

## CONSENT AND WAIVER AGREEMENT

### I. **Background**

- I.1. For the purpose of this Consent and Waiver Agreement ("**Agreement**"), all the capitalised words shall have the same meaning as prescribed to them in the terms of use or privacy policy documents available on website run by Microgravity Ventures Private Limited ("**Company**").
- I.2. For the purpose of this Agreement, wherever the context so requires "**you**", "**your**", "**user**" or "**customer**" shall mean any natural or legal person who visits the Company Premise to use the Company Products. The term "**we**", "**us**", "**our**" shall mean the Company.
- I.3. By purchasing the tickets to use the Company Products you are agreeing to the terms and conditions stated in this Agreement.

### 2. **Capacity and Authority**

- 2.1. By agreeing to use the Company Products, you confirm that you are above 18 years of age and not a minor and are competent to contract as understood within the meaning of the Indian Contract Act, 1872.
- 2.2. In the event that you are purchasing the ticket for any minor, then you warrant that you have full authority as or on behalf of the parent or legal guardian of such minor.

### 3. **Acknowledgement of Risk**

- 3.1. The Company Products include virtual reality simulation technology and equipments, use of motion capture and tracking technology, wireless controllers, head mounted virtual reality displays, untethered virtual reality simulation technology and equipment for gaming, simulation, walk throughs, training exercises.
- 3.2. You acknowledge and agree that physical injuries including but not limited to cuts and bruises, broken bones, injuries to other body parts, and mental shock may be caused due to (i) normal use of the Company Products; (ii) negligence on part of the user while use of the Company Products; or (iii) contact with other users. In exceptional

circumstances, users may also suffer permanent disability or death from injuries suffered by use of the Company Products.

- 3.3. You acknowledge and agree that use of Company Products is dangerous and still desire to use the Company Products and stay at the Company Premise at your own risk and expressly assume and accept all risks in relation to Company Premise and Company Products.

#### **4. Waiver**

- 4.1. To the fullest extent permitted by law, you hereby (i) waive any and all claims; (ii) discharge the Company from any liability, arising out of any personal injury or death or any property damage caused due to use of Company Products or otherwise on Company Premise, save and to the extent found to be directly caused by Company's negligence or negligence of any of the employee, agent, supervisor of the Company.

#### **5. Indemnity**

- 5.1. 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 (i) your negligence, omission, act, conduct or behaviour while using the Company Product or by being present on the Company Premise; (ii) any or all claims against the Company despite your consent to this Agreement.
- 5.2. You agree to use the Company Product or stay on the Company Premise in a responsible manner and shall not compromise your own safety and safety of any other person. In the event you cause any physical injuries to other person or damage any equipment related to Company Product, you acknowledge and agree that you shall be liable to pay for such damage caused by you.
- 5.3. The above Clauses 5.1 and 5.2 shall be applicable on the individual who purchases the ticket for any third person or any minor.

#### **6. Unattended Children, Property and Belongings**

- 6.1. You undertake that you will not leave your child unattended in the Company Premise if such child is below the age of 14 (fourteen) years ("**Child**" or "**Children**") at any point of time. The Company and our affiliates, officers, partners, employees, consultants and

representatives shall not be held responsible for security of any unattended Children in the Company Premise.

6.2. You agree and acknowledge that you shall not be allowed to enter the game, if there is no person to supervise your Children. In such cases your entry will be forfeited, and you will not receive any refund for the forfeiture. We recommend that you arrive at the Company Premise with someone to supervise your Children while you are enjoying the game.

6.3. You undertake full responsibility of your own belongings at the Company Premise. The Company shall not be liable in case of any loss or damage to your belongings.

## 7. **Consent for Use of Images**

7.1. You acknowledge that the Company may have installed closed circuit cameras at the Company Premise for security purposes. You hereby provide your consent to videos being taken for security purposes.

