

End-User License Agreement ("Agreement")

Last updated: March 18, 2020

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using Sensorium Galaxy Application.

1. Interpretation and Definitions

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 End-User License Agreement:

- **Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- **Application** means the Sensorium Galaxy application.
- **Company** (referred to as either "the Company", "Sensorium", "We", "Us" or "Our" in this Agreement) refers to Sensorium Corporation, H&J Corporate Services (Cayman) Limited, PO Box 866, 2nd Floor Willow House, Cricket Square, George Town, KY-1-1103.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: Cayman Islands
- **Device** means any device that can access the Application such as a computer, a cell phone or a digital tablet (where applicable).
- **Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- **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.

2. Acknowledgement

To use the Application, you must register, or have previously registered, a Sensorium account (an "Account"). Creation and use of Accounts are subject to the following terms and conditions:

- (A) You may establish an Account only if: (i) you are a “natural person” and an adult in your country of residence (Corporations, Limited Liability Companies, partnerships and other legal or business entities may not establish an Account); and (ii) you are not an individual specifically prohibited by Sensorium from using the Application.

When you create or update an Account, you must:

- (i) Provide Sensorium with accurate and up to date information that is personal to you, such as your name, address, phone number, and email address. Additionally you may also be required to provide Sensorium with payment information (such as credit card information). Sensorium’s retention and (or) use of your personal information is subject to Sensorium’s Privacy Policy, located here. Sensorium shall also have the right to obtain non personal data from your connection to the Application; and
- (ii) Select a unique username and password (collectively referred to hereunder as “Login Information”). You may not use your real name as the password for the Account, and you cannot share the Account or the Login Information with anyone, unless the terms of this Agreement allow it.
- (iii) You must maintain the confidentiality of the Login Information, as you are responsible for all uses of the Login Information and the Account, including purchases, whether or not authorized by you. If you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Sensorium (legal@sensoriumxr.com).
- (iv) Subject to the laws of your country of residence, minor children may utilize an Account established by their parent or legal guardian. In the event that you permit your minor child or legal ward (collectively, your “Child”) to use an Account on the Application, you hereby agree to this Agreement on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the Account by your Child whether or not such uses were authorized by you.
- (v) You agree to pay all fees and applicable taxes incurred by you or anyone using your Account. Sensorium may revise the pricing for the goods and services offered through the Application at any time. YOU ACKNOWLEDGE THAT SENSORIUM IS NOT REQUIRED TO REFUND AMOUNTS YOU PAY TO SENSORIUM FOR USE OF THE APPLICATION, OR FOR DIGITAL PURCHASES MADE THROUGH THE APPLICATION, FOR ANY REASON.
- (vi) Sensorium shall have the right to monitor and/or record your communications when you use the Application, and you acknowledge and agree that when you use the Application, you have no expectation that your communications will be private. Sensorium shall have the right to disclose your communications for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of this Agreement or any other Sensorium policy; (c) to protect Sensorium’s legal rights and remedies; (d) to protect the health or safety of anyone that Sensorium believes may be threatened; or (e) to report a crime or other offensive behavior

By registering, getting access or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

You represent that you are over the age of 18. The Company does not target its Content to children or teenagers under 18, and the Company does not permit any user under 18 for using the Application.

3. License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

You may use the Application for your personal and non-commercial entertainment purposes strictly, unless specifically allowed under the terms of this Agreement.

License Restrictions

Sensorium may suspend or revoke your license to use the Application, or parts, components and (or) single features thereof, if you violate, or assist others in violating, the license limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do the following:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party, as well as to create, utilize or transact in any internal item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Application;
- Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Application; provided, however, that Sensorium may, at its sole and absolute discretion, allow the use of certain third-party user interfaces;
- Copy or use the Application for any purpose other than as permitted under the above section 'License';
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application;
- Host, provide or develop matchmaking services for the Application, or intercept, emulate or redirect the communication protocols used by Sensorium in any way, for any purpose, including without limitation unauthorized play over the internet, network play (except as expressly authorized by Sensorium), or as part of content aggregation networks;
- Facilitate, create or maintain any unauthorized connection to the Platform including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate,

the Application; and (ii) any connection using third-party programs or tools not expressly authorized by Sensorium;

- Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Application or component thereof, or your rights to the Application to any other party in any way not expressly authorized herein;
- Violation of Laws: use the Application to violate any applicable law or regulation.

4. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

5. Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

6. Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does not provide any maintenance or support for the use of the Application. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

7. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

8. Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy (please, follow the actual Privacy Policy on our Website <https://sensoriumxr.com>).

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

9. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

10. Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

11. No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section 11 shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

12. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

13. Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

14. Product Claims

The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

15. United States and EU Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States and (or) EU government embargo, or that has been designated by the United States and (or)

EU government as a "terrorist supporting" country, and (ii) You are not listed on any United States and (or) EU government list of prohibited or restricted parties.

16. Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

17. Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

18. Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

19. Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: legal@sensoriumxr.com
- By visiting this page on our website: <https://sensoriumxr.com>