

SENSORIUM VR

TERMS OF USE

LAST MODIFIED ON NOVEMBER 1, 2022

Important: Please read these Terms of Use carefully before continuing to use our products.

Section 22 of this Terms of Use Agreement contains a binding arbitration clause and class action waiver. If you live in the United States, this Section affects your rights about how to resolve disputes that you may have with us.

Please read it carefully.

This Terms of Use (the “Agreement”) is between you and Sensorium AG (“Sensorium”), and applies to the following products and services (together, the “Service”):

- The Sensorium VR software application and associated mobile applications.
- The Sensorium Galaxy website located at: <https://sensoriumgalaxy.com/>.

1. Acceptance of Terms

By continuing to use the Service, you agree as follows:

- 1.1. You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- 1.2. You will use the Service in accordance with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by Sensorium from time to time; and
- 1.3. You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.

If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the Service.

2. Sensorium’s License to You

Sensorium grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Service. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. If otherwise in not specified herein (as amended), You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Service and, if you sell or otherwise transfer a device on which any part of the Service is installed to a third party, you must remove the Service from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Service).

Apple Users: For users who accessed the Service through the Apple App Store, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, the above license is limited to usage on any Apple-branded products that you own or control, and only as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions located at <https://www.apple.com/legal/internet-services/itunes/us/terms.html>. However, the Service may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

3. Messages from Sensorium

You understand that you may receive business-related communications from Sensorium through the Service or through email, such as product and other announcements, and administrative notices. You agree that these communications are not “unsolicited commercial email advertisements” and you agree to receive them.

Marketing-related email messages will be accompanied by instructions for opting out.

4. Third-Party Platforms

Even though you may have purchased or licensed the Service through a third-party platform, such as Valve’s Steam platform, the Apple App Store, the Google Play Store, and others (each, a “Third-Party Platform”), none of the Third-Party Platforms or their owners are a party to this Agreement and they have no obligations to you in connection with the Service.

5. Your Account

- 5.1. **Account Creation.** You need to connect a third-party account in order to use the Service (your “Account”). You may only create an Account if you are at least 16 years old. If you are at least 16 years of age but still a minor in your jurisdiction, your parent or legal guardian must establish an Account with us in order for you to access and use the Service.

You are solely responsible for the activity that occurs on your Account. You agree to keep your Account and devices secure and to notify Sensorium **immediately** of any breach of security or unauthorized use of your Account.

- 5.2. **Accurate Information.** When creating your Account, you promise to provide accurate information related to your Account. You promise to keep this information updated so that it is accurate at all times.
- 5.3. **Suspension of Accounts.** Sensorium may, at our sole discretion, suspend or terminate your Account or your access to the Service should your conduct, in our sole determination, fail to conform with this Agreement or for any other reason.
- 5.4. **Account Privacy.** You agree that there is no expectation of privacy in connection with your interactions with other users in and through the Service. You further agree that the contents of any messages or other communication sent from your Account, whether in or through chats, forums, direct user-to-user communication, or by other means, may be accessed, reproduced, or distributed by Sensorium as it sees fit. Sensorium will fully cooperate with law enforcement and other governmental entities in policing the content of the Service.

5.5. **No Account Purchases and Transfers.** You may not buy, sell, give, or trade any Account, nor attempt to buy, sell, give, or trade any Account. Sensorium owns, has licensed, or otherwise has rights to all the content that appears in-Service, including Accounts.

6. **Safety**

Portions of the Service use virtual reality technology.

You should read carefully the information below before using the Service.

If children will be using the Service, this information should be read and explained to them by an adult.

Adults should supervise children using the Service and monitor them for the occurrence and (or) presence of the symptoms described herein, both while using the Service and at the end of use.

Adults should also limit the amount of time children use the Service and ensure that children take breaks while using the Service or do not use the Service for prolonged periods of time. Children's prolonged use of the Service may have adverse effects on their health, such as impaired hand-eye coordination, balance, and multitasking abilities. Carefully observe the occurrence of these symptoms during and after the use of the Service.

