starting from the date of delivery. This policy applies to our returnable hardware items, not limited to Smartsuit and Smartgloves. This gives you ample time to try out your purchase and decide whether it meets your needs. If you find that the product does not meet your expectations, you can return it within 30 days from the date of delivery for a full refund, **excluding shipping costs**.

### 6.2 Return Eligibility

To be eligible for a full refund, please adhere to the following conditions:

1. Electronics: The electronics component of the Smartsuit, Smartgloves, or any hardware product containing electronic components must not be damaged or altered in any way.
2. Textiles: The textiles must not show any visible wear and tear marks and should be in their original condition. If there is damage to the textiles, extra fees may apply and will be deducted from the refund amount. Damage fees to the textile may range between \$

### 6.3 Initiating a Return

To initiate a return, please contact our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com) and provide your order number. The order number is essential for processing your return (it uses the following format: RKK#1234 or RKK#1234-XX).

## 6.4 Refund Processing

Once we receive your returned item, our team will inspect it for any damages, including both textiles (if relevant) and electronic parts. If both the textiles and electronic parts are found to be in their original condition without any visible wear and tear marks or damage, we will proceed to process your refund. Please note that if there is any damage to either the textiles or electronic parts, extra fees for damage will be deducted from the refund amount.

The refund will be issued to the original payment method used for the purchase.

We appreciate your patience during this inspection process, as it allows us to maintain the quality of our products and ensure a fair process for all our customers. If you have any questions or concerns regarding your return, please don't hesitate to contact our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com)

## Section 7 - Accuracy of billing and account information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and account information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy (section 6).

## Section 8 - Order delivery terms and delivery estimates

All hardware products ordered on [www.rokoko.com](http://www.rokoko.com) can be delivered worldwide at a fixed delivery fee communicated at order placement at checkout.

For orders shipped outside of the EU, we do not cover potential customs and import taxes and fees (unless agreed in writing with our staff prior to purchasing) nor do we provide estimates on such fees or services to resolve customs disputes.

All hardware products ordered on [www.rokoko.com](http://www.rokoko.com) are shipped through the service of a third-party logistics provider. Order processing times can vary, however, once an order is handed over by Rokoko to the third-party logistics provider, the customer will receive a tracking number and can expect a delivery of 1 to 2 days for shipping addresses inside the European Union and North America or 2 to 5 days for shipping addresses for the rest of the world. Delays in shipping (e.g. customs clearance delays) are outside of Rokoko's control and can be resolved with the coordination between the customer, Rokoko and the third-party logistics provider. For support with shipping, customer support is available at [shipping@rokoko.com](mailto:shipping@rokoko.com)

Any inconsistencies between the contents of the package received and the commercial invoice of the package, must be reported to us within a maximum of five days from the delivery date.

## Section 9 - Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind, without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Your use of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and features through the website (including, the release of new tools and resources). Such new features and/or services shall also be governed by these Terms of Service.

## Section 10 - Third-party links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on the Service may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content of third-party materials, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, service content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions about third-party products should be directed to the third-party.

## Section 11 - User comments, feedback and other submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violate any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain any libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way damage the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and we make no accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## Section 12 - Personal information

Your submission of personal information through the store is governed by [our Privacy Policy](#).

## Section 13 - Errors, inaccuracies and omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that the information in the Service or on any related website has been modified or updated.

## Section 14 - Terms for Prospective Employees

During a recruitment process we will ensure that personal data is treated with care and in accordance with applicable laws and regulations.

In connection with recruitment and testing of candidates Rokoko is processing the personal information you provide, which may include your name, contact details, recommendations, CV, educational and training certificates, transcripts of grades and test results – and your prior consent – input from previous employers (“your personal data”). We process your personal data in order to carry out the recruitment processes. Article 6(1)(f) (legitimate interest), article 9(2)(f) (legal claims) and – where your consent is provided – article 9(2)(a) (consent) of the EU General Data Protection Regulation (GDPR) forms the legal basis for how Rokoko will process your personal data. Rokoko employees will process your data exclusively for the specified purposes.

Rokoko will in certain cases use systems run on third-party platforms or involve third parties in the processing (e.g. external test providers or recruitment firms). Such cases will imply a transfer of data to the third parties, but solely for the specified purposes and with the third parties acting on instruction from Rokoko. Data may be collected and processed across the Rokoko network, which may entail processing of personal data outside the European Economic Area. In such cases, an adequate level of protection will be ensured by the third party being subject to the standard contractual clauses on data protection adopted by the EU or to an EU-approved certification mechanism.

protection.

