



# California AB 587 Transparency Report

Q4 2023

Roblox is an immersive platform for connection and communication. Every day, millions of people come to Roblox to create, play, work, learn, and connect with each other in experiences built by our global community of creators.

Our vision is to reimagine the way people come together – in a world that's safe, civil, and optimistic. To achieve this vision, we are building an innovative company that, together with the Roblox community, has the ability to strengthen our social fabric and support economic growth for people around the world.

Transparency reports demonstrate our deep commitment to keeping all Roblox users safe.

## Roblox Terms and Community Standards

Roblox's Community Standards, which are incorporated into our [Terms of Use](#), govern user conduct on the platform. Roblox makes the Terms of Use available in all languages where we offer product features.

The current version of the Terms of Use (last updated March 22, 2024) can be found in Appendix 11, and a detailed description of the changes we've made since Q3 2023 can be found in Appendix 12. Our full Community Standards can be found [here](#). The specific Community Standards for the violation categories included in this report can be found in Appendix 13.

## Content Moderation Practices

### Automated and Human Content Moderation

A combination of automated and human content moderation systems play a crucial role in enforcing our Terms of Use by proactively identifying and addressing content that violates our policies. Content submitted by creators, including assets and communication such as text and voice, undergoes a comprehensive review process before it is published to the site.

Content not flagged for removal by automated systems are subject to human review, both proactively and when reported for policy violations. Our automated systems also prevent the re-upload of content that we've previously removed or previously rejected, ensuring that content we've taken down isn't reintroduced to the platform.

### Responding to User Reports

Roblox has a robust reporting process in place to address user reports of Terms of Use and Community Standards violations. Users have the ability to easily mute or block other community members and report inappropriate content or behavior on the Roblox application and our website. Roblox also provides users with a direct channel to our Customer Support team to report concerns or other issues.

## Enforcement Actions

Once content has been flagged, our moderation systems assess the validity of the flag, and take action in accordance with our Terms of Use and Community Standards. The actions taken can vary based on the severity and impact of the violation, and they can include:

- Warnings
- Removing content
- Roblox account-level and feature-level restrictions
- Reporting users to relevant authorities in cases presenting an imminent risk of harm

The duration of these enforcement actions and the type of action taken can be manual, automated, or a combination of both. In addition to considering the specific violation, we also take into account a user's historical use of the platform and whether they have repeatedly violated our policies. Repeated violations of our policies may increase the severity of the enforcement actions.

Whenever we make a decision to restrict access to content on the platform, we notify users of our decision and provide them with an opportunity to appeal by contacting the Roblox Appeals team. Moderators holistically evaluate appeal requests, considering the severity of the violation, the user's reason for appealing, and their behavior on the platform.

Users also have the option to discontinue their use of the service at any time by requesting an account deletion, which can be done in-app or via the Support Form, utilizing the Right to Be Forgotten request feature.

## Q4 2023 Data

Roblox provides the information below in response to the CA Assembly Bill 587 "terms of service report" requirement. The following data covers the time period from October 1, 2023 through December 31, 2023, referred to as the reporting period.

To provide greater context on the charts below, in the reporting period, Roblox users generated and uploaded approximately 205 billion (204,431,935,293) total pieces of content to Roblox's platform, of which a significant amount is text chat, as well as other content types including audio, voice, and images. Every piece of content generated and uploaded is reviewed by our content moderation tools. Thus, this number represents the total pieces of content that potentially could have been flagged via our detection and reporting systems. There were 12,831,544 total flagged items of content (0.0063% of total).

The following tables detail the actual amount of content flagged under the three relevant policies on our platform, during the reporting period, broken down by the type of policy that the content has been actioned under. Per legislative requirements, we report on entity and content type. In providing this report, we have endeavored to present the required information in a way that avoids unnecessary repetition and most accurately reflects Roblox's content moderation practices.

# 1. The total number of flagged items of content.

## 1.1: Category of content

VIOLATION CATEGORY	TOTAL FLAGGED
Threats, Bullying, and Harassment	8,268,791
Discrimination, Slurs, and Hate Speech	4,526,527
Terrorism and Violent Extremism	36,226
<b>GRAND TOTAL</b>	<b>12,831,544</b>

## 1.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL FLAGGED
Account	Chat	11,216,428
	Voice	1,322,912
	Other	23,094
	Account	1,523
<b>ACCOUNT TOTAL</b>		<b>12,563,957</b>
Asset	Image	234,288
	Audio	14,553
	Asset	2,438
	Model	1,547
	Mesh	92
	3D Accessory	6
<b>ASSET TOTAL</b>		<b>252,924</b>
Group	Group	10,248
<b>GROUP TOTAL</b>		<b>10,248</b>
Place	Place	4,415
<b>PLACE TOTAL</b>		<b>4,415</b>
<b>GRAND TOTAL</b>		<b>12,831,544</b>

## 1.3: How the content was flagged

GRANULAR IDENTIFICATION SOURCE	TOTAL FLAGGED
Moderator Review	6,174,328
Abuse Report	6,382,027
Machine Detection	273,654
Customer Support	1,535
<b>GRAND TOTAL</b>	<b>12,831,544</b>

## 2. The total number of actioned items of content.

There were approximately 13 million (12,831,544) total pieces of content flagged and available to be actioned on in the reporting period. The following table details the amount of actioned content on our platform during the reporting period, broken down by the type of policy that the content has been actioned under.

### 2.1: Category of content

VIOLATION CATEGORY	TOTAL ACTIONS
Threats, Bullying, and Harassment	8,268,791
Discrimination, Slurs, and Hate Speech	4,526,527
Terrorism and Violent Extremism	36,226
<b>GRAND TOTAL</b>	<b>12,831,544</b>

### 2.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL ACTIONS
Account	Chat	11,216,428
	Voice	1,322,912
	Other	23,094
	Account	1,523
<b>ACCOUNT TOTAL</b>		<b>12,563,957</b>
Asset	Image	234,288
	Audio	14,553
	Asset	2,438
	Model	1,547
	Mesh	92
	3D Accessory	6
<b>ASSET TOTAL</b>		<b>252,924</b>
Group	Group	10,248
<b>GROUP TOTAL</b>		<b>10,248</b>
Place	Place	4,415
<b>PLACE TOTAL</b>		<b>4,415</b>
<b>GRAND TOTAL</b>		<b>12,831,544</b>

### 2.3: How the content was actioned

GRANULAR IDENTIFICATION SOURCE	TOTAL ACTIONS
Moderator Review	6,174,328
Abuse Report	6,382,027
Machine Detection	273,654
Customer Support	1,535
<b>GRAND TOTAL</b>	<b>12,831,544</b>

### 3. The total number of actioned items of content that resulted in action against the user or group of users responsible for the content.

There were actioned items that resulted in 12,707,767 enforcements. There is a discrepancy between total actions and actions with enforcements because content may be actioned for violations against multiple violation categories; however, it will only receive an enforcement for the most severe violation category.

Whenever content on Roblox is actioned on, it is removed from the platform. For some media types where content is ephemeral in nature (e.g. chat, voice), the content cannot be removed as it is no longer available.

The following table details the number of actioned items of content on our platform that resulted in user enforcement during the reporting period, broken down by the type of policy that the content has been actioned under.

TOTAL ACTIONS	ACTIONS WITH ENFORCEMENT
<b>12,831,544</b>	<b>12,707,767</b>

#### 3.1: Category of content

VIOLATION CATEGORY	TOTAL ACTIONS	ACTIONS WITH ENFORCEMENT
Threats, Bullying, and Harassment	8,268,791	8,265,757
Discrimination, Slurs, and Hate Speech	4,526,527	4,417,193
Terrorism and Violent Extremism	36,226	24,817
<b>GRAND TOTAL</b>	<b>12,831,544</b>	<b>12,707,767</b>

#### 3.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL ACTIONS	ACTIONS WITH ENFORCEMENT
Account	Chat	11,216,428	11,216,030
	Voice	1,322,912	1,322,866
	Other	23,094	23,094
	Account	1,523	1,523
<b>ACCOUNT TOTAL</b>		<b>12,563,957</b>	<b>12,563,513</b>
Asset	Image	234,288	111,053
	Audio	14,553	14,553
	Asset	2,438	2,438
	Model	1,547	1,547
	Mesh	92	0
	3D Accessory	6	0
<b>ASSET TOTAL</b>		<b>252,924</b>	<b>129,591</b>
Group	Group	10,248	10,248
<b>GROUP TOTAL</b>		<b>10,248</b>	<b>10,248</b>
Place	Place	4,415	4,415
<b>PLACE TOTAL</b>		<b>4,415</b>	<b>4,415</b>
<b>GRAND TOTAL</b>		<b>12,831,544</b>	<b>12,707,767</b>

## 4. The total number of actioned items of content that were removed, demonetized, or deprioritized.

There were 292,204 actioned items of content that were removed, demonetized, or deprioritized. Whenever content on Roblox is actioned on, it is removed from the platform. For some media types where content is ephemeral in nature (e.g. chat, voice), the content cannot be removed as it is no longer available.

### 4.1: Category of content

VIOLATION CATEGORY	TOTAL CONTENT REMOVED
Threats, Bullying, and Harassment	41,847
Discrimination, Slurs, and Hate Speech	222,063
Terrorism and Violent Extremism	28,294
<b>GRAND TOTAL</b>	<b>292,204</b>

### 4.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL CONTENT REMOVED
Account	Other	23,094
	Account	1,523
<b>ACCOUNT TOTAL</b>		<b>24,617</b>
Asset	Image	234,288
	Audio	14,553
	Asset	2,438
	Model	1,547
	Mesh	92
	3D Accessory	6
<b>ASSET TOTAL</b>		<b>252,924</b>
Group	Group	10,248
<b>GROUP TOTAL</b>		<b>10,248</b>
Place	Place	4,415
<b>PLACE TOTAL</b>		<b>4,415</b>
<b>GRAND TOTAL</b>		<b>292,204</b>

## 5. The number of times actioned items of content were viewed by users.

During the reporting period, Roblox averaged 72 million daily active users (DAU) and those users spent over 15 billion hours engaged with over 4 million unique experiences created by our community. And, between assets that comprise those experiences and communication between users, there were 204 billion pieces of content viewed during the reporting period. We estimate that during the reporting period, there were almost 12 million unique views of content that was actioned.

### 5.1: Category of content

VIOLATION CATEGORY	TOTAL USER VIEWS
Threats, Bullying, and Harassment	7,641,656
Discrimination, Slurs, and Hate Speech	4,114,364
Terrorism and Violent Extremism	7,932
<b>GRAND TOTAL</b>	<b>11,763,952</b>

### 5.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL USER VIEWS
Account	Chat	10,504,793
	Voice	1,216,688
	Username/Profile	18,439
<b>ACCOUNT TOTAL</b>		<b>11,739,920</b>
Place	Place	14,746
<b>PLACE TOTAL</b>		<b>14,746</b>
Group	Group	9,286
<b>GROUP TOTAL</b>		<b>9,286</b>
<b>GRAND TOTAL</b>		<b>11,763,952</b>

## 6. The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.

Roblox does not currently offer the ability for users to share/re-share content via the platform as of Q4 2023.



## 7. The number of times users appealed actions taken on the platform and the number of reversals of actions on appeal disaggregated by each type of action.

During the reporting period, there were 12,831,544 moderation actions on individual pieces of content that were available to be appealed. The total appeals were 522,949. The following table details the number of appeals and reversals on our platform during the reporting period, broken down by the type of policy that the content has been actioned under.