7.2. Additionally, you hereby provide your consent to images and videos being taken for promotional purposes. The Company shall be the exclusive owner of such images and videos, and you agree to free publication or use in any form or media of such images and videos without any compensation.

## 8. **Late Arrival**

8.1. You agree and acknowledge that the use of Company Products is in back to back sessions and therefore you must reach the Company Premise at least 30 minutes prior to your scheduled session.

8.2. In case of the virtual reality games and services, the instructor appointed by the Company shall start the suit-up process 5-10 minutes prior to every session. In the event you arrive after the initiation of the suit-up process, you will not be allowed to enter the game.

8.3. You agree and acknowledge that in the event you are not allowed to enter the game due to your late arrival, the Company shall not be liable to refund the ticket price to you.

- 8.4. In the event you book a team virtual reality game or service and any of your teammates are late. You may choose to wait for them, however in such circumstances your in-game time will be reduced accordingly. In such cases decision of the instructor appointed by the Company shall be final and binding.

9. **Compliance**

- 9.1. You warrant that you shall comply with all the signs, signals, notices, directions, and instructions provided by the instructor before, during or after the use of Company Products. In the event you fail to comply with the signs, signals, notices, directions, and instructions provided by the instructor, the Company, at its sole discretion, reserves the right to cancel your ticket and remove you from the Company Premise without any refund or compensation.

10. **Declaration for Use of Virtual Reality Products**

- 10.1. You shall comply with following requirements in order to use some of the Company Products offering virtual reality games and services:

- 10.1.1. You warrant that you and minors (in case the ticket is purchased for the minors) are in good health (both physical and mental) and free from any medical conditions, including but not limited to

- i. Epilepsy and similar seizure disorders;
- ii. Having implanted pacemakers;
- iii. Deafness or severe hearing loss;
- iv. Broken leg or arm and wearing casts;
- v. Being a wheelchair user;
- vi. Heart condition;
- vii. Pregnancy;
- viii. Any other serious illness that is capable of hindering your ability to participate in the gaming events.

- 10.1.2. You acknowledge and agree that use of virtual reality products may affect adversely in case of pregnancy and thus you warrant that you are not more than *[insert months here]* months' pregnant. (*Applicable in case of women*)

- 10.1.3. You have not consumed any liquor, drugs (including prescription drugs if you do not have a prescription from a valid medical professional for the same, which may be required to be produced at the Company Premise) or other narcotics substance, at the time of entering the Company Premise and shall not carry such substances during your presence at the Company Premise.
- 10.2. The Company at its sole discretion, reserves the right to selectively apply the requirements laid down in Clause 10.1 above to the virtual reality games and other services offered in Company Products. You agree and acknowledge that the above requirements may or may not apply to all the Company Products offering virtual reality games and services.
- 10.3. The Company shall not be responsible for your failure to disclose any medical condition laid down in Clause 10.1.1 above, to the relevant staff members at the Company Premise, prior to issuance of a ticket for a gaming event. Further, the Company shall have no liability to refund the ticket amount to you in the event that it is found that you failed to disclose your medical condition at the time of purchasing the ticket.

## **11. Reservation of right of entry**

- 11.1. The Company reserves the right to refuse entrance to anyone found to be in violation of the terms of this Agreement. Further, at its discretion, the Company shall have the right to conduct temperature checks on all players and visitors seeking entry to the Company Premise using thermal temperature scanners, and to refuse entry to any player/visitor found to have a temperature above normal human temperature.
- 11.2. The Company reserves the right to request players / visitors to leave the Company Premise if they are found to be in violation of any of the terms of this Agreement, or any other rules communicated to the players and visitors on their entry into the Company Premise. FURTHER, THE COMPANY RESERVES THE RIGHT TO REQUEST PLAYERS/VISITORS TO EXIT THE COMPANY PREMISE IF THEY ARE FOUND TO BE EXHIBITING KNOWN SYMPTOMS OF COVID-19.

## **12. Severability**

- 12.1. 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.