

## TERMS OF USE

### 1. Background

- 1.1. This document is an electronic record in terms of (i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.2. This document is published in accordance with the provisions of Information Technology Act, 2000 and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use for access or usage of our website [*insert website name and address*] and our application “[*insert name of the application*]” (“**Website**”).
- 1.3. The Website is owned, registered and operated by Microgravity Ventures Private Limited (“**Company**”), a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at 212 DLF Galleria, Mayur Vihar Phase-I Ext. Delhi-110091.
- 1.4. These terms of usage (“**Terms of Use**”) read along with the [Privacy Policy](#) and [Consent and Waiver Agreement](#) constitute a legal and binding agreement between you and the Company and govern your use of the Website and the Services (as defined below) provided through the Website. By clicking the I Agree checkbox, which shall be prompted to you before availing the Service, you shall be deemed to have read, understood and accepted to be bound by these Terms of Use.
- 1.5. For the purpose of these Terms of Use, wherever the context so requires “**you**”, “**your**”, “**user**” or “**customer**” shall mean any natural or legal person who uses the Website for availing the Services. The term “**we**”, “**us**”, “**our**” shall mean the Company.
- 1.6. We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting to the Website and your continued use of the Website, and/or the Services constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website.

### 2. User Account

- 2.1. In order to access or use the Website, you must be “competent” to contract, as understood within the meaning of the Indian Contract Act, 1872. You may use our Services for a minor, however, in such cases, you agree that you have full authority as a parent or a legal guardian or from the parent or legal guardian of such minor. We shall not be responsible for any consequence that arises as a result of misuse of any kind of our products or Services that may occur by virtue of any user including a minor using the Services provided. By using the Company Products (as defined below) or Services, we reserve the right to terminate your subscription and/or refuse to allow you to use the Company Products (as defined below), if it is discovered that, (i) there is no authorisation from a parent or a legal guardian, in case you are a minor; or (ii) if we find out that any information provided by you is inaccurate.
- 2.2. By using the Services and/or Company Products you warrant that all the data provided by you while registering onto the Website is accurate and complete and that you have obtained the consent of parent/legal guardian (in case of minors).

### **3. Services**

- 3.1. The Company provides virtual reality simulation services, virtual reality video games, and other video games (collectively referred to as “**Company Products**”) at its premises (“**Company Premise**”). The Company through the Website offers the users to purchase tickets for use of Company Products (“**Services**”).
- 3.2. Access to and use of the Services shall be internet based. You will be responsible for setting up your own internet and device in order to access the Website and use the Services. Under no circumstances shall the Company be responsible for any internet related issues faced by you.
- 3.3. You agree and acknowledge that we reserve the right to change or suspend any of the Services at any time, including but not limited to the Company Products offered, hours of availability, databases. We also reserve the right to restrict any user from accessing the Website and/or availing the Services at our sole discretion.

### **4. Payment for Services**

- 4.1. In order to avail the Services i.e., to purchase tickets for use of Company Products and Company Premise, you shall make the purchase in the manner specified on the Website.
- 4.2. The price of ticket for every Company Product listed on the Website shall be displayed next to such products. In order to complete your purchase of the ticket you shall be

required to enter your personal information including but not limited to name, address, contact number, email address and payment details. The manner in which we collect, use, store or disclose your personal information and collected on the Website, if any, has been outlined in our Privacy Policy available [here](#).

- 4.3. You understand, accept and agree that we will be using the services of a third-party payment gateway service provider in order to help facilitate payments through the Application. You acknowledge that you will also be bound by the terms and conditions specified by such payment gateway service provider. We do not collect any information regarding your debit/credit card or net banking details used on the payment gateway. The payment facility provided by us, is neither a banking nor financial service. You further agree that, while availing any of the payment options as specified above, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to: (a) lack of authorization for any transactions; or (b) any payment issues arising out of the transaction; or (c) decline of such transaction for any reason.
- 4.4. Confirmation of successful purchase of the ticket will be intimated to you via message and/or email to the contact details provided by you.
- 4.5. All ticket cancellations shall be governed by the Cancellation and Refund Policy.