TOTAL APPEALS	TOTAL APPROVED APPEALS	% APPROVED APPEALS
<b>522,949</b>	<b>11,588</b>	<b>2.22%</b>

### 7.1: Category of content

VIOLATION CATEGORY	TOTAL APPEALS	TOTAL APPROVED APPEALS
Threats, Bullying, and Harassment	318,013	255
Discrimination, Slurs, and Hate Speech	199,412	308
Terrorism and Violent Extremism	5,524	85
<b>GRAND TOTAL</b>	<b>522,949</b>	<b>648</b>

### 7.2: Type of content and type of media of the content

ENTITY TYPE	CONTENT TYPE	TOTAL APPEALS	TOTAL APPROVED APPEALS
Account	Chat	410,230	6,833
	Voice	106,000	4,387
	Username/Profile	419	119
	Unclassified	269	1
<b>ACCOUNT TOTAL</b>		<b>516,918</b>	<b>11,340</b>
Asset	Image	4,302	222
	Mesh	160	1
	Unclassified	108	0
	Audio	67	8
	Video	1	0
<b>ASSET TOTAL</b>		<b>4,638</b>	<b>231</b>
Group	Group	371	1
<b>GROUP TOTAL</b>		<b>371</b>	<b>1</b>
Unclassified	Unclassified	36	3
<b>UNCLASSIFIED TOTAL</b>		<b>36</b>	<b>3</b>
Other	Other	17	2
	Model	11	0
	3D Accessory	1	0
<b>OTHER TOTAL</b>		<b>29</b>	<b>2</b>
Place	Place	957	11
<b>PLACE TOTAL</b>		<b>957</b>	<b>11</b>
<b>GRAND TOTAL</b>		<b>522,949</b>	<b>11,588</b>

# Appendix

# Appendix 1.1: Roblox Terms of Use (March 22, 2024)

## Roblox Terms of Use

### Introduction

Welcome to the Roblox universe, where imagination and creativity rule!

Roblox Corporation and designated subsidiaries ("Roblox," "we," or "us") offers the Roblox website (www.roblox.com) and its related platform (collectively, "Platform") and various other features and services, including websites, applications, forums, content, functionality, products, and services (together with the Platform, "Services") to allow users ("Users," "your," or "you") to play, create, and connect.

By accepting these User Terms, you also agree to be bound by the following:

- Roblox Creator Terms, which apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- Roblox [Privacy Policy](#), which explains information that we collect about you, how we protect that information, and how that information may be used.
- Roblox [Community Standards](#), which explains the conduct standards expected from Users, and outlines behavior prohibited on the Services.
- Experience Guidelines, which provide information regarding the age recommendations and content descriptors associated with Experiences.
- For U.S. Users, Roblox's Arbitration Agreement (Section 11), which outlines how disputes between you and Roblox will be resolved. Specifically, these Roblox Terms contain A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER. THIS MEANS THAT YOU GIVE UP THE RIGHT TO BRING AN ACTION IN COURT, INDIVIDUALLY OR AS PART OF A CLASS ACTION.

PLEASE READ THE ROBLOX TERMS CAREFULLY BEFORE BEGINNING TO USE THE SERVICES, AS THEY SET FORTH A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ROBLOX. BY USING THE SERVICES, YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION AND STATE OF RESIDENCE, AND UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY THE ROBLOX TERMS. IF YOU DO NOT AGREE TO THE ROBLOX TERMS, YOU MUST NOT USE THE SERVICES.

IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY (A "MINOR") IN YOUR JURISDICTION OR STATE OF RESIDENCE, BEFORE USING THE SERVICES, YOUR PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE ROBLOX TERMS. BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR'S PARENT OR GUARDIAN BECOMES SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR THE MINOR'S ACTIVITIES ON THE SERVICES.

The Roblox Terms are subject to change. To the extent required by applicable law, Roblox will provide User with reasonable advance notice of any material updates or modifications by any reasonable means of notification, provided that non-material changes, feature updates, or modifications made for legal reasons (as determined by Roblox) will be deemed to be effective immediately and without notice. Changes shall be in effect as of the "Last Updated" date listed atop this page. Your continued use of the Services after the Last Updated date constitutes your acceptance and agreement to such changes.

The Roblox Terms consist of the following:

- User Terms. The User Terms apply to any person who accesses the Services.
- Creator Terms. The Creator Terms apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- Roblox Community Standards. The Roblox [Community Standards](#) apply to all Users and outline the types of behavior that are acceptable and prohibited when using the Services.
- Roblox Privacy & Cookie Policy. The [Roblox Privacy & Cookie Policy](#) outlines information that Roblox collects during your use of the Services, how we protect that information, and how that information may be used.
- Supplemental Provisions.
  - People's Republic of China. These terms apply to a User's interaction with UGC created by Users and Developers located in China that use Luobu Studio and to a Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China.
  - Japan. These terms apply to Users located in Japan.
  - Europe. These terms apply to Users located in EU/EEA and the United Kingdom.

Plus certain other Additional Terms, which may be applicable depending on your use of the Services and may require separate consent. These include but are not limited to:

- Advertising Standards. The [Advertising Standards](#) apply to advertisers who place advertisements on Roblox and to Creators who allow third party advertisements in their Experiences.
- Advertising Terms. The [Advertising Terms](#) apply to advertisers who place advertisements on Roblox through the Roblox Ads Manager at <https://ads.roblox.com/>.
- Biometric Privacy Notice. The [Biometric Privacy Notice](#) applies to any User who uses additional features on Roblox that require the use of one's camera or the uploading of files that contain an individual's facial geometry (including age verification) and explains how Roblox collects, uses, shares, retains, and destroys your Biometric Data when you use the Services.
- Creator Analytics Terms of Use. The [Creator Analytics Terms](#) to any Creator who accesses Roblox's Creator Analytics feature.
- DevEx Terms. The [DevEx Terms](#) apply to any Creator who has applied and been accepted to the Developer Exchange Program ("DevEx Program").
- Facial Animation Privacy Notice. The [Facial Animation Privacy Notice](#) applies to any User who activates and enables tools on the Service, including Animation Capture-Face or Chat, that capture and animate facial movements and explains how Roblox collects, uses, shares, retains, and destroys the data collected when you use the Services.

- Roblox Name and Logo Guidelines. The [Roblox Name and Logo Guidelines](#) apply to any Creator or Brand Partner who advertises content created on Roblox on other platforms.

## User Terms

These User Terms, along with the additional Creator Terms, govern, among other things, what is called User Generated Content or "UGC." UGC is content of any kind or nature, whether material, assets, or otherwise, that Users create, upload, submit, publish, display, generate, transmit, or otherwise make available on the Services. ALL USERS ARE SUBJECT NOT ONLY TO THESE USER TERMS BUT ALSO TO THE ADDITIONAL CREATOR TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

### 1. Definitions.

Any capitalized words not defined herein are defined in the [Roblox Dictionary](#).

### 2. User Accounts; Access to Services.

- Creating an Account.** To access certain elements and functionality of the Services, you will need to create a Roblox account ("**Account**"). To create an Account, you will be asked to provide username, date of birth, and method of authenticating your Account, which may include a password and, depending on the resources accessed, you may also be asked to provide other information like a verified email address, verified phone number, or a government-issued photo identification. You agree that all information provided to Roblox will be true, accurate, and up to date. Roblox reserves the right to take steps to ensure that any information you provide to Roblox in connection with your Account is accurate.
- Securing an Account.** You are responsible for maintaining the confidentiality and security of any credentials used to access your Account (e.g., a username and password). You must not share or disclose such credentials to others (except for Guardians in the case of a Minor User).
- Account Responsibilities and Prohibitions.** You understand, acknowledge, and agree that you will be responsible for any actions taken in your Account and on the Services using your access credentials, whether or not such actions have been authorized by you. You may only access the Services through your own Account. Selling your Account or your access credentials to another User is strictly prohibited. Similarly, purchasing another User's Account or access credentials is strictly prohibited. However, transferring an Account in connection with the sale of the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services.
- Compromised Accounts.** If you have reason to believe your Account has been compromised, is not secure, or has been subject to unauthorized use, you must notify Roblox immediately by contacting [Roblox Support](#). If another User asks for your password or any personal information, you should report them immediately using the "[Report Abuse](#)" feature.
- Suspension or Termination of an Account.** If you violate these User Terms or any of the Roblox Terms, including the Roblox [Community Standards](#), Roblox reserves the right, in its sole discretion, to terminate or suspend (i) your Account and (ii) your right to use and access the Roblox Services, including by suspending or terminating any alternate account(s) you create or have created. Account suspension or termination may also involve the suspension or termination of access to any content you have acquired on the Services, including without

limitation Robux, Experience access, In-Experience Items, and Virtual Items. Roblox may also terminate your Account if Roblox determines, in its sole discretion, you are a repeat infringer, as contemplated by the Digital Millennium Copyright Act (“**DMCA**”). A Guardian of a Minor User may request that Roblox terminate their Account by contacting [Roblox Support](#).

- f. **Notification and Appeal.** If, pursuant to a violation of the Roblox Terms or in response to law enforcement or other legal request, Roblox (i) suspends or terminates your Account or access to the Services or (ii) removes Robux, UGC, or other content that you have on the Services, Roblox may notify you, and may provide you an opportunity to request a review of Roblox’s decision (“**Appeal**”). To begin the Appeal process, contact [Roblox Support](#). See [here](#) for more information on relevant Roblox policies and processes.
- g. **Access to Services.** Roblox reserves the right, in its sole discretion, to change or suspend the Services (or any portion thereof) at any time and for any reason, including to comply with laws, to protect Users, or to protect Roblox’s reputation, without notice to you unless required by law and without liability to Users.

### 3. Robux and Roblox Premium Membership.

- a. “**Robux**” is the official currency of the Roblox Services and can be used to acquire content such as Virtual Items (defined below) or access to interactive content called “**Experiences**” on the Services. **Robux are not a substitute for real currency, do not earn interest, and have no equivalent value in real currency.** Except as otherwise outlined in the [DevEx Terms](#), Robux cannot be redeemed for any fiat currency, and Roblox is not obligated to exchange a User’s Robux for anything else of value.
- b. **Limited License to Use Robux.** Robux have no equivalent value in real currency. Except as specifically set forth in Section 4 of the Creator Terms, your acquisition or purchase of Robux only entitles you to receive a limited, non-transferable, revocable license to use Robux (i) in connection with the Services, (ii) for your personal entertainment only, and (iii) in the ways permitted by Roblox under the applicable Roblox Terms. Your limited license to use Robux may end if (i) you violate the Roblox Terms, (ii) your Account is suspended or terminated, or (iii) these User Terms or the Services are terminated.
- c. **Acquisition and Use of Robux.** Robux may be acquired on the Services in one of several ways. A User may acquire Robux (i) by purchasing or otherwise receiving Robux from Roblox; (ii) by purchasing a membership (“**Premium**” as more fully described in Section 3f below) that includes a certain stipend of Robux each month; (iii) by trading Virtual Items with other Users (as described in Section 4c below); or (iv) by other means that Roblox may introduce. Additionally, a Creator may earn Robux as described more fully in Section 4 of the Creator Terms.

You may not use, acquire, or distribute Robux or Virtual Content except through the Services and except as expressly allowed by Roblox under these Roblox Terms. Any attempt to do so constitutes a violation of the Roblox Terms, will render the transaction void, and may result in the immediate suspension or termination of your Account and your license to use Robux or Virtual Content. Roblox does not recognize or take responsibility for third-party services that allow Users to sell, transfer, purchase, or otherwise use Robux or Virtual Content, and any such use by a User is a violation of the Roblox Terms. However, transferring an Account in connection with the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services. **Only Users who have reached the age of majority in their jurisdiction or state of residence may purchase**

### **Robux or engage in other real-money transactions on the Services.**

- d. **Robux Are Non-Refundable.** Except as required by law, all payments for Robux are **final and not refundable**.
- e. **Robux Are Subject to Change.** Roblox, in its sole discretion, may implement changes to Robux at any time. This may include limiting the number of Robux a User may acquire or lowering the purchase price of Robux.

Except for the limited licenses granted to you under the Roblox Terms, Roblox has and retains all rights in and to Robux. This includes the right to modify, revoke, or terminate your license to use Robux without notice, payment, or liability to you. Roblox makes no guarantees or warranties regarding Robux or their availability or value.

- f. **Premium.** [Roblox Premium](#) is a renewing subscription that provides Users with certain additional benefits on the Services (such as the ability to engage in a Trade or Resale, as those terms are defined in Section 4 below). When you purchase a subscription to Roblox Premium, you agree that your subscription service will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the subscription. Roblox will notify you of any price increase or change to the subscription terms (such notification may be via any reasonable means). You may cancel Roblox Premium at any time by following the instructions available [here](#). If you cancel Roblox Premium, you can still enjoy the benefits for the period of time for which you have already paid. Roblox Premium subscriptions are non-refundable and non-transferable.

## **4. Virtual Content, UGC Subscriptions, and the Roblox Economy.**

- a. **Acquiring Virtual Content.** You may acquire "**Virtual Items**" (including without limitation clothing or digital items for your avatar), "**In-Experience Items**" (including without limitation game passes and special abilities) and other content (including without limitation Experience and private server access) offered by Roblox and/or Creators (collectively "**Virtual Content**") solely on the Services. The acquisition of Virtual Content on the Services is solely for your personal entertainment, and, except as otherwise stated in any Additional Terms, as applicable, it does not create any legally enforceable contract between (i) you and Roblox or (ii) you and any Creator. Virtual Content has no real world equivalent value and you do not acquire any enforceable property rights in and to any Virtual Content based on any transaction on the Services.