Please note that some people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns, even if they have never experienced epileptic symptoms or have previously been diagnosed with epilepsy. These people may have a seizure when viewing certain images on screens, including virtual reality headsets, including using the Service.

If you or anyone in your family has ever experienced symptoms related to epilepsy (particularly seizures or loss of consciousness) when exposed to flashing lights, you should consult your physician before using the Service.

Parents and guardians should supervise their children while using the Service. Stop using the Service and consult a physician if you or your child experiences any of the following symptoms: disorientation, seizures, eye or muscle twitching, loss of consciousness, vision changes, or involuntary movements.

To reduce the likelihood of a seizure or epileptic symptoms do not use the Service when tired or need sleep and take 10 or 15 minute breaks every 30 minutes while using the Service.

The use of virtual reality technology, including use of the Service, may cause motion sickness in some players.

If you or your child experience dizziness or nausea while using the Service, stop playing and rest. Do not drive, operate heavy machinery, or engage in other difficult or strenuous activities until you feel better. To limit the risk of motion sickness while using the Service, do not use the Service when you are tired, need sleep, are under the influence of alcohol or drugs, have a hangover, have digestive problems, have emotional stress or anxiety, or when you have a cold, flu, headache, migraine, earache or other health problem that may increase your susceptibility to adverse symptoms.

Using virtual technology, including the Service, can make your muscles, joints, skin or eyes hurt. To avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain: (a) avoid excessive using; (b) adults should monitor children; (c) take a 10 to 15 minute break every 30 minutes while using the Service.

If your hands, wrists, arms, eyes or other parts of your body become tired or sore while playing, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before using it again. If you continue to have any of the above symptoms or other discomfort during or after using the Service, stop playing and consult a doctor

While you are using the Service, you also agree to the following safety instructions:

- You agree to always be aware of your surroundings and stay out of any dangerous or inappropriate places while using the Service. This includes watching out for other people, animals, and any hazards or obstacles you may encounter.
- You agree not to use the Service while engaging in any similar activity that requires your full attention.
- You agree that your use of the Service is **at your own risk**, and that it is your responsibility to obtain and maintain any insurance policies (including health, liability, personal injury, medical, life, and others), that are reasonably necessary for any injuries that may be sustained while using the Service.
- You agree that you will supervise any minor children who are using the Service, or if you are a minor, that you will always have parental supervision when using the Service.

Sensorium is not liable for any damage to property, injury, or death that may occur as the result of your failure to review the health and safety precautions or as a result of the interactions between you or your family members and people or objects in or around the play area during your use of the Service. Sensorium is also not liable for any death, injury, or health complications resulting from any epileptic symptoms or conditions which may occur during or as a result of your use of the Service.

7. **Your License to Sensorium; Your Conduct**

7.1. **Your Content.** Any communications or material of any kind that you message, email, post, upload, or otherwise transmit to Sensorium or the public on or using the Service, including text, graphics, images, video, photographs, chat, emails, messages, voice recordings, data, questions, comments, or suggestions are known as your “Content.”

Sensorium does not own your Content. But by posting Content, you represent that you are the owner of the Content or have all of the necessary rights to share them, and you hereby give Sensorium permission to use, re-use, copy, adapt, abridge, amend, distribute, modify, translate, publish, perform, display, develop, reproduce, communicate to the public and to make your Content otherwise available in any form and by any media (whether now known or hereafter devised), including through any on-demand or broadcast service, whether on a commercial or non-commercial basis anywhere in the world, including the right to incorporate any suggestions or feedback into the Service as new or updated features, without limitation.

You acknowledge and agree that by submitting any your Content, or by making any your Content available through the Services, you hereby grant Sensorium a non-exclusive, transferable, sub-licensable, perpetual, worldwide, royalty-free license to use, incorporate into any of Sensorium’s intellectual property, Service or other software, other products, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform, and distribute your Content.