## **5. Restrictions on use of the Services**

### **5.1. Causing injury or damage to property:**

- 5.1.1. You must use the Company Premise in a responsible manner, and with respect for your own safety and the safety of others. You may be liable to other individuals for their injuries, if such injuries arise from irresponsible, deliberate or reckless behaviour. You shall pay the Company for any damage caused to any part of the Company Premise as a result of irresponsible, deliberate or reckless behaviour.
- 5.1.2. You agree to pay the cost of and authorise the Company to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
- 5.1.3. It is clarified that the costs or damages payable under Clauses 5.1.1 and 5.1.2 above shall be payable by your legal guardian or parent if you are a minor.

- 5.2. You must be in good health and physical condition and free from any medical conditions which may affect or preclude them from safely participating in any activities. For this purpose you are required to disclose specific medical conditions in the Consent and Waiver Agreement at the time of purchasing tickets.

- 5.3. You must comply with all signs, notices, directions, instructions or requests of the Company and the Company reserves the right (in its absolute discretion) to suspend or cancel your access to any of the activities forming part of the Services, without refund or compensation, for non-compliance with the terms specified hereunder, or any signs, notices, directions, instructions or requests made by the Company, or for any unsafe, reckless or careless conduct, to ensure the safety, security or order at the Company Premise, or if the Company considers that the circumstances so require.

## **6. Consent and Waiver Agreement**

You acknowledge and agree that in light of the risks involved as outlined hereunder, the Company requires you (whether on your own behalf or on behalf of a minor) to sign the Consent and Waiver Agreement as a condition of access to the Services and/or Company Premise, and that no access will be granted if you do not sign the Consent and Waiver Agreement. No failure or delay by the Company in exercising any right, power or remedy under these Terms of Use shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

## **7. Gift Vouchers and Promotional Codes**

- 7.1. The Company may introduce gift vouchers and promotional codes from time to time for promotional purposes. The gift vouchers and promotional codes shall be sent to the users either via email or text messages on the contact details provided by the user to us.

### **7.2. Gift Vouchers**

- 7.2.1.** The gift voucher will enable the user to receive discount equivalent to the value of the gift voucher on the price of ticket. The gift voucher codes are unique and can be used repeatedly until the value of the gift voucher is redeemed entirely. The user may transfer the gift voucher to other users.
- 7.2.2.** The gift voucher shall be issued on one-time basis and it shall not be refunded or replaced if such gift voucher is lost, stolen or redeemed by the user.
- 7.2.3.** The gift vouchers shall not be exchanged for cash. The gift vouchers shall not be sold or used to purchase another gift voucher.

- 7.2.4. The Company shall provide the terms and conditions for the use of gift vouchers at the time of introduction of such gift vouchers ("Gift Voucher T&C"). The issuance, redemption, restrictions, cancellation and expiry of the gift vouchers shall be governed by the Gift Voucher T&C.
- 7.2.5. The gift vouchers shall be used for both online and offline booking at the Company Premise.

### 7.3. **Promotional Codes**

- 7.3.1. The promotional codes will enable the user to receive discount equivalent to the value of the promotional code on the price of ticket. The promotional code shall be used for online booking.
- 7.3.2. The promotional code shall be valid for limited period which shall be intimated to the user at the time of introduction of such promotional codes ("**Promo Code Intro**").
- 7.3.3. The Company shall provide the terms and conditions for the use of promotional codes during Promo Code Intro ("**Promo Code T&C**"). The issuance, redemption, restrictions, cancellation and expiry of the promotional codes shall be governed by the Promo Code T&C.
- 7.3.4. No two promotional codes shall be combined together for a booking, unless specified otherwise in the Promo Code T&C. The promotional code shall be used only once unless specified otherwise in the Promo Code T&C. The promotional code shall not be exchanged for cash.
- 7.3.5. In the event the user violates provisions of this Terms of Use read with Privacy Policy and Consent and Waiver Agreement, the promotion code applied by such user shall be deemed to be invalid and no discount shall be provided to such user.