When you spend Robux to acquire Virtual Content through Marketplace or In-Experience, the Robux are collected through the Services and immediately deducted from your Account balance. All such transfers are final and, unless otherwise permitted by Roblox through its policies or practices, non-refundable and non-reversible.

- b. UGC Subscriptions are automatically renewing subscriptions offered by a Creator to provide Users with certain additional benefits. UGC Subscriptions may be purchased using fiat currency (real world money) only. When you purchase a UGC Subscription, you agree that your subscription will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the UGC Subscription. You may cancel your UGC Subscription at any time in the Subscriptions settings page. If you cancel your UGC Subscription, you can still enjoy the benefits for the period of time for which you have already paid. All purchases of UGC Subscriptions are final and, unless otherwise permitted by Roblox through its policies or practices, non-refundable and non-transferable.

**c. Selling Virtual Content and UGC Subscriptions.**

- i. **For Users.** Roblox allows Users with a Roblox Premium subscription to resell certain Roblox-created Virtual Content on the Services (“Resale”). A User may engage in a Resale of such Virtual Content within Marketplace only. All Resales are final and cannot be reversed. (See [here](#) for a more detailed explanation of how to resell Virtual Content.)
- ii. **For Creators.** A Creator may design and sell Virtual Content and UGC Subscriptions pursuant to the terms as outlined in Section 4 of the Creator Terms and the UGC Subscription Terms of Use.

**d. Trading Virtual Content.** Roblox allows Users with a Roblox Premium subscription to trade certain Virtual Content on the Services (“Trade”). This Virtual Content can be Traded for other Virtual Content or for a combination of Robux and Virtual Content. When Users engage in a Trade on the Services that includes the exchange of Robux, Roblox is entitled to a fee. However, if no Robux are exchanged as part of the Trade, Roblox will not receive any fee in connection with the transaction. (See [here](#) for a more detailed explanation of Roblox’s Trading System and the associated fees.)

**e. Removal of Virtual Content.** Roblox has the right, in its sole discretion, to suspend the availability of, or remove from the Services and your Account, any content (including without limitation Experiences, Virtual Content, UGC Subscriptions, and UGC) without advance notice. Roblox shall not be liable to any User for any losses you may experience because of such suspension or removal, and Roblox is not required to refund any Robux or other funds that a User has spent on any removed or suspended content, except where legally required.

**5. Payments and Refunds.**

- a. **General.** Only Users who have reached the age of majority in their jurisdiction or state of residence may engage in financial transactions on the Services, such as purchasing Robux or Roblox Premium, or UGC Subscriptions.
- b. **User Responsibilities.** When purchasing Robux, Roblox Premium, or a UGC Subscription, you (or your Guardian, as applicable) represent and warrant that you have the right to use your selected payment method and that your payment method has enough credit available to complete the applicable transaction. You further agree that you have read and agree to be bound by any applicable Additional Terms and that any information you provide in connection with any financial transaction on the Services, including without limitation the provision of a selected payment method, shall be subject to the privacy policy as outlined by the applicable payment service provider for that financial transaction.
  - i. If you believe someone has gained access to or used your Account, including your payment method, without permission, you must notify Roblox as soon as possible by contacting [Roblox Support](#). Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account’s ability to purchase Robux, engage in Trades, and/or purchase Virtual Content and UGC Subscriptions. (See Chargeback Policy below.)
- c. **Chargeback Policy.** If you notice charges on your credit/debit card, PayPal, or Google Play account that you did not authorize, please contact Roblox Support before disputing any charges directly with your payment processor. Once a charge has been disputed with your payment processor, Roblox cannot issue a refund due to prohibitions under the payment provider’s dispute process. Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account’s ability to purchase Robux, engage in Trades, and/or purchase



## 6. Intellectual Property and UGC.

- a. **Roblox IP.** The interfaces, graphics (including without limitation Roblox Classic Avatars and Modified Classic Avatars, as defined in Section 2 of the Creator Terms), trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services, including the rights therein and any derivatives thereof, ("**Roblox Intellectual Property**" or "**Roblox IP**") are protected by law and the Roblox Terms. All Roblox IP is the property of Roblox and Roblox's licensors. Roblox IP includes UGC licensed to Roblox by Creators under the Creator Terms. Except as allowed in the Roblox Terms and any applicable Additional Terms, you may not use any Roblox IP contained in the Services unless you obtain separate permission in each instance from the owner. Roblox reserves all rights in/to the Roblox IP not granted in these Roblox Terms or elsewhere in Additional Terms.
- b. **UGC.** The Services contain various forums, functionality, software, and other interactive features that allow you to create, upload, submit, publish, display, generate, transmit, or otherwise make available ("Publish") UGC on the Services. For more information on these features, please also read Section 2 of the Creator Terms.

Any UGC Published on the Services must comply with the Roblox Terms, including the Roblox [Community Standards](#), and must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Except as otherwise described in Roblox's [Privacy Policy](#) or any applicable Additional Terms, (i) you agree any UGC that you Publish will be considered non-confidential and non-proprietary, and (ii) you grant Roblox a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to host, use, copy, reproduce, modify, adapt, publish, translate, run, create derivative works of, distribute, and publicly perform or display such UGC throughout the world in any media for any business purpose in connection with operating, providing, improving, or publicizing the Services; however, Roblox will only share personal information that you provide in accordance with Roblox's Privacy Policy.

You represent and warrant that, at the time of Publishing UGC, (i) you own or otherwise control all the rights in/to the UGC; (ii) the UGC is accurate and not fraudulent or deceptive; and (iii) the UGC does not violate these Terms, any applicable laws, or the rights of any third party, including intellectual property, privacy, and publicity, and will not cause injury to any person or entity. You understand that in certain situations your UGC may be copied by other Users of the Services and discussed on and outside of the Services. If you do not have the right to submit UGC for such use, Publishing such may subject you to liability. Roblox takes no responsibility and assumes no liability for any UGC Published by you or any third party. Roblox has the right but not the obligation to monitor, modify, or remove any UGC on its Services, and it may exercise these rights at any time, without notice or liability to you or any third party.

- c. **In-Experience UGC.** Some Experiences allow for Users of that Experience to Publish UGC within the Experience. Such Users who separately Publish UGC within an Experience hereby grant both Roblox and the Creator of the applicable Experience a worldwide, perpetual, royalty free, and irrevocable right and non-exclusive license to use

and exploit the UGC in any manner or media without any obligation, including any obligation to pay royalties or other compensation to any person or party. If such Users create a Modified Classic Avatar (as defined in Section 2 of the Creator Terms), the User hereby assigns all right, title, and interest in that Modified Classic Avatar to Roblox; Roblox in turn grants a non-exclusive license to both User and Creator to use and exploit that Modified Classic Avatar on the Services without any obligation (except those otherwise specified in these Roblox Terms), including any obligation to pay royalties or other compensation to any person.

d. **Copyright Infringement / Digital Millennium Copyright Act (DMCA).**

i. **Notice.** We respect the intellectual property rights of others, and we ask you to do the same. If you are a copyright owner or an agent of a copyright owner and believe that any content on the Services infringes upon your copyrights, you may submit a notice pursuant to the DMCA by contacting our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. You may also contact us by phone at (888) 858-2569. If a copyright owner is under the age of 13, a DMCA notice must be submitted by a parent, guardian, or other adult representative. Your notice must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. See 17 U.S.C. § 512(c)(3) for further details. We may send a copy of your DMCA notice, including any contact information you provide, to the individual responsible for the reported content.

ii. **Counter-Notice.** If your content was removed or disabled as a result of a DMCA notice, and you believe that your content is not infringing or that you have the proper authorization from the copyright owner, the copyright owner's agent, or pursuant to the law to Publish and use the material in your content, you may send a counter-notice to our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. Any counter-notice submitted on behalf of a User under the age of 13 must be submitted by a parent, guardian, or other adult representative. When our Copyright Agent receives a counter-notice, we may send a copy of the counter-notice, including any contact information you provide, to the original complaining party informing that party that we may, in 10 business days, replace the removed content or stop disabling it. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced or access to it restored, in our sole discretion.

within 10 to 14 business days or more after our receipt of the counter-notice.

e. **Trademark Infringement.** If you are a trademark owner, or an agent of a trademark owner, and believe that any content on the Services infringes upon your registered trademark(s), please submit a trademark infringement notice to our Trademark Agent at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. When you contact us, please provide the following information in your notice:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark;
- A description of the trademark right that you claim has been infringed;
- A description of the content that you claim is infringing and where it is located, including the country in which the trademark is registered and the registration number, if applicable;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of such content is not authorized by the trademark owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the trademark owner's behalf.

Note that Roblox is not in a position to mediate disputes between Users and the holders of trademark rights. However, we take intellectual property rights seriously, and, upon receipt of a valid trademark infringement notice, we will investigate and may remove content that engages in trademark infringement. Note that for the purpose of a trademark infringement report you must be the owner of a registered trademark or their agent, pending trademark applications are not sufficient.

f. **Repeat Infringer Policy.** Roblox's intellectual property policy is to: (i) remove or disable access to content that Roblox knows to be infringing on the intellectual property rights of third parties or that has been identified in a valid DMCA notice submitted by a valid copyright owner or their agent; and, (ii) in appropriate circumstances, to suspend the Accounts of and block access to the Services by any User who repeatedly or egregiously infringes the copyrights or other intellectual property rights of third-parties.

g. **Feedback.** Any feedback, comments, or suggestions you may provide regarding or relating to the Services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

## 7. Online Safety.

Roblox cares about the safety of its Users. If you see any content or materials on the Services that appears to recruit, entice, advertise, or solicit any person to perform a sexual, violent, or illegal act, please contact [Roblox Support](#) and select the "User Safety Concern" help category to immediately report the User and situation.

a. **Community Standards.** To keep its Users safe, Roblox has created certain Community Standards to outline how Users should behave on the Services and what conduct is and isn't allowed on the Services. These Community Standards, which are incorporated into these Terms, may be found [here](#). Any violation of the Community Standards is considered a violation of the Roblox Terms and may result in Account suspension or termination.

b. **Parental Controls.** The Roblox Community is made up of Users of all ages. We work hard to create a safe and fun environment for all. To help foster this community, we provide Users and their parents/guardians with numerous

safety features and controls. More information about these features may be found [here](#).

## 8. License to and Restriction of Services.

- a. **License to the Services.** Subject to your compliance with these User Terms or any Roblox Terms, Roblox grants you a non-exclusive, limited, revocable, non-transferable license to use the Services on devices that you own or control for your personal, entertainment use, including and solely in connection with the Services, the right to download and use software that Roblox makes available for download as part of the Services, in object code form only.
- b. **Restrictions of Use.** In addition to any other restrictions set forth in the Roblox Terms or any Additional Terms, Users may not (a) lease, lend, sell, redistribute, or sublicense any part of the Services; (b) copy, modify, distribute, publicly perform or display, reverse engineer, disassemble, modify, or create derivative works of the Services or related or implemented technology; (c) circumvent any technological measure designed to protect the Services or any technology associated with the Services; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services' source code, in whole or in part (unless a portion of code contained within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification); (e) use the Services to create malicious or abusive content (as determined by Roblox in its sole discretion) or any content that violates these Roblox Terms, Additional Terms, guidelines, or policies; or (f) use the Services (or any part thereof or any technology contained therein) in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws.

