

# SENSORIUM TERMS OF SALE

---

LAST REVISED: MARCH 18, 2020

You should carefully read the following Terms of Sale ("Terms of Sale"). By placing an order to purchase a product and (or) a service on or through Application (as it described below), you agree to be bound by this legal contract and you acknowledge that you are at least 18 years old or that you have the permission from your parents or a legal guardian to enter into this legal contract.

## 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 Terms of Sale:

- **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, 2<sup>nd</sup> Floor Willow House, Cricket Square, George Town, KY-1-1103.
- **Country** refers to: Cayman Islands.
- **Online Service** means any product, digital content for Sensorium products, content, avatars, stuff, features and (or) a service purchased by You on or through 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. Terms of Sale Applicable to all online purchases

---

### 2.1. Pricing.

Sensorium shall have the right at any time, prior to Sensorium's acceptance of your order, to withdraw any discount and (or) to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labor or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. Any prices, quotations and descriptions made or referred to on the Sensorium's Online Services are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to Sensorium's express acceptance of your order (as described below). Sensorium reserves the right to notify you of any mistakes in Online Services descriptions or errors in pricing prior to product dispatch. In such event if you choose to continue with fulfilment of the order, you acknowledge that the product or service will be provided in accordance with such revised description or corrected price.

## 2.2. Payments.

To pay Sensorium Online Services you will need to purchase SENSO Tokens and use them to pay for your purchases made by You on or through the Application.

SENSO tokens can be purchased here <https://www.kucoin.com/> and credited to Your wallet or wallet that is associated with Your Application account. Please make sure that only You have access to Your wallets when making transactions.

Please note that it is your obligation to pay all federal, state and (or) local taxes associated with the receipt or use of the digital goods which you purchase from Sensorium.

## 2.3. Revised Terms.

Sensorium may, from time to time, change, modify or update these Terms of Sale, and the revised Terms of Sale will apply to all subsequent purchases. You agree that you will review the Terms of Sale before any purchase. For easier reference, Sensorium will change the "Last revised" date above.

# 3. Limitation of Liability.

---

To the maximum extent permitted by applicable law, Sensorium will not be liable for damages of any kind arising from the use of the Application of purchased Sensorium Online Services, including, but not limited to any indirect, incidental, punitive, special or consequential damages. In no event shall Sensorium's aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to Sensorium during the thirty (30) days immediately prior to the time such claim arose.

# 4. Indemnification.

---

You shall indemnify Sensorium against any and all liabilities, claims and costs incurred by, or made against, Sensorium as a direct or indirect result of Sensorium performing Services or carrying out any work on or to the products where this has been done to your (or your representative's) specific requirements or specifications; causing an infringement or alleged infringement of any proprietary rights of any third party. To the fullest extent permitted by law, and save where expressly set out in any License Terms or in any other agreements between the parties, Sensorium shall have no liability to you in the event of the products or services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the products are or may be the subject of patent, copyright, database right, registered design, trademark or other rights of any third party, you should refer to the relevant terms of the product manufacturer and/or licensor/owner. Sensorium shall only be obliged to transfer to you only such right or title as Sensorium has.

# 5. Governing Law.

---

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

## 6. Place of Jurisdiction.

---

To the fullest extent permissible under applicable law, you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Sale shall be a court of competent jurisdiction located in the Cayman Islands.

## 7. Force Majeure.

---

Sensorium shall not be liable to you, nor held in breach of contract, for any loss or damage which may be suffered as a direct or indirect result of Sensorium being prevented, hindered or delayed in the performance by circumstances beyond Sensorium's reasonable control including (but not limited to) any act of God, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event Sensorium may elect to cancel your order and refund any payments made.

## 8. Entire Agreement.

---

You acknowledge that these Terms of Sale supersede and cancel all previous contracts or agreements whether oral or written, express or implied, between Sensorium and you with regards to your ability to purchase goods or services from Sensorium's Online Services. These Terms of Sale prevail over any other terms or conditions contained in or referred to other agreements between the parties or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted.

No refunds are permitted except with respect to any statutory warranties or guarantees that cannot be excluded or limited by law.