

# TERMS OF USE FOR SENSORIUM WEBSITE

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Effective date: January 11, 2021

You should carefully read the following Terms of use for Sensorium Website ("Terms of Use"). By registering on the Website, you agree to be bound by these Terms of Use.

## 1. Interpretation and Definitions

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### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this Terms of Use:

- **Company** (referred to as either "the Company", "Sensorium", "We", "Us" or "Our" in these Terms of Use ) refers to Sensorium Corporation, H&J Corporate Services (Cayman) Limited, PO Box 866, 2<sup>nd</sup> Floor Willow House, Cricket Square, George Town, KY-1-1103.
- **Country** refers to the Cayman Islands.
- **You** mean the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.
- **Website** refers to Sensorium's web page <https://sensoriumxr.com>

PLEASE NOTE THAT THE SECTION BELOW TITLED "GOVERNING LAW AND DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

## 2. Use of the Website

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You may only use this Website and any materials found in this Website (including, but not limited to, any images, logos, designs, insignia, marks, pictures, sounds, text, messages, tools, software, technology, products, files, information, data, demos, promotional materials, audiovisual and multimedia works and any other items or expressions) (collectively, "Materials") in accordance with the terms and conditions of these Terms of Use , and you agree to comply with these terms and conditions at all times.

**Limited License.** Subject to the terms and conditions of these Terms of Use, Company grants you a non-exclusive, non-transferable license, to access and use this Website for your personal use only. Such license is subject to these Terms of Use and does not include: (a) any commercial use of the Website or the Materials therein; (b) the distribution, public performance, public display, making publicly available, or other unauthorized exploitation of any Materials; (c) modifying or otherwise making any derivative uses of the Website or the Materials, or any portion thereof; (d) downloading (other than the page caching) of any portion of the Website, the Materials or any information contained therein, except as expressly permitted on

the Website; or (f) any use of the Website or the Materials other than for their intended purposes. Any use of the Website or the Materials other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Company may revoke this license at any time.

### 3. Your Obligations

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Company reserves all rights in and to the Materials not expressly granted herein. Subject to Company's policies governing the use of its intellectual property, as applicable, you may not: (i) use or transmit any Materials on or to any other Website or network; (ii) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any Materials; (iii) reproduce any Materials other than as specified above; (iv) distribute, license, rent, sell, lease or otherwise transfer any Materials; or (v) remove, obscure or alter any notice of copyright or other proprietary notices present on or in any Materials.

You represent, warrant and covenant that: (i) you will comply with all applicable laws, regulations and orders of any governmental authority in your use of this Website and the Materials (including, without limitation, all export control laws, regulations, and orders); (ii) you are not located in, under the control of, or a national or resident of any country to which export of any Materials is prohibited by applicable law, regulation or order; and (iii) you will not upload or otherwise transmit to this Website any software or other materials that: (a) contain any viruses or other harmful code; (b) violate, misappropriate or infringe any patent, copyright, trademark, trade name, trade dress, trade secret, right of publicity, right of privacy, moral right, right of attribution or integrity or any other intellectual property right or proprietary right (collectively, "Proprietary Rights") of any person or entity; or (c) contain any material that is libelous, defamatory or portrays any person in a false light.

### 4. Company Ownership

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All right, title and interest in and to this Website, the Materials and all associated Proprietary Rights are owned by Company or its licensors, and no ownership of any of the foregoing items is transferred to you by virtue of these Terms of Use or Company's permitting you to use the Website.

### 5. User Submissions

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While Company welcomes your comments and feedback regarding its products and services, Company does not accept or consider any materials for use in any of its products or services which have not been specifically requested by Company. In the event that you post or upload any content to the Website ("User Content"), including but not limited to Company's forums, you understand and agree to the following terms:

You hereby grant to Company a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to exploit the User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. Company shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, make publicly available, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to Company any concepts, ideas, or feedback relating to Company's products or services, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and Company, and Company may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and Company. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefits of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. Company may remove any User Content and any related content or elements from the Platform at its sole discretion.

## 6.Disclaimer of Warranties

THIS WEBSITE AND ALL MATERIALS IN THIS WEBSITE ARE PROVIDED "AS IS" AND ALL USE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND LIABILITIES OF COMPANY, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THIS WEBSITE AND ANY MATERIALS IN THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY OF NON-INFRINGEMENT; AND (C) CLAIM IN TORT (INCLUDING NEGLIGENCE). WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT COMPANY DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS WEBSITE, ANY MATERIALS IN THIS WEBSITE, OR THE SERVER THAT MAKES THIS WEBSITE AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

## 7.Limitation of Liability and Indemnity

To the extent permitted by applicable law, in no event will Company be liable, whether in contract, warranty, tort, product liability, strict liability or other theory, to you or any other person or entity for any damages (including, without limitation, any indirect, incidental, special or consequential damages) arising out of or in connection with any use of, inability to use or results of use of this Website or any Materials on or in this Website, even if Company or its representative has been advised of the possibility of such damages. You agree to defend and indemnify Company, its parent, subsidiaries, licensors and affiliates against and from

any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by Company arising out of or from your use of the Website.

## 8. Governing Law and Dispute Resolution

The Terms of Use shall be governed by and construed in accordance with the law of the Cayman Islands, excluding its conflicts of law rules.

## 9. Miscellaneous

No failure or forbearance on Company's part to exercise its rights or insist upon performance of your obligations hereunder is to be construed as a waiver or relinquishment of those or any other rights or obligations in that or any other instance; rather, the same shall remain in full force and effect.

If any provision of these Terms of Use is deemed unlawful, void, or for any reason unenforceable, such provision shall be narrowed in scope or otherwise amended to the extent necessary to make such provision lawful, valid and enforceable while as nearly as possible reflecting the intent of the parties as expressed in these Terms of Use, or, if such amendment is impossible, severed from these Terms of Use. No amendment or severing of any provision of these Terms of Use shall affect the validity or enforceability of any remaining provisions.

These Terms of Use constitutes the entire agreement between you and Company relating to the subject matter hereof. The Company may, from time to time, change, modify or update these Terms of Use, and the revised Terms of Use will apply prospectively. For easier reference, the Company will change the "Last revised" date above.