## 9. Third-Party Services.

- a. **Third-Party Services.** Third-Party Services. Some parts of the Services may include or make available content, tools, or other materials, including but not limited to Experiences, from third parties (people or companies other than Roblox) ("**Third-Party Services**"). Depending on a User's age, this could include links to other websites, features that let a User link their User Accounts to other accounts (like Facebook), or third-party buttons (e.g., "like" or "share"). As described in this Section 9, Roblox neither controls nor takes responsibility for any Third-Party Services, including without limitation how a third party may collect, use, or store User information. You understand that your use of the Services and, by extension, Third-Party Services, may subject you to fees, terms, and/or policies, such as a privacy policy, that are not controlled by Roblox. By your use of the Services and integrated Third-Party Services, you agree to pay any fees and to follow any terms, conditions, and policies presented by those Third-Party Services.
- b. **Disclaimer.** You understand that by using the Services, you may come across Third-Party Services that (i) may be considered offensive, or objectionable; (ii) may or may not be identified as having explicit language; (iii) may contain links or references to objectionable material; (iv) may contain infringing content; (v) may not function properly or as intended; may contain viruses, malware, or other harmful code; and/or (vi) may not be available in all countries or languages. You agree to use the Services at your own risk. User acknowledges and agrees that Roblox is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness,

validity, copyright, compliance, legality, decency, quality or any other aspect of such Third-Party Services. Roblox does not warrant or endorse any Third-Party Services. You further agree that Roblox will not have any responsibility or liability to you in connection with such Third-Party Services, including any losses you may sustain as a result of using such Third-Party Services.

**c. Notices.**

- i. **Apple.** If a User is using the Roblox mobile application ("**App**") on an iOS device, User also acknowledges and agrees to the terms of this Section. The Roblox Terms are between User and Roblox only, not with Apple, and Apple is not responsible for the Services and the content of the Services. Apple has no obligation whatsoever to provide any maintenance and support service with respect to the Services. If the Services fail to meet the applicable warranty, User may notify Apple, and Apple will refund any applicable purchase price for the App to User. Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by User or any third party relating to the Services or User's use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to meet any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Services or User's use of the App infringe that third party's intellectual property rights. User agrees to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of the Roblox Terms, and when User accepts the Roblox Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Roblox Terms against User as a third-party beneficiary. User hereby represents and warrants that (a) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) User is not listed on any U.S. Government list of prohibited or restricted parties.
- ii. **Autodesk.** Roblox Studio contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2016 Autodesk, Inc. All rights reserved. This code is provided "as is" and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. In no event will Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including obtaining substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.
- iii. **PlayStation.** This Section applies to Users accessing the Services on a Sony PlayStation® device. Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America. Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game. The Roblox Terms are between User and Roblox only, and not with any of Sony Computer Entertainment, Inc., Sony Computer Entertainment

America LLC, and Sony Computer Entertainment Europe Ltd. (collectively, "SCE"). Roblox, and not SCE, is responsible for the Services. User is granted a limited license to use the Services only on a "System" (which includes PlayStation, PlayStation 2, PlayStation 3, PlayStation 4, PlayStation Portable (PSP), PlayStation Vita (PS Vita), and PlayStation Vita TV (PS Vita TV), including all iterations and server emulations of each) that User owns or controls or such other system to which the Services are delivered by the proprietary online network operated by SCE or its affiliates, accessible via the Systems and other devices. Each SCE Company is a third party beneficiary of the Roblox Terms.

#### **10. Dispute Resolution (Between Users and Creators or Between Creators).**

If a User has an issue with any Creator UGC (including Experiences or other Virtual Content), Users should first contact the Creator of the UGC directly to resolve the issue.

- a. **Escalation to Roblox.** While Roblox is not responsible for the resolution of issues between Users and Creators or between Creators, Roblox wants to make sure that everyone enjoys the Services. Accordingly, Roblox has the right (but not the obligation) to intervene in issues between Users and Creators or between Creators to try to help resolve them. Before escalating any such issues to Roblox, Users should first make a real, genuine effort to work out a resolution with the Creator. If such attempt is unsuccessful, User may escalate the issue to Roblox's Customer Service team by completing the [Roblox Support Form](#). If Roblox chooses to intervene or take action in any dispute between a User and Creator or between Creators, User and Creator agree that Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final, and Creator and User will accept that decision. Users and Creators agree to work with Roblox in a timely manner to resolve all such issues, and failure to do so shall be a violation of the Roblox Terms.

#### **11. Dispute Resolution (Between User and Roblox); Arbitration Agreement; Class Action Waiver.**

Except as otherwise permitted in the Roblox Terms, you agree that any dispute, claim, or controversy you may have with Roblox arising under or relating in any way to the Roblox Terms or the Services ("**Dispute**") will be governed and resolved through the Mandatory Informal Dispute Resolution ("**MIDR**") process (as outlined below).

**FOR U.S. RESIDENTS ONLY:** If the MIDR process has been completed but the Dispute remains unresolved, you agree that such Dispute will be determined through binding arbitration (as outlined below) and not through litigation. This agreement applies regardless of the legal theories involved in the Dispute and regardless of whether the Dispute is with Roblox, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the Services, or their officers, directors, employees, agents, or successors. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO FILE A LAWSUIT IN COURT BEFORE A JUDGE OR JURY, INCLUDING IN A CLASS ACTION, FOR ANY DISPUTES SUBJECT TO THE ARBITRATION PROVISION BELOW.**

- a. **Mandatory Informal Dispute Resolution.** We hope there's never a Dispute between us, but if there is, we both recognize and agree that good faith, informal efforts to resolve Disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, we each agree that—before either of us may commence an arbitration or assert any claim in court, except as set forth in Section 11.a.vi, below—we will engage in the following MIDR process:
  - i. Notice. To initiate the MIDR process, the party with a Dispute must first give written notice to the other party.

- **To notify Roblox**, you must send written notice to **Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403** by certified U.S. Mail or by Federal Express (or international equivalent), providing: (a) the User's full name, Roblox username, and any email or billing address associated with the User's Roblox Account; (b) the name and contact information of the User's counsel, if User is represented by counsel; (c) a brief description of the User's Dispute and the resolution requested; and (d) the ticket or case number provided by Roblox Support to track previous attempts to resolve the Dispute, if there is one.
- **To notify a User**, Roblox will send a written notice to the email address or billing address that the you provided to Roblox (or, if none is provided, through the messaging system on the Roblox Service); that notice will include (a) the name and contact information of Roblox's counsel; and (b) a brief description of Roblox's Dispute and the resolution requested.

ii. **Process.** Both parties will then engage in the MIDR process. The MIDR process requires conferring in writing—or, if requested by either party, via teleconference or videoconference—in a good faith effort to informally resolve the Dispute. If either party is represented by counsel, that counsel may participate.

iii. **Confidentiality.** All offers, promises, conduct, and statements made in the course of the MIDR process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the MIDR process.

iv. **Timing.** The MIDR process shall occur within sixty (60) days of receipt of the written notice described in subsection i above, unless an extension is mutually agreed upon by the parties. However, if a party is seeking injunctive relief on an emergency basis (for example, a preliminary injunction or temporary restraining order), the MIDR process with respect to that relief shall occur within three (3) business days of receipt of the written notice described in subsection i above, unless an extension is mutually agreed upon by the parties. Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this section.

v. **MIDR Is a Mandatory Prerequisite to Arbitration or Litigation.** If, after participating in the MIDR process, we have been unable to resolve the Dispute, either party may commence an arbitration (or litigation, if the claim falls within an exception to the Arbitration Agreement (as defined below)). However, if we have not engaged in the MIDR process as set forth in this section, the Dispute may not be submitted to arbitration, nor may a claim be filed in court, until the MIDR process occurs. User and Roblox understand and agree that any Dispute that has not first been subject to MIDR:

- Shall not be accepted by the arbitration provider, and shall be deemed frivolous under Federal Rule of Civil Procedure 11(b); further, the arbitrator may allocate any arbitration fees and/or costs to any party that files a frivolous claim in violation of this Section 11a; and
- Shall be subject to dismissal if asserted in court.

vi. **Exceptions.** If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, the User and Roblox are not required to participate in the MIDR process set forth in this section.

**b. Arbitration Agreement. THE FOLLOWING APPLIES TO U.S. USERS ONLY.** If there is a Dispute between us, and

we're unable to resolve it through the MIDR process described in subsection a. above, this subsection explains in detail the process for resolving that Dispute. **Please read this section carefully; it's important.**

i. **ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. EXCEPT AS OTHERWISE PROVIDED IN THE ROBLOX TERMS, USER AND ROBLOX AGREE THAT ANY DISPUTE THAT CANNOT BE RESOLVED THROUGH MIDR, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH HEREIN, RATHER THAN IN COURT. USER AND ROBLOX THEREBY AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT USER AND ROBLOX MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR CLASS ARBITRATION.**

This arbitration agreement and class action waiver ("**Arbitration Agreement**") applies to all Users who are United States residents and, except as provided below, to all Disputes—regardless of (a) the legal theories involved in the Dispute, (b) when the Dispute arose, and (c) whether the Dispute is with Roblox, with Roblox's subsidiaries, affiliates, or parent company, or with any suppliers or service providers involved with the Services (including any officers, directors, employees, agents, or successors).

ii. **Federal Arbitration Act; Interpretation; and Enforcement.** This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("**FAA**"), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this Arbitration Agreement and all of its provisions, including, without limitation, the class action waiver. State arbitration laws do not govern in any respect. Further, User and Roblox each agree that the Roblox Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

iii. **Arbitration Generally; Relief Available.** There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief and statutory damages) and must follow the Roblox Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

iv. **Arbitration Proceedings and Rules.** Arbitrations will be administered by FedArb in accordance with FedArb's Expedited Arbitration Rules and (if applicable) Framework for Mass Arbitration Proceedings ADR-MDL, except as modified by the Roblox Terms. In particular, the Framework for Mass Arbitration Proceedings ADR-MDL shall apply if five or more demands for arbitration are filed that share common factual or legal issues, and if counsel for the parties submitting those demands are the same or coordinated. Users can find more information at [www.fedarb.com](http://www.fedarb.com) or by calling 1-650-328-9500.

Unless required by law, or unless the parties mutually agree otherwise in writing, any arbitration hearing—including oral arguments—will be conducted through video conferencing. If the arbitration hearing is conducted in person, it will take place in San Mateo County, California, if that is a convenient location for the User, or the county or parish where the User resides.

At the conclusion of the arbitration, the arbitrator will issue a written decision explaining the findings and conclusions upon which the arbitrator's decision is based.



Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing, the decision, and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

v. Commencing an Arbitration. A party who has complied with the MIDR process described above and who wishes to start arbitration must submit a demand for arbitration and a copy of the User Terms to FedArb at [https://fedarb.my.salesforce-sites.com/Roblox\\_DemandForm](https://fedarb.my.salesforce-sites.com/Roblox_DemandForm).

vi. Fees and Costs. If you commence an arbitration in accordance with the Roblox Terms and Arbitration Agreement, you will be required to pay the first \$50 of FedArb's filing fee. Except as otherwise set forth in Section 11(a)(v) and this subsection, you will not be responsible for paying any other fees for the arbitration other than the filing fee; all other fees or expenses charged by FedArb will be paid by Roblox. Further, if FedArb determines that you are unable to pay any part of the filing fee, Roblox will pay that part too.

Users are otherwise responsible for their own costs and attorneys' fees; Roblox will not pay such costs or attorneys' fees unless ordered to do so by the arbitrator.

If the arbitrator finds that either the substance of the claim or the relief sought is frivolous or brought for an improper purpose, the parties agree that the arbitrator may order the losing party to reimburse the prevailing party for all arbitration fees—as well as reasonable attorneys' fees and costs. Further, in cases where a statute authorizes the award of attorneys' fees or costs to the prevailing party, the arbitrator may award attorneys' fees or costs pursuant to that statute.