Sensorium will not compensate you with respect to the use of any your Content. Any Content that you post within the Service or using the Service will be visible to the public and neither we nor any of our users owe you any confidentiality obligations in relation to your Content.

7.2. **Conduct Policy.** You are responsible for your conduct as a user of the Service. You agree that you will not engage in conduct (including the sharing of Content) which:

- is threatening, bullying, defamatory, abusive, obscene, extremely violent, lewd, sexually provocative or suggestive, pornographic, or which in any manner could give rise to any civil or criminal liability under applicable law;
- is or could be taken as slurs, hate speech, or attacks on individuals or groups on the basis of race, color, gender, age, religion, national origin, disability, sexual preferences, or gender identity;
- constitutes spam (sending the same message multiple times or to multiple people, or sharing or sending the same content multiple times, will be treated as spam);
- is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
- encourages or constitutes behavior that does not support a safe and comfortable environment for all users, which conduct may include but not be limited to bullying, vigilantism, engaging in any conduct or activity that is threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, suggestive, or explicit, inflammatory, profane, racially or ethnically objectionable or discriminatory, or in any manner encourages inappropriate, disrespectful, abusive, or unlawful conduct or otherwise makes the Service an uncomfortable experience for anyone;
- restricts, inhibits, or discourages any other user from using the Service;
- hacks, modifies or otherwise makes use of automation software (bots) or any other unauthorized third-party software designed to modify the Service experience;
- violates any local, state, federal or international laws or gives rise to civil liability;
- violates or infringes any third-party rights (including but not limited to copyright, trademark, rights of privacy or publicity, defamation or any other proprietary right);
- imposes an unreasonable or disproportionately large load on the Service or otherwise interferes with the Service;
- is a “chain letter,” or constitutes “junk mail”;
- specifies or claims that that you are affiliated with Sensorium when you are not, including without limitation an “Administrator,” “Moderator,” or any other Sensorium employee or agent;
- requests login information from other users;
- “spoofs” (use of any means to disguise your online identity or alter original attribute information, including, but not limited to duplicate accounts);
- uses or possesses programs to “crack” the Service or other Internet security tools;

- contains, or uploads files that contain, viruses, Trojan horses, worms, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Service; or
- anything else that Sensorium, in its sole determination, deems offensive or harmful to the Service or to Sensorium’s integrity or business.

8. **Virtual Items and Currency**

- 8.1. **Virtual Currency and Items.** We offer certain virtual goods, skins, and other downloadable content (collectively, “Virtual Items”) through the Service, purchasable or otherwise earnable using certain virtual currencies that we offer for sale (“Virtual Currency”). Your election to make a purchase of Virtual Currency with real currency will be an offer to Sensorium to purchase at the prices and on the terms set forth on the Service.
- 8.2. **Purchases.** You agree that once purchased you purchase any Virtual Currency or Virtual Items, they have no monetary value and that you cannot exchange them for real money, or any real goods or services. You agree that you have no right or title in or to any Virtual Currency or Virtual Items. You do not **own** Virtual Currency or Virtual Items, but instead you purchase a limited personal revocable license to use them. If there is any balance of Virtual Currency in your account, this does not reflect any stored value.
- 8.3. **Transfers.** Sensorium does not recognize any purported transfers of Virtual Items outside of the Service, or the purported sale, gift, or trade in the “real world” of anything that appears or originates in the Service. You may not sell Virtual Items for “real” money, or exchange those Virtual Items for value outside of the Service.

To be clear, Virtual Items have no real-world value and are licensed to you, not owned by you.