### 8. **Disruption of services**

- 8.1. The Company does not guarantee that the Website will function without interruption or errors in functioning. In particular, the operation of the Website may be interrupted due to maintenance updates, or system or network failures. In the event that you have been charged for the purchase, but you do not receive any confirmation email/message from us regarding the purchase, you may contact us on *[insert email address for redressal of issues]*. The Company will initiate a refund within *[insert day(s)]* day(s) of receiving the complaint.

- 8.2. In the event your entry at Company Premise or use of Company Product is restricted due to any unexpected closure of the Company Premise or technical issues in the Company Product, the Company will initiate a refund of the full amount of the ticket within [*insert day(s)*] day(s) or reschedule your visit on a later date. Provided however that if the Company Premise has been shut down pursuant to a Force Majeure Event, the Company shall not be liable to provide a refund of the ticket amount.

For the purpose of this Terms of Use, “**Force Majeure Event**” shall mean and include any event beyond the Company’s control, including (i) an act of God including but not limited to flood, hurricane, cyclone, typhoon, drought, earthquake, volcanic activity, outbreak of infectious diseases which has an impact of frustrating the performance of this Terms of Use, and any other acts of God which are natural calamity; (ii) transportation strike for a continuous period of seven (7) Business days; (ii) nuclear, chemical or biological contamination; (iii) war, civil commotion or terrorist act; (iv) any act of State or other exercise of a sovereign, judicial or executive prerogative by Government of India, or any competent authority resulting in the appropriation of the assets of the Company or affecting the ability of the Company to open the Company Premise.

## 9. **Intellectual Property Rights**

### 9.1. **Copyright**

- 9.1.1. All content included on the Website and delivered to users as part of the Services, including but not limited to the text, articles, photographs, images, illustrations, info-graphics, video material, audio material, and software used on or incorporated into the Website, is the property of the Company, and is protected by the applicable intellectual property laws. The compilation of all content on this Website is the exclusive property of the Company. You agree not to decompile, reverse engineer or disassemble any content accessible through the Website, not to insert any code or product or manipulate the content of the Website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method. We reserve the right to terminate our engagement if we, in our sole and absolute discretion, believe that you are in violation of this clause.
- 9.1.2. The Company’s content available on or via the Website, are provided to you “as is” for your enjoyment of the Service and hence shall not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company. The Company reserves all rights, not expressly granted in and to the Website and the Services.

- 9.1.3. All content included in the Company Products including but not limited to the text, photographs, content, gameplay, illustrations, video material, audio material and the software used in the Company Products are exclusive properties of their respective owners and do not violate any third party intellectual property rights. However, in the event it is proved that any of the content of the Company Products is found to be in violation of any third party intellectual property rights, the Company shall not be held liable in such event.

## 9.2. **Trademarks**

[●] is the trademark of the Company. The Website, including, but not limited to its text, graphics, logos, along with the button icons, images, scripts and service names constitute trademarks/trade dress of the Company. The trademarks and trade dress of the Company shall not be used in connection with any product or service that is not affiliated with the Company in any manner that is likely to (a) cause confusion among users or potential users; or (b) dilute the rights of the Company; or (c) to disparage or discredit the Company.

## 10. **Limitation and Disclaimer of Warranty**

- 10.1. The Website, the Services and each portion thereof are provided “as is” without warranties of any kind either express or implied. To the fullest extent possible pursuant to Applicable Laws of India, we disclaim all warranties, express or implied, with respect to the Website and the Services and each portion thereof, including, but not limited to any content available on the Website. We also make no representations or warranties that the content made available on the Website will meet your requirements and/or your access to and use of the Services will be uninterrupted or error-free, free of viruses, malicious code, or other harmful components, or otherwise secure.