The parties agree that FedArb has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due—provided that such modifications do not increase the fees to either party.

vii. Delegation; Interpretation. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the Roblox Terms, including, but not limited to, any claim that all or any part of the Roblox Terms is void or voidable; however, in the event of a Dispute about which particular version of the Roblox Terms you agreed to, a court will decide that specific question prior to the commencement of the arbitration. This Arbitration Agreement is intended to be broadly interpreted and will survive termination of the Roblox Terms.

viii. Severability. If any provision of this Arbitration Agreement is found unenforceable, that provision will be severed, and the balance of the Arbitration Agreement will remain in full force and effect. If a court decides that applicable law precludes enforcement of this Arbitration Agreement as to any particular claim, then that claim must be severed from the arbitration, while the remaining claims will still be resolved through binding arbitration.

ix. Opting Out. You may opt-out of the Arbitration Agreement entirely and litigate any Dispute with us by sending written notice to Roblox within 30 days of signing up for the Services for the first time. Thereafter, you may

only opt-out of material changes to the Arbitration Agreement by sending written notice within 30 days after Roblox provides notice of those changes (unless a longer period is required by applicable law). In either case, to opt-out, a User must send a written notice entitled "Arbitration Opt-Out Notice" to Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403 by certified U.S. Mail or by Federal Express (or international equivalent). To be valid, the opt-out notice must be sent to Roblox from the User who wants to opt-out (or that User's guardian) and include (a) the User's full name, Roblox username, and email address, (b) a clear statement that the User wants to opt-out of the Arbitration Agreement, or wants to opt-out of a material change to the Arbitration Agreement, as applicable, and (c) the User's signature (or the signature of the User's guardian, if the User is a Minor). If opting-out of a material change, the notice must also identify the particular material change to which the User wants to opt-out. An opt-out notice applies only to the Arbitration Agreement; all other parts of the Roblox Terms will still apply to the User and Roblox. Further, an opt-out notice does not revoke or otherwise affect any previous agreement to the Arbitration Agreement. By opting out of a material change to the Arbitration Agreement, you agree to arbitrate any Dispute in accordance with the language of the last version of the Arbitration Agreement that you accepted.

x. Exceptions. The Arbitration Agreement shall be subject to the following exceptions:

- Users and Roblox retain the right to participate in class-wide settlement of claims.
- The Arbitration Agreement does not apply to Users who are not residents of the United States, or to Users who (pursuant to subsection ix above) properly opt-out of the entire Arbitration Agreement within 30 days of signing up for the Services for the first time.
- If a Dispute is within the jurisdiction of small claims court, either the User or Roblox may (after engaging in the MIDR process) choose to take the Dispute to small claims court in the User's county of residence, or in the Superior Court of California, County of San Mateo.
- If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, either the User or Roblox may assert the claim in federal or state court, as set forth in Section 15.

c. **Timing for Raising Disputes.** USER AND ROBLOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IT IS PERMANENTLY BARRED.

## **12. Governing Law, Jurisdiction, and Venue.**

- a. Except as otherwise provided herein, the Roblox Terms are governed by the laws of the State of California without regard to conflict of law principles.
- b. Except for small claims court actions, any Dispute that is not subject to the Arbitration Agreement as outlined in Section 11 above (including if the Arbitration Agreement is for any reason held to be unenforceable) may only be litigated in the federal or state courts of San Mateo County, California, and User and Roblox consent to jurisdiction in those courts for such purposes, except as otherwise provided by the European Union's General Data Protection Regulation.

### 13. Disclaimers; No Warranties.

- a. **UGC Disclaimer.** Except as may be required by applicable law, Roblox is not liable for, nor is Roblox obligated to screen, approve, edit, or control any UGC that Users, Creators, or others Publish or otherwise make available on the Services. Roblox may, however, at any time, without notice, and without any obligation to User, remove, edit, block or suspend the availability of any UGC that Roblox thinks violates the Roblox Terms or is otherwise objectionable. User understands that when using the Services, User will see UGC from a variety of sources and understands that UGC could be inaccurate, offensive, or objectionable. User agrees to waive, and does waive, any legal or equitable right or remedy that User has or may have against Roblox regarding UGC. If notified by a User or content owner that UGC allegedly violates the Roblox Terms, Roblox may investigate and decide whether to remove the UGC (which Roblox can do at any time, without notice).
- b. **Experience Guidelines.** The Services display to Users an age guideline and certain other descriptors about Experiences. A description of those age guidelines can be found [here](#). The age guidelines or descriptors for an Experience may be modified from time to time, such as based on additional information reported to Roblox or changes made to the Experience by a Creator. User is solely responsible for reviewing the age guidelines and descriptors for an Experience to determine whether any such changes have been made. Roblox does not warrant the accuracy of the guidelines or descriptors. User acknowledges and agrees that Roblox is not responsible for the accuracy, completeness, validity, or quality of any age guidelines or descriptors.
- c. **As Is.** THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROBLOX AND ROBLOX'S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE "**AFFILIATED PARTIES**") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE AFFILIATED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- d. **No Responsibility.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ROBLOX OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE AFFILIATED PARTIES OR ROBLOX THAT IS NOT EXPRESSLY STATED IN THE ROBLOX TERMS. USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER'S USE OF OR ACCESS TO THE SERVICES, USER'S DEALING WITH ANY OTHER USERS ON THE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **14. Limitations of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROBLOX AND THE AFFILIATED PARTIES BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO USER'S ACCESS TO OR USE OF, OR USER'S INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER AGREES THAT THE AGGREGATE LIABILITY OF ROBLOX AND THE AFFILIATED PARTIES TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE ROBLOX TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000 USD (EXCEPT AS NOTED IN SECTION 11 ABOVE OR AS OTHERWISE SET FORTH IN THE CREATOR TERMS).

#### **15. Indemnification.**

You agree that you will be responsible for your use of the Services, and you further agree to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of the Services; (b) your violation of any part of the Roblox Terms, any representation, warranty, or agreement referenced in the Roblox Terms, or any applicable law or regulation; (c) your actual or alleged violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between you and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with Roblox's defense of that claim.

#### **16. Notice to California Residents.**

- a. **Complaints.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints regarding the Services or to get more information regarding your use of the Services.
- b. **Minors.** If you are a California resident under the age of 18, you may request that Roblox remove certain personal content that you have publicly posted to the Services, and Roblox will comply with such request to the extent permitted and/or required by law. Such content may include personal information but does not include (a) anonymized information or (b) UGC that you have uploaded to the Services (as you have received consideration for providing it). To make such a request, please contact [Roblox Support](#). The request must include your username and a specific description of the content that you want removed so that Roblox can find it. Roblox will not accept requests via postal mail, phone, or fax and may not be able to respond if you provide incomplete information. A request does not guarantee that the information you posted will be completely removed, and there may be

circumstances in which the law does not require or allow removal, even if you make such a request.

## 17. Miscellaneous Terms.

- a. **General.** These User Terms, together with all Roblox Terms, make up the entire agreement between you and Roblox regarding the Services and your use thereof. You may not assign these Roblox Terms or any of your rights hereunder by operation of law or otherwise without Roblox's prior written consent. Roblox may assign the Roblox Terms at any time to anyone without notice or consent. This agreement is binding on and inures to the benefit of Roblox's and your respective successors and assigns. If any part of these Roblox Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from the Roblox Terms), and the remaining parts will remain in full force and effect. Nothing in the Roblox Terms will be deemed to confer any rights or benefits on a third party (other than Apple as noted in Section 9.c).
- b. **Termination; Survival.** In the event of termination of these User Terms or any Additional Terms, as applicable, the rights and duties of Roblox and User to each other will terminate except that any part of the Roblox Terms or Additional Terms, which by their nature should survive termination, will survive, including Sections 6, 8, 9, 10, 11, 13, 14 and 15.
- c. **Waiver.** No waiver of any part of the Roblox Terms by either User or Roblox shall be deemed a continuing or further waiver of any such part or any other part of the Roblox Terms, and Roblox's or User's failure to assert any rights or part of the Roblox Terms shall not be deemed or otherwise constitute a waiver of such right or part.
- d. **Interpretation.** The section headers in these Roblox Terms are for convenience and will not impact the interpretation of these Roblox Terms. In all cases where Roblox is allowed to make a decision under these Roblox Terms, that decision is completely up to Roblox, in its sole discretion. The Roblox Terms are subject to applicable law, meaning that they apply except to the extent otherwise prohibited or required by applicable law. Unless the context dictates otherwise, whenever the word "including," or similar is found in the Roblox Terms, it means "including, without limitation" and whenever the word "or," is found in the Roblox Terms, it means "and/or."
- e. **Compliance with Laws.** When using the Services, you agree to comply with all applicable laws. User will not directly or indirectly export, re-export, or transfer the Services to prohibited countries or individuals (or allow either to use the Services). User hereby represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.
- f. **Consent to Online Communications.** By using the Services, you agree to receive certain electronic communications from Roblox as described in the [Privacy Policy](#), (which are incorporated by reference into these User Terms, and by your use of the Services, you acknowledge that you have read). You further agree that any notices, agreements, disclosures, or other messages that Roblox sends to you by electronic means shall satisfy any legal requirements that such communications be in writing. To the extent permitted by applicable law, you agree that any time you electronically transact, agree, or consent via the Services, it is intended to be an electronic signature which binds you as if you had signed on paper.
- g. **Investigations; Cooperation with Law Enforcement.** Roblox reserves the right to investigate and prosecute any

suspected or actual violations of these Terms. Roblox may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.

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

## 18. Contact Information.

The Services are offered by Roblox Corporation located at 970 Park Place, Suite 100, San Mateo, CA 94403. You can contact Roblox by sending any messages to that address, completing the [Roblox Support Form](#), or by calling Roblox at (888) 858-2569. If you are a California resident, you may have the Roblox Terms e-mailed to you by sending a request, including your email address, to the address above.

## Creator Terms

Creators are the heart of the Roblox community, and we created the following terms ("**Creator Terms**") to set forth the rules and guidelines for creating and Publishing UGC on the Services as well as the use of UGC or other Roblox IP or content on the Services. These Creator Terms apply to all Users of Roblox.

In addition to these Creator Terms, Creators must also abide by the User Terms, both in their capacity as a Creator and as a User of the Services, and any Additional Terms (such as Roblox's [Advertising Standards](#), [Biometric Policy](#), and [DevEx Terms](#)), as may be applicable.

Please note that Supplemental Provisions apply to: (i) a User's interactions with UGC Published on the Services by creators that use Luobu Studio and to a Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China (See Appendix A); (ii) Users in Japan (See Appendix B); and (iii) Users in the EU/EEA and the United Kingdom (collectively referred to as "Europe") (See Appendix C).

### 1. Definitions.

Any capitalized words not defined herein take the meaning given to them in the User Terms or the [Roblox Dictionary](#).

### 2. Intellectual Property.

#### a. Roblox Services; Ownership; License.

- i. Roblox IP. Terms outlining the ownership of Roblox IP are set forth in Section 6a. of the User Terms.
- ii. Roblox Studio. Roblox provides Creators with a free software tool ("**Studio**") that allows them to create, develop, modify, operate, and Publish Experiences and 3D Virtual Content (collectively encompassed by "UGC," as that term is originally defined in the User Terms) on the Services. Roblox owns and/or controls all rights in/to Studio and all elements contained therein. Subject to Creator's compliance with these Creator Terms, Roblox grants Creator a non-exclusive, limited, revocable, non-sublicensable, and non-transferable license to use Studio solely for the purpose of creating, developing, modifying, uploading, and Publishing Creator's UGC on the Services ("**Studio License**"). Creator may only use Studio in a way consistent with these Creator Terms.

- iii. Roblox Templates. "**Templates**" are made available by Roblox (generally via Studio) and serve as a starting point that Creators can use to more easily create UGC. Roblox owns or controls all rights in all Templates and all elements contained therein and makes Templates available to Creators pursuant to the Studio License. Creators may only use Templates in a way consistent with these Creator Terms. Using a Template does not give Creator any ownership rights in/to that Template.
- iv. Roblox Classic Avatars. Roblox has created, owns all intellectual property in, and makes available to Creators for use solely on the Services certain models, which include (a) avatars derived from a model constructed out of only 6 parts (known generally as "R6" avatars); (b) avatars derived from a model constructed out of only 15 parts (known generally as "R15" avatars); and (c) subject to subsection 2.b below, any derivatives thereof (to be determined in Roblox's sole discretion) that are based on or derived from the following body forms developed by Roblox, as may be revised by Roblox from time to time and as further described in the following links:
- Roblox Boy: <https://www.roblox.com/bundles/109/ROBLOX-Boy>;
  - Roblox Girl: <https://www.roblox.com/bundles/108/ROBLOX-Girl> and <https://www.roblox.com/bundles/282/ROBLOX-Girl>
  - Roblox Man: <https://www.roblox.com/bundles/238/Man>;
  - Roblox Woman: <https://www.roblox.com/bundles/239/Woman>;

(collectively, "**Classic Avatars**").

Subject to the rights Creator grants to Roblox in subsection 2.b below, Roblox grants Creators (a) the right to use such Classic Avatars as avatars solely on the Services; (b) the right to alter, customize, and modify such Classic Avatars (each a "**Modified Classic Avatar**") solely for the purpose of using such Modified Classic Avatar on the Service or as otherwise permitted under these Creator Terms; and (c) the non-exclusive right to apply Creator's UGC to Classic Avatars and Modified Classic Avatars on the Services only.

Roblox further grants the Creator of each Modified Classic Avatar a limited, non-exclusive, revocable, non-transferable license to use such Modified Classic Avatar solely on the Services and as otherwise permitted under these Creator Terms. Roblox reserves all rights in Classic Avatars and Modified Classic Avatars not expressly granted herein, including the exclusive right to create derivative works incorporating Classic Avatars and Modified Classic Avatars.