- 8.4. **Refunds.** You agree that all sales of Virtual Currency or Virtual Items are final. We will not refund any transaction once it is completed, unless required by law or by any Third-Party Platform that you use the Service on. If you are a European Union resident, you have certain rights to withdraw from certain purchases. However, when you make a purchase of Virtual Currency or Virtual Items, you agree that we begin providing such Virtual Currency or Virtual Items to you immediately following your purchase, once our servers validate your purchase and credit them to your Account. Therefore, at this point your right of withdrawal is lost. If you have any questions, please contact us for more information.
- 8.5. **Taxes.** When you purchase Virtual Currency or Virtual Items, the purchase price does not include any applicable taxes unless otherwise stated. Therefore, you agree to pay any applicable taxes according to applicable law in your jurisdiction. If required by law, we will provide a VAT invoice to European Union residents who purchase Virtual Currency or Virtual Items.
- 8.6. **Account Termination.** If we terminate your Account for any reason, you acknowledge and agree that you may lose any Virtual Currency or Virtual Items associated with your Account.

9. **Service Content – Other Users and AI Bots**

In using the Service, you may be able to interact with both other Service users (“Users”) and with artificial intelligence-driven chatbots and other virtual personalities (the “AI Bots”). We do not and cannot control the specific responses and actions of AI Bots on the Service. Through these interactions, other

Users and AI Bots will provide responses, chats, messages, audio, and other content through the Service (“User and AI Content”). Because of this, you acknowledge and agree that we do not guarantee the accuracy, integrity, or quality of that User and AI Content. You acknowledge, agree, and understand that when you use the Service, you may be exposed to User and AI Content that is or may be considered offensive, objectionable, indecent, or immoral. You further acknowledge and agree that Sensorium is not liable in any way for such User and AI Content, including any harm or loss of any kind which results from any User and AI Content, or any errors, omissions, or other deficiencies in such User and AI Content.

We may, but are not obligated to, offer reporting functionality on the Service that will allow you provide reports and feedback about other Users and AI Bots to notify us of any objectionable User and AI Content. Otherwise, you may send an email to legal@sensoriumxr.com to notify us.

10. Support Services

Sensorium may, in its sole discretion, provide you with customer and technical support services related to the Service (“Support Services”). Sensorium is not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default of Sensorium under this Agreement. Any supplemental software code provided to you as part of the Support Services will be treated as part of the Service, and as between you and Sensorium will be and remain the sole property of Sensorium and will be subject to the terms and conditions of this Agreement.

Sensorium customer support may be reached by contacting us at legal@sensoriumxr.com. None of the Third-Party Platforms or their owners have any obligation whatsoever, under any circumstances, to provide Support Services with respect to the Service. You agree that you will look solely to Sensorium in connection with Support Services.

11. Modification, Termination, and Monitoring of the Service

Sensorium reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice at any time. You agree that Sensorium will not be liable to you or any third party for any Service modification, suspension, or discontinuance.

Sensorium reserves the right to monitor use of the Service to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any of your Content, User and AI Content, information, or materials, in whole or in part, at our sole discretion. **We reserve the right to refuse access to the Service to anyone, or terminate any Account, for any reason, at any time.**

Sensorium may monitor your Content, User and AI Content, and other Service-related communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Service, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Sensorium or its affiliates or agents monitor your Content and other communications and enforces or fails to enforce the terms of the Agreement. In no event will Sensorium or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by Sensorium or its affiliates or agents.

12. Security of Data Transmission and Storage

Electronic communications using the Service may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Sensorium or between you and other parties. Additionally, your communications and Content on the Service may be publicly available to other parties.

Sensorium and its affiliates and agents are permitted, but not obligated, to review or retain your Content and other communications.

13. **Hyperlinks**

The Service may contain links to other sites and software applications, including through display advertisements (the “Linked Services”). Sensorium does not control the Linked Services, and Sensorium and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security, or privacy of those Linked Services. The fact that Sensorium has provided a link to an external location is not an endorsement, authorization, sponsorship, or affiliation with respect to such Linked Services, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and Sensorium cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Sensorium or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on Linked Services.