For the purpose of this Terms of Use, “**Applicable Law**” shall mean, any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority in India having jurisdiction over the matter in question, whether in effect as of the date of these Terms of Use or thereafter.

- 10.2. Under no circumstances shall the Company or any others involved in creating this Website and its contents be liable for any damages or injury, including any direct, indirect, incidental, special, consequential, punitive or other damages resulting from any circumstance involving this Website or its contents (including but not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, misdirected or redirected transmissions, failed internet connections, unauthorized use of

this Website, lost data, delay in operation or transmission, breach of security, line failure, defamatory, offensive or illegal conduct of any user of this Website, or computer virus, worm, trojan horse or other harmful component), even if you have advised the Company in advance of the possibility of such damage.

- 10.3. If you are dissatisfied or harmed by this Website or anything related to the Website, you may terminate this Terms of Use in accordance with Clause 9 below.
- 10.4. The Company does not guarantee that the Website will function without interruption or errors in functioning. In particular, the operation of the Website may be interrupted due to maintenance updates, or system or network failures. In the event of interruption in accessing the Website due to the above-mentioned reasons, the Company shall inform the user of the same, and the Company disclaims all liability with respect to delay in provision of Services due to the same.

## II. **Indemnification**

- II.1. You agree to indemnify, defend and hold harmless the Company, and our affiliates, officers, partners, employees, consultants and representatives, from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorney's fees and related costs and expenses, due to or arising out of: (a) your failure to comply with these Terms of Use; (b) your negligence, omission, act, conduct or behavior whilst availing the Services, using the Company Premise, or being otherwise in the Company Premise, and/or (ii) you making a claim against the Company despite any waiver, release and discharge you may have given (whether under these Terms of Use, the Consent and Waiver Agreement or otherwise); or (c) where any information you submit, email, or otherwise transmit to us violates third party rights or Applicable Laws. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with such defence and in asserting any available defences.

## 12. **Termination**

- 12.1. The Company may terminate these Terms of Use immediately without notice in the event of any breach by you of these Terms of Use or any of our applicable policies, as posted on the Website from time to time or upon a misuse of the Services by you.
- 12.2. You may terminate these Terms of Use, for any or no reason, at any point in time. You acknowledge that for the Services already availed by you, these Terms of Use will continue to apply.



12.3. In the event of any termination or expiration of these Terms of Use, the following sections of these Terms of Use shall survive: all provisions regarding ownership of intellectual property, indemnification, disclaimer of warranties and limitations of liability, and the provisions of this section.

12.4. You agree that upon the termination of these Terms of Use, we may delete all information related to you with respect to the Services availed by you.

### **13. Severability**

13.1. If any part of the Terms of Use are determined to be invalid or unenforceable pursuant to Applicable Laws of India, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

### **14. General**

14.1. Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and the Company in respect of the Website and supersedes all previous written and oral agreements between you and the Company, if any. The Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

### **15. Dispute Resolution**

15.1. In the event of any dispute, controversy or claim arising out of or relating to this Agreement or any subsequent amendments to this Agreement including, without limitation, the breach of the terms hereunder, termination, validity or invalidity thereof, or any non-contractual issues relating to this Agreement (each, a "**Dispute**"), each of the Parties will appoint a designated officer to meet for the purpose of endeavouring to resolve such Dispute amicably or to negotiate for an adjustment to such provision.

15.2. All Disputes, which are not settled pursuant to the issue resolution procedures set forth in Clause 13.1 above, will be referred and settled by final and binding arbitration by a sole arbitrator mutually appointed by the Parties in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time, and the seat of arbitration shall be at New Delhi.

### **16. Governing Law and Dispute Resolution**

- 16.1. These Terms of Use shall be governed by and constructed in accordance with the applicable laws of India without reference to conflict of laws principles. Subject to Clause 13.2 above, the courts in New Delhi, India shall have the exclusive jurisdiction to determine any disputes arising in relation to, or under these Terms of Use.