Creators shall in no event use Classic Avatars or Modified Classic Avatars (including any portions thereof) in connection with any off-Services physical or digital merchandise, motion picture, television program, theatrical play, book, or other publication, in each case whether for giveaway or compensated access (including license or sale). Creator hereby represents and warrants not to make any such use of Classic Avatars or Modified Classic Avatars.

- v. Other Roblox Content. Roblox, at its sole discretion, may create, develop, and make available on and through the Services other content ("**Other Roblox Content**"). Subject to Creator's compliance with these Creator Terms, Roblox grants Creator a non-exclusive, limited, revocable, non-transferable license to use such Other Roblox Content solely on the Services and in connection with Creator's UGC ("**Other Content License**").

Creator will not be entitled to any payment or compensation for Creator's use of Other Roblox Content (including any modifications or enhancements thereto).

- vi. Roblox Trademarks. Creators are prohibited from using the name "Roblox," "Blox," and any name similar to Roblox (to be determined in Roblox's sole discretion), in the titles of any Experiences. Subject to the foregoing restriction and Creator's adherence to the [Roblox Name and Logo Guidelines](#), Roblox hereby grants Creator a non-exclusive, personal, limited, revocable, non-transferable license to use Roblox trademarks, whether registered or unregistered, solely for use within Creator's Experience(s) on the Services, including in connection with the creation of Virtual Content ("**Roblox Trademark License**"). All goodwill arising from any use by Creator of any Roblox trademarks will inure solely to Roblox. Use by Creator of any Roblox trademarks outside of the Roblox Services (including a trademark that may be contained in the title of a Creator's Experience) is permitted only as set forth in the [Roblox Name and Logo Guidelines](#).

**For Experiences Published Prior to June 22, 2022:** Notwithstanding the foregoing and subject to Creator's continued compliance with these Creator Terms, the [Roblox Name and Logo Guidelines](#), and all other Roblox Terms, any Creators who Published Experiences on the Services prior to June 22, 2022 that contained "Roblox," "Blox," or similar names in their title may continue to keep such name(s). To each Creator of such Experience Roblox hereby extends the Roblox Trademark License to cover use in connection with the title of your Experience.

- vii. Termination of License. Roblox reserves the right to terminate or modify the Studio License, Template License, Other Roblox Content License, and Roblox Trademark License at any time and for any reason.

**b. User-Generated Content (UGC).**

- i. Ownership of UGC. Except for Modified Classic Avatars and subject to the rights and licenses Creator grants in these Creator Terms (and any applicable Additional Terms), as between Creator and Roblox or Creator and Users, Creator retains all copyrights that Creator may hold in any UGC that Creator has ever created or will create (whether alone or with others) and Publishes or makes available on the Services (excluding any non-UGC Roblox IP that may be contained therein).
- ii. Roblox License to UGC. In consideration for the use of the Services and Creator's potential to earn Robux, Creator grants Roblox a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, including without limitation other Users and Creators) to host, store, transfer, translate, run, localize, publish, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, adapt, create derivative works of, enhance, distribute, and use for any business purpose related to the Services (including, but not limited to, in connection with operating, providing, improving, or publicizing the Services or Roblox) any UGC, in whole or in part (including any incorporated or associated trademarks and underlying source code), that Creator Publishes or makes available on/through the Services. Notwithstanding the above, Creator also grants to Roblox the exclusive, worldwide, irrevocable, perpetual, fully paid, sublicensable right to apply Creator's UGC to a Classic Avatar or Modified Classic Avatar, whether on or off the Services; provided, however, that Roblox's off-Services right specifically excludes the right to apply (a)



shirts, pants, or T-Shirts designed by a Creator (excluding any Roblox IP that may be contained therein); (b) trademarks owned or controlled by a Creator; or (iii) copyrighted material owned or controlled by a Creator that has been published outside of the Services prior to the time that it was Published by Creator on the Services.

Subject to the rights and licenses granted herein, to the extent that a Creator has or obtains any right, title or interest in any Modified Classic Avatar, Creator hereby irrevocably assigns to Roblox all such right, title and interest. This assignment includes all intellectual property rights and other proprietary rights therein, including rights in any licenses that such Creator may have granted. It also includes rights in any Modified Classic Avatar developed under prior versions of these Roblox Terms. Notwithstanding the foregoing, Roblox may, in its sole discretion, permit a Creator who has customized a Classic Avatar or Modified Classic Avatar so that it no longer appears similar to a Classic Avatar or Modified Classic Avatar (or any derivatives thereof, all as determined by Roblox in its sole discretion) to receive all right, title and interest in such customized Classic Avatar or Modified Classic Avatar, subject to Creator granting Roblox the perpetual, worldwide, non-exclusive, royalty-free right and license discussed in this Section.

Creator also agrees to make its UGC available in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox as permitted herein, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws (all the foregoing paragraphs in this section collectively, the "**UGC License**").

Roblox's right to market and advertise the Services or Roblox using Creator's UGC (excluding Modified Classic Avatars) ("**Ancillary Use**") will not include using such UGC in marketing and advertising that is focused solely on promoting Creator's UGC (as reasonably determined by Roblox) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox in its sole discretion, Creator's UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Services or Roblox. Roblox may also use Creator's UGC for non-commercial and educational uses to promote the Services (and Roblox will reasonably determine whether a use is non-commercial or educational). Other than the potential to earn Robux, Roblox is not required to give Creator any attribution or compensation for any reason nor is Roblox required to use the license Creator grants in this Section or exploit any of the rights granted herein.

Creator retains the right to delete or update any or all content within an Experience at any time and at Creator's discretion (and Creator will delete or update such content if required by law), provided that regardless of any such update or deletion having occurred, and regardless of any termination of these Creator Terms or termination or suspension of Creator's Account: (i) Virtual Content created by Creator which was validly purchased or otherwise validly obtained by a User may continue to be accessed and used by such User indefinitely (or, in the case of UGC Subscriptions, for the duration of the purchased subscription period) in accordance with and subject to the terms and policies of the Services; and, (ii) Roblox's right to use any UGC or other content that is already in use by Roblox pursuant to a license or otherwise in accordance with these Roblox Terms or already in use by Roblox as part of an Ancillary Use shall continue in perpetuity.

In addition to Roblox's right to grant sublicenses for Creator's UGC, Creator, when Publishing certain UGC onto the Service, may be asked if Creator would like to share such UGC directly with other Users. Creator is not required to do so, but if Creator does agree to grant this right, then other Users may use Creator's UGC to create their own Experiences and other UGC on the Services without any further obligation to Creator.

Where Creator's Virtual Content is sold or otherwise provided to a User, Creator agrees that, pursuant to the rights granted to Roblox herein and regardless of whether the Virtual Content was sold or provided by Creator to the User, Roblox may allow the User to continue to access and use such Virtual Content indefinitely (in accordance with and subject to the Roblox Terms) even if the Virtual Content is no longer otherwise accessible on the Services.

Roblox's rights under this UGC License shall expressly survive if Creator's Account is terminated due to Creator's breach or violation of these Creator Terms or any of the Roblox Terms.

- iii. Through-to-the-Audience Rights. The rights Creator grants in these Creator Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services won't have separate liability to Creator or anyone else for UGC that Creator has made available on the Services or used on Third-Party Services via Roblox's Services.
- iv. Authorization to Publish UGC to Services. Creator must not Publish or otherwise make any UGC available on the Services if Creator is not the owner of or is not fully authorized to grant rights in all parts of that UGC. Without limiting Creator's obligations under Section 9 of these Creator Terms (and all other obligations set forth in the Roblox Terms), Creator agrees to pay all amounts owed to any person as a result of Creator Publishing or making UGC available on the Services.
- v. Suspension of UGC Availability. Roblox may, in its sole discretion, suspend availability of or delete any UGC or other content on the Services at any time and for any period of time, including in perpetuity, without notice if such UGC or other content violates any laws or intellectual property rights or principles or any guidelines or policies associated with the Services or if Roblox determines in its sole discretion that such UGC does or may cause harm to Users, the Services, or to Roblox's reputation. Roblox is and shall be under no obligation of any kind to Creator for suspending any UGC in accordance with this Section.
- vi. Limitations on Use of UGC. Notwithstanding Creator's ownership of UGC (other than Modified Classic Avatars and the right to apply Virtual Content and other UGC to Classic Avatars and Modified Classic Avatars) as set forth above and without limiting any other limitations set forth herein, Creator shall in no event use Creator's UGC (in any medium or format, including on or off the Services): (a) in a manner that is offensive, defamatory, sexually explicit, or otherwise objectionable (in each case, as determined by Roblox in its sole discretion); (b) in connection with false, defamatory, libelous or slanderous statements concerning Roblox; or (c) in a manner that is intended or reasonably likely to suggest or imply that Creator is affiliated with Roblox or that Roblox endorses Creator or its use of the applicable UGC.
- vii. Roblox fosters creativity and respects the intellectual property rights of others, including Creators. Any copyright owner or an agent of a copyright or trademark owner (including other Creators who are owners or agents of a copyright or trademark owner) who believes that any content on the Services (including UGC)

infringes upon its copyrights or trademarks may submit a notification pursuant to the reporting process outlined in Section 6.d. of the User Terms. As referred to throughout the Roblox Terms, Roblox, in appropriate circumstances, may terminate the Accounts of Users (or Creators) who Roblox determines, in its sole discretion, are repeat infringers as contemplated by the DMCA.

### 3. Groups.

#### a. Definitions.

- i. Group. For purposes of the Roblox Terms, a **“Group”** exists where Creators have joined together and, via a single email address, registered on the Services as a single unit for the purpose of releasing an Experience or other Virtual Content through the Services. For corporate accounts, the company (or other legal entity) named on the account is considered a Group.
- ii. Owner. Each Group must select an **“Owner,”** who shall be the individual or entity that controls the email address used to register the Group on the Services, to act on behalf of the Group. The Owner, in its sole discretion, may choose to transfer ownership of the Group at any time to a new owner; provided, however, that only one individual or entity may be the Owner of a Group at a time. If an Owner’s account is terminated pursuant to these Creator Terms, the Roblox Terms, or other applicable Additional Terms, Roblox may, in its sole discretion, designate another Owner of the Group; provided, however, that nothing will obligate Roblox to do so if Roblox, in its sole discretion, determines to terminate a Group.

- b. **Rights and Authority.** By participating in a Group, each Creator grants the Owner (as such Owner may change over time) the sole and exclusive authority to act on their behalf to (i) authorize Roblox’s use of any UGC created by the Group as set forth in these Creator Terms or pursuant to any other agreement entered into between the Owner and Roblox; and (ii) receive payment for any activities undertaken or UGC sold by the Group on or through the Services. Group members hereby waive any claims they may have against Roblox for any payments made to an Owner by Roblox on behalf of the Group, and Group members agree to seek recovery of any such payments solely from the Group Owner. The authority granted to a Group’s Owner may be modified by separate agreement amongst Group members. Except as may be provided at law, any duty of accounting between a Group Owner and Group members will arise solely pursuant to a written agreement among the Group, and Roblox will not be bound by any such agreement.

### 4. Roblox Creator Economics.

#### a. Robux.

- i. License to Robux. Creator’s license to use Robux in connection with the Services is set forth in Section 3 of the User Terms.
- ii. Earning Robux. Roblox allows Creators to earn Robux (“Earned Robux”) by selling or monetizing certain UGC (including Virtual Content and access to Experiences) they create on the Services. Earned Robux consist only of those Robux that a Creator has received from (a) the direct sale, (b) other monetization, or (c) Engagement Based Payouts (“EBP” or “Premium Payouts”) of UGC it created (either alone or with a Group) on the Services in compliance with the Roblox Terms and any applicable Additional Terms. Robux acquired in other ways

(such as via a stipend through a Roblox Premium membership, referral bonus, purchase of a gift card, or by trading/selling Virtual Content that you did not create) are not Earned Robux. Roblox may remove any Robux earned through a violation of the Roblox Terms or any applicable Additional Terms. For more information on monetizing UGC, please read the Developer Guides [here](#).

b. **Selling UGC.** Roblox allows Creators to sell (i) access to Experiences; (ii) Virtual Content and (iii) other UGC they create on the Services, subject to the following:

- i. Robux Allocation Roles: There are three roles involved in the sale of all UGC (except 2D Virtual Items (also known as "**Classic Clothing**")) on the Services. Each role may be entitled to a share of the Robux generated from an applicable sale ("**Robux Allocation**"):
  - Creator: The Creator is the User or Group that created the UGC being sold.
  - Seller/Distributor: The Distributor is (i) the Creator (if the item is sold in an Experience the Creator also created); (ii) another Creator on the Services (if the item is sold in an Experience the Creator did not create); or (iii) Roblox (if the item is sold in Marketplace).
  - Platform: The Platform is always Roblox.