14. **Trademarks and Copyrights**

The Service is owned by Sensorium and is protected by United States copyright laws and international treaty provisions. All Service content, trademarks, services marks, trade names, logos, and icons are proprietary to Sensorium or used with permission. Nothing contained in the Service should be seen as granting any license or right to use any trademark displayed in the Service without the written permission of Sensorium or such third party that may own the trademarks displayed in the Service. Your use of the trademarks displayed in the Service, or any other content in the Service, except as provided in this Agreement, is strictly prohibited.

Intellectual property displayed through the Service is either the property of, or used with permission by, Sensorium. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under the Agreement. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

Apple Users: In the event of any third-party claim that the Service or your possession and use of the Service infringes that third party’s intellectual property rights, Sensorium, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

15. **Copyright Complaints**

If you are a copyright owner or their agent, and believe that any content on the Service infringes on your copyrights, you may submit a DMCA notification in writing to our Copyright Agent with the following information described below. When we receive a notice alleging copyright infringement, we will take

whatever action we deem appropriate, within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are claimed, a list of those works on the Service;
- Identification of the material that is claimed to be infringing and that is to be removed disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent may be reached at the following physical or email address:

Copyright Agent
Sensorium AG
Bahnhofstrasse, 10, 6300, Zug, Switzerland

Or by email at: legal@sensoriumxr.com

Repeat Infringement Policy: Any user of the Service that repeatedly infringes third party copyright or other intellectual property rights will have their Account suspended or terminated.

16. Disclaimer of Warranties

Your use of the Service is entirely at your own risk.

The Service is provided by Sensorium on an as-is basis. Sensorium expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Sensorium makes no warranty that (i) the Service will meet your requirements, (ii) that operation of the Service will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Service will be accurate or reliable.

No advice or information, whether oral or written, obtained by you from Sensorium, or through the Service creates any warranty regarding the Service not expressly stated in this Agreement.

To the maximum extent permitted by applicable law, no Third-Party Platform is a party to this Agreement or your purchase or license of the Service. None of the Third-Party Platforms make any warranties, or assume any warranty or other obligations with respect to: (i) the Service, or (ii) any claims, losses, liabilities, damages, costs, or expenses attributable to the Service, including any

warranties arising from claims of infringement of intellectual property or personal rights, products liability, or failure of the Service to perform, execute, or conform to any standard.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

Apple Users: In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Service to you. Additionally, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any, will be Sensorium's sole responsibility.

17. Limitation of Liability

You expressly understand and agree that neither Sensorium nor any Third-Party Platform is liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if Sensorium or the Third-Party Platform has been advised of the possibility of such damages), resulting from the use or the inability to use the Service or any other matter relating to the Service.

You hereby expressly and irrevocably waive, and agree never to assert any claims against any Third-Party Platform that you may have under any theory of law or equity anywhere in the world, in connection with rights licensed under this Agreement, your possession or use of the Service, or the content of the Service. Any claims arising out of the Service are subject to the limitations set forth in this Agreement and may be brought only against Sensorium, as described in Sections 22 and 23 below.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Sensorium and its affiliates will be limited to the fullest extent permitted by law.

Apple Users: Both you and Sensorium acknowledge that Sensorium, not Apple, are responsible for addressing any user claims User or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Service's use of the HealthKit and HomeKit frameworks.

18. Indemnification

You agree to indemnify and hold Sensorium and its affiliates, directors, officers, agents, contractors and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including any negligent act, will Sensorium or its affiliates or

agents be liable for any damages of any kind that result from the use of, or the inability to use, the Service.

19. Your Personal Information

Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. You agree that your use of the Service is subject to the Privacy Policy.

20. Disclosures Required by Law

Sensorium reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Sensorium reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Sensorium to disclose the identity of any user believed to be in violation of this Agreement.

By accepting this Agreement, you waive all rights and agree to hold Sensorium harmless from any claims resulting from any action taken by Sensorium during or as a result of its investigations or from any actions taken as a consequence of investigations by either Sensorium or law enforcement authorities.