You can write to hi@rokoko.com at any time to request access to your data, rectification or deletion of your data, restrictions in processing of your data, to receive your data (data portability), withdrawal of consents you have given Rokoko to process your d

Your personal data will be kept for a period of 6 months from the time of application. After 6 months Rokoko will ask you to give allowing Rokoko to keep your personal data for other future positions for another 6 months.

## Section 15 - Prohibited uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for i purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or s regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual prop others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual oriente ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any re website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pret crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Servic related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website any of the prohibited uses.

## Section 16 - Disclaimer of warranties; limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may suspend the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of the service is at your sole risk. The service and all products and services delivered to you through the service are provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Rokoko, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement cost, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any products, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## Section 17 - Indemnification

You agree to indemnify, defend and hold harmless Rokoko and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand for damages, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents incorporated by reference, or your violation of any law or the rights of a third-party.

## Section 18 - Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nevertheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to have been removed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

# Section 19 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or according to our Terms of Service (or any part thereof).

# Section 20 - Entire agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior or contemporaneous Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

# Section 21 - Governing law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Denmark.

# Section 22 - Changes to terms of service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of changes to these Terms of Service constitutes acceptance of those changes.

# Section 23 - Contact information

Questions about the Terms of Service should be sent to us at [hi@rokoko.com](mailto:hi@rokoko.com).

 **ROKOKO** Turn motion into magic. English

Subscribe to our newsletter



Capture tools

Full Performance Capture

Smartsuit Pro II

Smartgloves

Integrations

Blender

Unreal

Unity

iClone

Use cases

Animation, Film & VFX

Game, AR & VR development

Academia & Education

Support

Rokoko tool guides

Workflow v

Help Center

#901

YouTube 32K

-  Instagram
-  Facebook
-  Twitter
-  LinkedIn
-  TikTok
-  Discord

- Coil Pro
- Face Capture
- Headcam
- Headrig
- Studio Software
- Rokoko Vision
- Motion Library
- Request a Quote
- Book a demo
- Get in touch

- Cinema 4D
- Maya
- Houdini
- MotionBuilder
- Cartoon Animator 4
- See all integrations

- Customer user stories
- Learn
- Events
- Tutorials
- Free resources
- Reviews
- Artist spotlight
- Insights
- Get sponsored

- Talk to a Support Engineer
- Request a demo
- About
- Careers
- Our story

## **EXHIBIT 5**

# What warranty do the Smartgloves come with?

---

## Who is this article relevant to?

This is for anyone who's looking to order or already owns a pair of Rokoko Smartgloves.

## Which product is this article relevant for?

[Smartsuit Pro](#) [Smartsuit Pro II](#) [Smartgloves](#)

We are committed to providing top-quality products and ensuring your satisfaction. We are pleased to offer a 1-year warranty on all electronic components of the Smartgloves, which includes sensors, the hub, and cables. This warranty is effective from the date of delivery.

## Warranty Coverage

Within the warranty period, Rokoko will cover the cost of shipping for sending the Smartgloves for in-house repairs, ensuring that your product functions at its best.

## Warranty Voidance

Please be aware that any removal, replacement, or tampering with electronic components without the advice or instruction of the Rokoko Support Team will void the warranty. We highly recommend contacting our Support Team for guidance on any electronic component-related issues.

## Extending Your Warranty

If you wish to extend your warranty for an additional 1 year, you can do so by sending an email to [support@rokoko.com](mailto:support@rokoko.com) to request an extension. It's important to note that warranty extensions are only available when purchasing the hardware or within **10 days of delivery**.

We are dedicated to providing you with exceptional products and service. If you have any questions or require assistance regarding your warranty or our products, please don't hesitate to reach out to our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com).

## Out-of-Warranty Repairs

At Rokoko, we understand that sometimes electronic components may require repair, even after the warranty period has expired. To provide you with the best service possible, we offer out-of-warranty repair options for your Smartgloves.

### Fixed Repair Costs

For products that are no longer covered by the warranty, a fixed cost will apply for in-house repairs based on the extent of the repair needed:

- **Minor Repair:** This category includes repairs involving issues such as diagnosis and repair time, cables, and only one sensor, or calibration adjustments. The cost for minor repairs is \$150.
- **Major Repair:** Major repairs encompass more extensive issues, including diagnosis and repair time, cables, hub repair, more than one sensor, or calibration adjustments. The cost for major repairs is \$250.

Please note that in some cases, repairs may require special attention or incur additional costs based on the specific nature of the repair needed. Special repair charges can vary, and our Customer Support team will assess and communicate any such charges before proceeding with the repair.

We want to ensure that you have the flexibility to choose the most suitable repair option for your needs. If you have any questions or require further assistance regarding repairs or special charges, please do not hesitate to contact our Customer Support team.