The above Robux Allocation does not apply to the sale of Classic Clothing, which consists of pants, shirts, and T-shirts. For any Classic Clothing sold in Marketplace, the Robux Allocation is split between the Creator and the Platform.

- ii. Changes to Robux Allocation. Roblox may, at any time upon notice to Creator (via any reasonable means), (a) change the Robux Allocation and/or (b) introduce features allowing certain elements of the Robux Allocation to be customized by those involved in a given sale.

- iii. Creator Responsibility for Sales on Services. Creator acknowledges that Roblox may on Creator's behalf, display and host Experiences, Virtual Content, or other UGC created by Creator to be enjoyed by other Users on the Services. When a Creator receives Robux in connection with the sale of UGC to a User through the Services, the transaction is between the Creator and the User; Roblox only facilitates by providing the Services. If, in connection with a Dispute, Roblox returns Robux or real money to a User (or another Creator) for any UGC for which a Creator received Robux, Roblox reserves the right to deduct or withhold an equivalent amount of Robux from such Creator.

- iv. Random Virtual Items. Depending on User's location, Creator may choose to provide Experiences that permit Users to acquire "random" Virtual Items (either with Robux or otherwise) (each, a "**Random Virtual Item**"). If a Creator provides the opportunity for a User to receive a Random Virtual Item, Creator must let Users know the odds of acquiring each type of Random Virtual Item available before a User engages in the transaction to acquire a Random Virtual Item.

By way of example only, if a Creator's Experience allows a User to acquire a virtual marble that the User can then throw into a fountain to receive a Random Virtual Item, the Creator must disclose the odds of the User receiving each type of Random Virtual Item before the User throws the marble into the fountain.

c. **Developer Exchange Program.** Roblox allows certain Creators who satisfy specific criteria to participate in the Developer Exchange Program ("**DevEx Program**"). Subject to certain requirements, policies and limitations that

Roblox establishes in its sole discretion, Creators participating in the DevEx Program may exchange Earned Robux for real currency based on an exchange rate determined by Roblox, in its sole discretion (the exchange rate and the general requirements, policies, and limitations of the DevEx Program are published [here](#) (“DevEx Terms”).

- d. **EBP or Premium Payouts.** EBP or Premium Payouts is a program by which certain eligible Creators can generate additional Earned Robux based on how engaging their Experience is. The EBP or Premium Payouts program may be modified or terminated by Roblox at any time, in its sole discretion, and with no obligation to any Creators because of such termination or modification. More detailed information on the EBP Program may be found [here](#).
- e. **Disclaimer.** Developing Experiences or UGC that Users will enjoy or spend time in is difficult and can take a lot of time. Roblox makes no promises that a Creator’s Experience or UGC will be successful in developing a large audience or that the time, effort, and expense that a Creator spends developing, advertising, or operating an Experience will be financially successful.

## 5. Music on Roblox.

- a. **Licensed Music.** Roblox may choose to make sound recordings and the musical works contained therein as well as sound effects (“Licensed Music”) available for Creator to use in Creator’s Experiences or other UGC. Creator’s use of the Licensed Music is subject to the following:
  - i. License. Roblox grants Creator (i) a non-exclusive, personal, limited, revocable, non-transferable license only to synchronize Licensed Music into an Experience or other UGC (“UGC With Licensed Music”), solely by and through the Services and only during the period when Roblox makes such Licensed Music available; and (ii) the right to play, listen, and interact with UGC With Licensed Music, but only on the Services and only during the period when Roblox makes such Licensed Music available. Creator is not required to provide attribution for Licensed Music used by Creator in any Experience or other UGC, but Creator may do so at Creator’s discretion. For example, if Roblox identifies the owner of Licensed Music as APM Music, Creator can message that the Licensed Music is provided “Courtesy of APM Music.”
  - ii. Revocation (Loss) of License. As Licensed Music is licensed by Roblox from third parties, Creator’s rights to use Licensed Music is revocable at any time and for any or no reason, in Roblox’s sole discretion, without any liability to Creator. If Roblox revokes Creator’s right to use Licensed Music (for any reason), Creator agrees to immediately (a) remove such Licensed Music from Creator’s Experience or other UGC and (b) cease all use of such Licensed Music on the Services. Roblox will try to provide Creator with advance notice before revoking any usage rights to Licensed Music, but Roblox reserves the right to do so with no advance notice. Roblox further reserves the right to remove any Experience or other UGC With Licensed Music from the Services at any time, in its sole discretion, and without any liability to Creator. Additionally, Roblox can revoke Creator’s rights to all or part of the Licensed Music (with or without notice) without any liability to Creator, (x) if Roblox determines that Creator’s use of such Licensed Music may violate any Roblox Terms, guidelines, or policies; (y) if Roblox otherwise determines that such Licensed Music may harm the Services or Roblox’s reputation; or (z) if the Licensed Music is no longer available for distribution on the Service. Services or Roblox’s reputation; or (z) if the Licensed Music is no longer available for distribution on the Service.
  - iii. 250 Track Limit. Notwithstanding the foregoing, Creator may not use Licensed Music to create a streaming

service or music library within an Experience or other UGC, nor may Creator charge Users to listen to a specific track of the Licensed Music. Creator has the right to place, play, and have played up to 250 distinct tracks of Licensed Music at any one time in a single Experience or other UGC With Licensed Music. Creator can replace existing tracks of Licensed Music in an Experience or other UGC with new tracks at any time, provided that at any one time there are no more than 250 tracks in such Experience or UGC With Licensed Music.

iv. Synchronization of the Licensed Music. Creator may synchronize the Licensed Music into an Experience.

Without limiting the foregoing, Creator may use a portion of a track of Licensed Music or sample portions of Licensed Music.

v. Use on the Services. Creator may only use Licensed Music on the Services. Creator agrees that it will not export, extract, download, or provide a way for anyone else to export, extract, or download the Licensed Music for use anywhere outside of the Services.

b. **Music Written/Owned by Creator.** The following applies to musical works written or otherwise owned by a Creator (and/or others with whom Creator has collaborated on such musical work) ("**Musical Works**") that a Creator Publishes (or attempts to Publish) for use on the Services.

i. Creator as Sole Composer. If Creator is a sole composer and/or writer of a Musical Work that Creator Publishes on the Services and Creator is affiliated with a performing rights organization ("**PRO**") that represents the Musical Work, then Creator must notify Creator's PRO in writing of the royalty-free license that Creator grants to Roblox through these Creator Terms. Creator is responsible for complying with Creator's PRO's reporting obligations.

ii. Creator as Non-Sole Composer. If Creator is not the sole composer and/or writer of a Musical Work that Creator Publishes on the Services, and Creator (and/or co-composers or co-writers) is affiliated with PRO that represents the Musical Work, Creator is responsible for ensuring that all co-composers and/or co-writers also notify their respective PROs in writing and Creator must have written proof of co-composers' and/or co-writers' approval to Publish and use the Musical Work on the Services.

iii. Assignment to Music Publisher. If Creator has assigned Creator's rights in/to a Musical Work to a music publisher, then Creator must obtain that music publisher's written consent or cooperation to grant the royalty-free licenses outlined in these Creator Terms.

iv. Record Label. If Creator is a recording artist under contract with a record label, then Creator is responsible for making sure that Creator's use of the Services complies with the obligations that Creator has to Creator's record label. Remember, just because Creator wrote a Musical Work or performed a sound recording does not mean Creator has the right to let Roblox use it.

v. Sound Recordings. If Creator owns the rights in and to a sound recording but is not authorized to license the sound recording or the underlying Musical Work(s) embodied in those sound recordings, then Creator must not upload or otherwise make those sound recordings available on the Services.

vi. Representations & Warranties. If Creator uploads, synchronizes, or otherwise uses a sound recording and/or Musical Work, Creator represents and warrants that (a) Creator possesses all necessary rights needed to upload, synchronize, and otherwise use the sound recording(s) and/or the Musical Work(s) on the Services;

(b) Creator fully owns and administers the worldwide rights in/to the sound recording(s) and/or the Musical Work(s) uploaded on the Services; and (c) that such sound recording(s) and/or Musical Work(s) are completely original and that the Publishing, upload, distribution, and use of such sound recording(s) and/or Musical Work(s) on the Services will not infringe upon the rights of any third party, including but not limited to trademark, copyright, or any other intellectual property rights (including, without limitation, a PRO, a record label, a music publisher, or a union or guild).

vii. Clearances; Payments. Creator is solely responsible for any necessary clearances and payments of any nature that may arise in connection with the use and synchronization of their original sound recording(s) and/or Musical Work(s) on the Services, including without limitation any and all distribution rights, mechanical rights, public performance rights, synchronization rights, and/or any other rights that may be claimed by a third party. Creator is also solely responsible for any union new use or re-use fees pursuant to the rules and regulations of any applicable union and/or guild agreements in connection with the Publishing, upload, distribution, synchronization, and other use of the sound recording(s) and/or Musical Works(s) on the Services.

## **6. Restrictions on Use.**

In addition to any other restrictions set forth in the User Terms (including in Section 8.b. of the User Terms) or any Roblox Terms, Creator will not take any action in violation of these Creator Terms, including as set forth in this Section.

If we find an Experience in which a significant portion of Users are egregiously violating the Roblox Terms, Roblox reserves the right, in its sole discretion, to moderate the Experience if the developer does not take reasonable actions to limit the violative behavior.

Roblox wants all Creators to develop their own ideas. Unless Creator has express written permission or a written license from the content creator to do so, Creator must not copy or make any modification to someone else's item, content, or UGC and Publish it as Creator's own content. Roblox reserves the right to take any action against Creator for any improper copying of content, including the suspension or termination of a Creator's Account.

## **7. Disputes.**

- a. **Between Creators and Roblox.** Disputes between Creators and Roblox shall be handled according to Section 11 of the User Terms.
- b. **Between Creators and Users or Between Creators.**
  - i. **Issues with UGC.** Creators are responsible for handling all issues, including User complaints, relating to their Experiences, Virtual Content, and other UGC Published on the Services in a quick and professional manner.
  - ii. **Return of Robux.** If a Creator has acquired Earned Robux in connection with an Experience, Virtual Content, or other UGC, and, pursuant to a User complaint regarding that Experience Virtual Content, or other UGC, Roblox returns Robux to a User, Roblox has the right to deduct or withhold an equivalent amount of Earned Robux from such Creator.
  - iii. **Disputes With Creators or Users.** If a Creator has a dispute with another Creator or a User, prior to commencing any litigation, Creator must first engage in a mediation with a recognized mediator or mediation service to try and amicably resolve the dispute. Such mediation requirement does not apply to disputes

related to intellectual property takedown reports submitted under Section 6 of the User Terms. Roblox reserves the right, in its sole discretion, to resolve any dispute between Creators or between Creators and Users. Such resolution may result in suspension of Creator's Account and/or any other action permitted by law, including but not limited to the recovery of civil or criminal penalties.

- iv. Escalation to Roblox. Notwithstanding the terms set forth in this Section, Users can escalate to Roblox disputes with Creators, as further described in Section 10.a. of the User Terms. If Roblox chooses to take action in any dispute between a User and Creator, both User and Creator agree that (i) Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final, and (ii) they will accept that decision. Creator agrees to work with Roblox in a timely manner to resolve all such issues, and failure to do so shall be a violation of these Creator Terms.

## **8. Representations & Warranties.**

Creator is responsible for Creator's UGC, and represents and warrants that: (a) Creator is the creator and owner of, or has the necessary rights and permissions to grant Roblox the rights and license in Section 2.b.ii; (b) Creator's UGC and the use of Creator's UGC as described in these Creator Terms does not and will not: (i) infringe, violate, or misappropriate any third-party right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; (iii) require Roblox to get licenses from, pay compensation, or provide attribution to any third parties; (iv) result in a breach of contract between Creator and a third party; or (v) cause Roblox to violate any law or regulation; and (c) Creator will comply with all applicable laws, rules, and regulations and the Roblox Terms (including without limitation these Creator Terms) in Creator's use of the Services.