21. Legal Compliance

By using the Service, you represent and warrant that (i) you are 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) you are not listed on any U.S. Government list of prohibited or restricted parties.

22. Third-Party Beneficiary

You acknowledge and agree that the Third-Party Platforms are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, any of the foregoing third parties will have the right (and will be deemed to have accepted the right) to enforce this Agreement as a third party beneficiary.

23. Governing Law; Mediation; Jurisdiction

The Agreement, and all future agreements you enter into with Sensorium, unless otherwise indicated on such other agreement, will be governed by the laws of Switzerland. This is the case regardless of whether you reside or transact business with Sensorium, or any of its affiliates or agents, in Switzerland or elsewhere. Unless a dispute would be governed by the terms of Section 22 below, you agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Zug, Switzerland.

For EU users only: In the event of a dispute relating to the interpretation, performance, or validity of this Agreement, an amicable solution can be sought before any legal action. You can file your complaint with Sensorium by sending a message via email to legal@sensoriumxr.com. In case of failure, you can, within one year of the failed request, have recourse to an Alternative Dispute Resolution procedure by filing an online complaint on the European Commission’s Online Dispute Resolution website:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. In the event that out-of-court dispute resolutions fail, the dispute may be brought before the competent courts.

24. **Binding Arbitration**

Any dispute or claim relating in any way to your use of the Service (each, a “Claim”) will be resolved by binding arbitration, rather than in court (except that you may assert claims in small-claims court if your claims qualify). You agree that each Claim must be brought individually.

YOU AND SENSORIUM AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.

The Federal Arbitration Act and federal arbitration law apply to this Agreement and this binding arbitration clause.

Arbitration is a process with no judge or jury – an arbitrator will review the arguments in the dispute and award damages and other relief just like a court would. The arbitrator must follow this Agreement as a court otherwise would. Court review of the arbitration award is limited under the Federal Arbitration Act.

To start an arbitration, you must send an email to legal@sensoriumxr.com describing your Claim and requesting arbitration, or we may do the same by sending a written notice requesting arbitration to your address. The proceedings will be conducted through JAMS, using their Streamlined Arbitration Rules and Procedures. You can view these rules at jamsadr.com or by calling 800-352-5267. The payment of the initial filing fees will be made by the party filing the Claim, and any other filing and other fees will be apportioned as directed by the JAMS rules. The arbitration will take place in Zug, Switzerland, unless the Parties agree to video, phone, or internet connection appearances.

Except as otherwise set forth below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Sensorium will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given (including any attorneys’ fees and costs awarded), and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based.

Notwithstanding the terms of this Section, either of us may bring a lawsuit in court for equitable relief, for any misuse or infringement of intellectual property rights, or for any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Service.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND SENSORIUM WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

You and Sensorium agree that if any portion this Section is found illegal or unenforceable, that portion will be severed and the remainder of the Section will be given full force and effect.

25. Miscellaneous Terms

- 25.1. **Agreement Revisions.** This Agreement may only be revised in writing by Sensorium, or by Sensorium's publication of a new version on the Service.
- 25.2. **Force Majeure.** Sensorium is not liable for any delay or failure to perform resulting from causes outside the reasonable control of Sensorium, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Sensorium's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- 25.3. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sensorium as a result of this Agreement or your use of the Service.
- 25.4. **Assignment.** Sensorium may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without Sensorium's prior written consent, and any unauthorized assignment by you will be null and void.
- 25.5. **Severability.** If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Agreement will be given full force and effect.
- 25.6. **Attorneys' Fees.** In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- 25.7. **No Waiver.** Our failure to enforce any provision of this Agreement will in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 25.8. **Equitable Remedies.** You hereby agree that Sensorium would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- 25.9. **Entire Agreement.** This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and Sensorium with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and Sensorium with respect to the Service.