### Shipping and Responsibility

It's important to note that products undergoing out-of-warranty repairs and Repair Kits will be shipped at the customer's expense, **to and from Rokoko**. This means that the responsibility for unloading, packaging, labeling, freight, customs clearance, duties, and taxes falls upon the customer.

While Rokoko can assist you in generating shipping labels at a cost, you will be responsible for coordinating the pick-up and shipment with the selected carrier. We are here to support you throughout this process to facilitate the return of your product.

We value your trust in Rokoko, and we are committed to ensuring that your Smartgloves continue to serve your needs. If you have any questions or require further assistance regarding out-of-warranty repairs, including the possibility of special repair charges, please do not hesitate to contact our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com).

## Promoted articles

---

Getting started with your Smartsuit Pro II

Best power banks for Smartsuit Pro II

Setting up your Smartsuit Pro II in Rokoko Studio

Unreal Engine 5.3 and prior - Livestream to Default Metahumans

**EXHIBIT 6**

# What warranty does the Smartsuit Pro II come with?

## Who is this article relevant to?

This is for anyone who's looking to order or already owns a Rokoko Smartsuit Pro II.

## Which product is this article relevant for?

~~Smartsuit Pro~~ Smartsuit Pro II ~~Smartgloves~~

We are committed to providing top-quality products and ensuring your satisfaction. We are pleased to offer a 1-year warranty on all electronic components of the Smartsuit Pro II, which includes sensors, the hub, and cables. This warranty is effective from the date of delivery.

## Warranty Coverage

Within the warranty period, Rokoko will cover the cost of shipping for any necessary repair kits or sending the Smartsuit Pro II for in-house repairs, ensuring that your product functions at its best.

## Warranty Voidance

Please be aware that any removal, replacement, or tampering with electronic components without the advice or instruction of the Rokoko Support Team will void the warranty. We highly recommend contacting our Support Team for guidance on any electronic component-related issues.

## Extending Your Warranty

If you wish to extend your warranty for an additional 1 year, you can do so by sending an email to [support@rokoko.com](mailto:support@rokoko.com) to request an extension. It's important to note that warranty extensions are only available when purchasing the hardware or within **10 days of delivery**.

We are dedicated to providing you with exceptional products and service. If you have any questions or require assistance regarding your warranty or our products, please don't hesitate to reach out to our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com).

## Out-of-Warranty Repairs

At Rokoko, we understand that sometimes electronic components may require repair, even after the warranty period has expired. To provide you with the best service possible, we offer out-of-warranty repair options for your Smartsuit Pro II.

### Fixed Repair Costs

For products that are no longer covered by the warranty, a fixed cost will apply for in-house repairs based on the extent of the repair needed:

- **Minor Repair:** This category includes repairs involving issues such as diagnosis and repair time, cables, and only one sensor, or calibration adjustments. The cost for minor repairs is \$150.
- **Major Repair:** Major repairs encompass more extensive issues, including diagnosis and repair time, cables, hub repair, more than one sensor, or calibration adjustments. The cost for major repairs is \$250.

Please note that in some cases, repairs may require special attention or incur additional costs based on the specific nature of the repair needed. Special repair charges can vary, and our Customer Support team will assess and communicate any such charges before proceeding with the repair.

Additionally, customers have the option to contact our Customer Support team to prepare a Repair Kit, which may include cables and sensors at an additional cost. Customers taking this approach are responsible for self-repairing their product using the provided Repair Kit with instructions from our Customer Support team.

We want to ensure that you have the flexibility to choose the most suitable repair option for your needs. If you have any questions or require further assistance regarding repairs, special charges, or Repair Kits, please do not hesitate to contact our Customer Support team.

### Shipping and Responsibility

It's important to note that products undergoing out-of-warranty repairs and Repair Kits will be shipped at the customer's expense, **to and from Rokoko**. This means that the responsibility for unloading, packaging, labeling, freight, customs clearance, duties, and taxes falls upon the customer.

While Rokoko can assist you in generating shipping labels at a cost, you will be responsible for coordinating the pick-up and shipment with the selected carrier. We are here to support you throughout this process to facilitate the return of your product.

We value your trust in Rokoko, and we are committed to ensuring that your Smartsuit Pro II continues to serve your needs. If you have any questions or require further assistance

regarding out-of-warranty repairs, including the possibility of special repair charges, please do not hesitate to contact our Customer Support team at [support@rokoko.com](mailto:support@rokoko.com).

## Promoted articles

---

Getting started with your Smartsuit Pro II

Best power banks for Smartsuit Pro II

Setting up your Smartsuit Pro II in Rokoko Studio

Unreal Engine 5.3 and prior - Livestream to Default Metahumans