## **9. Indemnification.**

Creator agrees to be responsible for Creator's use of the Services and to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Creator's access to, use of, or alleged use of the Services; (b) Creator's violation of (i) any part of the Roblox Terms, including these Creator Terms, (ii) any representation, warranty, or agreement referenced in these Creator Terms, or (iii) any applicable law or regulation; (c) Creator's violation of any third-party right, including any intellectual property, publicity, privacy, or property right, or confidentiality obligation; or (d) any Dispute or issue between Creator and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by Creator (without limiting Creator's indemnification obligations with respect to that matter), and in that case, Creator agrees to cooperate with Roblox's defense of that claim.

## **10. Limitation of Liability.**

IN NO EVENT WILL THE **AFFILIATED PARTIES** BE LIABLE TO CREATOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.



THE AGGREGATE LIABILITY OF THE AFFILIATED PARTIES TO CREATOR FOR ALL CLAIMS (INCLUDING WARRANTY CLAIMS) OR CAUSES OF ACTION IS LIMITED TO (i) THE TOTAL AMOUNT PAID OR PAYABLE BY Roblox TO CREATOR UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, OR (ii) TO THE EXTENT THAT ROBLOX HAS NOT PAID CREATOR ANYTHING IN THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, \$1000 USD.

## 11. Privacy.

- a. **Your Data.** Data that you as a Creator provide to Roblox through the Services is subject to the Roblox [Privacy Policy](#), incorporated by reference herein. Additionally, depending on which tools or software you use on the Services to create Experiences or UGC, you may be subject to Additional Terms, including without limitation the Roblox [Biometric Privacy Notice](#) and the Roblox [Facial Animation Privacy Notice](#).
- b. **Experience Data.** For each Experience created by a Creator, and subject to the provisions of the Roblox [Privacy Policy](#), Creator and Roblox shall both have the right to use data related to or obtained in connection with that Experience for their respective legitimate internal business purposes to support the Experience and for business analytics, such as: (i) for the improvement and development of the Experience; (ii) to comply with applicable laws (including law enforcement requests); (iii) to ensure the security of the Experience; and, (iv) to prevent fraud or mitigate risk. Creator agrees that, except as expressly set forth in these Creator Terms, Creator will not use or disclose any User data to any third party.
- c. **User Personal Information.** If and to the extent a Creator receives any User personal information (“**User PII**”), Creator will not use User PII (i) to provide services to any third party; (ii) to build, help build, track or supplement any segments, profiles, or similar records on any individual User, device, or browser across the Services or any third party websites or platforms; (iii) to associate the behavior of any individual device or browser with any segment, profile, or similar record, or supplement any such record based on data of Users; (iv) to associate any data of Users with any other personal information of the User; or (v) for any unauthorized purpose in violation of any applicable law, including applicable privacy laws, or for any unauthorized purpose. Additionally, Creator shall be prohibited from selling, disclosing, sharing, renting, leasing, syndicating, modifying, reverse engineering, decompiling, lending, or otherwise altering any User PII.
- d. **California Consumer Privacy Act.** Neither Roblox nor Creator shall knowingly sell any “**personal information**” (as that term is defined by the California Consumer Privacy Act of 2018, as amended) belonging to a User, and both Roblox and Creator have taken and will continue to take all reasonable measures to protect such personal information under their control or in their possession from unauthorized access by third parties.

## 12. Miscellaneous.

- a. **Experience Guidelines.** The Services display an age guideline and certain other descriptors about an Experience, as described in the [Experience Guidelines](#), which are incorporated herein by reference. Creator represents and warrants that it will provide accurate, complete, and up-to-date information in any Experience Questionnaire it submits to Roblox. Roblox reserves the right to modify age guidelines and descriptors from time to time in its sole discretion. Roblox does not warrant the accuracy of the guidelines or descriptors. Creator acknowledges and

agrees that Roblox is not responsible for the accuracy, completeness, validity, or quality of any age guidelines or descriptors. Creator further acknowledges that it is not entitled to any particular rating. Nothing herein, or in the [Experience Guidelines](#), is intended to control or dictate the content of Creator's Experience, for which Creator is solely responsible.

- b. **As Is.** The Services are provided "AS IS" and Section 13 of the User Terms is incorporated herein by reference.
- c. **Survival.** Any part of these Creator Terms which by their nature should survive termination, will survive, including Sections 2b, 6, 7, 8, 9, 10, 11, and 12a.

# Appendix 1.2: Description of Changes to Roblox Terms of Use

Since our last filing, the Roblox Terms of Use were updated as follows:

- Introduction:
  - Clarify that the Advertising Terms apply to advertisements placed on Roblox through the advertising platform Roblox provides, Roblox Ads Manager.
- User Terms (Section 2):
  - Clarify when transfers of Accounts are permitted.
- User Terms (Section 4):
  - Include information about the rights related to moderation on Roblox.
- User Terms (Sections 4 & 5), Creator Terms (Section 2):
  - Describe a new feature called "UGC Subscriptions," the rules that apply to them, and how they fit within the Roblox Economy.
- User Terms (Sections 6 & 10), Creator Terms (Sections 2, 6, & 7):
  - Clarify how and under what circumstances DMCA-related notifications may be filed through Roblox's reporting channels.
- Creator Terms (Section 6):
  - Clarify when we may moderate Experiences.

# Appendix 1.3: Community Standards

During the reporting period, our Community Standards describes certain categories of violations as follows:

## Harassment

Roblox's "Threats, Bullying, and Harassment" Community Standard reads as follows:

"Threatening others with real-world or online harm, inciting violence against people or property, bullying, stalking, trolling, harassment, intimidation, extortion, and blackmail are not permitted on Roblox. We also do not allow any content that depicts, glorifies, or promotes such behavior, including:

- Threatening physical or sexual assault or violence
- Threatening to harm someone in real life
- Revealing or threatening to reveal others' personal information
- Threatening to take over another's Roblox account or to file false abuse reports against another user
- Singling out a user or group for ridicule or abuse, either publicly or privately
- Sexual harassment
- Impersonating individuals, groups, or entities, in ways that may damage their reputation or cause others to harm them, either online or in real life"

## Extremism or Radicalization

Roblox's "Terrorism and Violent Extremism" Community Standard reads as follows:

"Roblox has a zero tolerance policy for content or behavior that incites, condones, supports, glorifies, or promotes any terrorist or extremist organization or individual (foreign or domestic), or their ideology, or actions, including:

- Depictions of or support for terrorist or extremist attacks
- Depictions of or support for the leaders or representatives of terrorist or extremist organizations
- Sharing the slogans, images, flags, manifestos, or icons of terrorist or extremist organizations, either in whole or in readily identifiable part
- References to the ideologies, messages, or strategies of terrorist and extremist organizations
- Expressing support, condoning, or glorifying terrorist extremist ideologies or actions
- Recruiting membership for a terrorist or extremist organization, or encouraging others to leave Roblox to find such information
- Fundraising for terrorist or extremist organizations, people, or supporting groups
- Expressing support, condoning, or glorifying mass shootings and other acts of domestic terrorism or violent extremism"

## Hate Speech or Racism

Roblox's "Discrimination, Slurs, and Hate Speech" Community Standard reads as follows:

"Roblox honors and welcomes users of all ages, backgrounds, and identities. We do not allow content or behavior that supports, glorifies, or promotes hate groups, their ideologies, or actions. You also may not discriminate, mock, or promote hatred against individuals or groups, or encourage others to do so directly or indirectly, on the basis of their:

- Age
- Race, perceived race, or ethnicity
- National origin
- Sexual orientation
- Gender, gender identity, or gender expression
- Religion or religious affiliation or beliefs
- Disability status including diseases, bodily conditions, disfigurement, mobility issues, and mental impairment
- Physical or mental disability status
- Veteran status
- Caste
- Familial status"

## Disinformation or Misinformation, and Foreign Political Interference

Roblox's Community Standards do not specifically define "disinformation or misinformation" or "foreign political interference" and Roblox does not flag or moderate content as belonging to those specific categories.

Our Community Standards do broadly prohibit certain political content on the platform. Our "Political Content" Community Standard reads as follows:

"We value friendly debate about issues and topics that matter to Robloxians. However, to maintain a civil and respectful environment, we prohibit the discussion or depiction of certain political content, including:

- Current candidates running for public office, including their slogans, campaign material, rallies, or events
- Political parties, including official party-affiliated organizations
- Specific races for elected office
- Sitting real-world elected officials
- Recent, previously-elected, officials in their official capacity
- Individuals who have previously run for political office in their capacity as candidate
- Desecration of political entity symbols, including flag burning
- Inflammatory content related to real-world border, territorial, or jurisdictional relationships"

## Controlled Substance Distribution

Roblox does not specifically flag or moderate content as belonging to the category of controlled substance distribution. However, our Community Standards more broadly prohibit users from discussing or engaging in illegal activities or encouraging others to do so on Roblox. We also broadly prohibit the discussion, depiction, or promotion of some illegal and regulated goods or activities. Our "Illegal and Regulated Goods and Activities" Community Standard reads as follows:

"We do not allow users to discuss or engage in illegal activities or encourage others to do so on Roblox. We also prohibit the discussion, depiction, or promotion of some illegal and regulated goods or activities. This includes:

- Controlled substances such as pharmaceutical and recreational drugs, as well as alcohol, tobacco, vaping, and their associated paraphernalia
- Dietary supplements and enhancers such as weight loss pills and steroids
- Depictions of intoxicated behavior associated with consuming alcohol or drugs
- Purveyors of illegal and regulated substances
- Bomb/explosive and weapon-making instructions or schematics in the real world
- Realistic modern firearms outside of in-experience items
- On-platform contests where Robux or anything else of value is offered as a prize
- Sweepstakes-style games

Except where prohibited by local law or regulation, we allow the portrayal of gambling in experiences. However, no real money, Robux, or in-experience items of value may be exchanged in connection with any gambling activities. We also require that the odds of winning be fair and clearly disclosed to the user prior to playing."

# Appendix 1.4: Glossary of Terms

**Audio:** An audio clip.

**Group:** For purposes of the [Roblox Terms of Use](#), a “group” exists where creators have joined together and, via a single email address, registered on the services as a single unit for the purpose of releasing an experience or other virtual content through the services. Groups may also be used to connect socially.

**Asset:** An asset in Roblox refers to any item or object that can be used in a game or experience. Assets can include models, meshes, audio files, images, fonts, videos, and more. These assets can be either objects within the data model or applied as properties to other objects. Overall, assets are essential building blocks that allow creators to enhance their games and experiences with various elements, such as 3D models, sounds, visuals, and more.

**Place:** A place in Roblox refers to an individual 3D world or environment within a Roblox experience. Each place contains all the components necessary for that specific portion of the experience, including its environment, parts, meshes, scripts, and user interface. Places are the building blocks of Roblox experiences and can be created and managed using Roblox Studio, the all-in-one IDE for Roblox development. A place can be thought of as a level or a specific area within a game or experience. While an experience can consist of multiple places, each experience can only have one starting place that all users load into when they join. From within any place, users can teleport to another place.

**Account:** A Roblox account, which a user must create in order to access certain elements and functionality of the Services.

**Mesh:** A mesh is a collection of vertices, edges, and faces that make up a 3D object. Meshes allow for more detailed and complex 3D objects compared to what can be created using the built-in modeling tools in Studio. They can include textures, rigs, and animations, making it possible to create lifelike and customizable objects. Meshes are commonly used for creating characters, accessories, and other detailed objects in Roblox games. They can be imported and used in games to enhance the visual quality and realism of the creations.

**Experience:** Interactive content published on the Services by developers for the engagement and enjoyment of users.

**Content Type:** The type of content, including, but not limited to, posts, comments, messages, profiles of users, or groups of users.

**Media Type:** The type of media of the content, including, but not limited to, text, images, and videos.

**Entity Type:** The entity with the violation, including but not limited to an account, asset, group, place, etc.

**Flagged:** Content labeled by Roblox moderators or models as Terrorism and Violent Extremism, Threats, Bullying, and Harassment, or Discrimination, Slurs, and Hate Speech for the purposes of CA AB 587 report.

**Moderator Review:** Enforcements applied to users when violations are found that were not initially reported in the abuse report, which can involve both machine and human detection methods.

**Total User Views on Moderated Content:** The total views from users on a moderated asset.