

MAI LABS
TERMS & CONDITIONS OF USE

This ‘Mai Labs - Terms and Conditions of Use’, contains terms and conditions (“**Terms**”) that constitute a legally binding agreement by and between, Mai Labs Private Limited, a company incorporated under the Companies Act 2013, having its registered office at 4, Bhagwan das Road, New Delhi, India-110001 (“**Company**” or “**We**”), and each end user (which includes a visitor/surfer) (“**You**”, “**you**” or “**user**”) of the Virtual Reality Application of the Company ‘Mayaaverse/Platform’ (“**Mayaaverse**”) available at the Meta Store as may be designated by the Company from time to time.

THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY.

BY ACCESSING THE META STORE OR BY SUBMITTING A REQUEST TO EXPLORE OR VIEW THE VARIOUS VIRTUAL REALITY EXPERIENCES IN MAYAAVERSE, YOU ARE DEEMED TO HAVE READ, ACCEPTED, EXECUTED, AND AGREED TO BE BOUND BY THE TERMS AND THE OTHER TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY PROVISION OF THE TERMS, YOU SHALL NOT USE/ACCESS MAYAAVERSE IN ANY MANNER.

1. DESCRIPTION OF SERVICES

- 1.1 The Company operates a virtual reality digital experience platform by the name of ‘Mayaaverse’ accessible on the Meta Store wherein the users with a Meta Quest VR headset (“**MQ Headset**”) can explore various virtual immersive experiences including but not limited to Real Estate 2BHK Villa tours, Meditation and Temple scenes, Virtual Art Gallery experience centre. (“**Immersive Experiences**”).
- 1.2 The Mayaaverse has been made easily available for the people who have a registered Meta Account as users by satisfying the eligibility criteria and completing the signup process on the Meta Store. A visitor or surfer of the Mayaaverse can access the Mayaaverse may also need to register on the Platform by complying with all the applicable provisions of these Terms and providing basic information (“**Registered Users**”).
- 1.3 The Registered Users can access Mayaaverse using Account credentials and a MQ Headset to explore the Immersive Experiences on the platform without the requirement of any subscription fee/plan.
- 1.4 The interaction between the Registered Users on Mayaaverse would be governed by the Company and in case of any dispute arising out of or in connection with a transfer or interaction between Registered Users on Mayaaverse, the decision of the Company shall be binding on all the parties.

2. REGISTERED USER'S ACCOUNTS

- 2.1 An account may be created on the Platform for every Registered User after satisfying the onboarding process mentioned on the Platform (“**Account**”).
- 2.2 By registering on Meta you understand that the Company reserves the right, in its sole discretion, to deny you access to Mayaaverse or any portion thereof without notice for the following reasons: (i) any unauthorized access or use by you; (ii) if you violate any provision of the Company’s policies which includes the Terms, Privacy Policy, or any other policy enacted and posted by the Company from time to time; (iii) a direction from any governmental authority; (iv) if the Company is of the opinion that your Account is being used for immoral or unlawful purposes or the transaction being made through your Account are suspicious; or (v) you fail to adequately response to the Company’s intimations or queries raised with respect to your Account.
- 2.3 You agree and understand that You are are solely responsible for keeping your Account secure and you shall never share credentials of your Account with anyone.
- 2.4 The Company shall always have the authority to remove any or all of your Content from any of the Company’s platforms if such Content has violated the principles of the Company’s Content Security Policy.
- 2.5 If you feel the security of your Account has been compromised, you shall immediately report it to us at hello@mai.io . The Company bears no responsibility or liability for any unauthorized access or use of the Account or any loss or damage arising out of, or in relation to such unauthorized access or use.

3. USER CONDUCT

- 3.1 Unless specified otherwise, we offer You access to the Mayaaverse solely for your personal uses. You agree to access or use the Mayaaverse only for legal purposes that are permitted by these Terms. To protect our community and comply with legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated the Terms. This may *inter alia* include terminating your Account; limiting or disabling your access to use Mayaaverse and/or its services; or use our; and/or taking other actions we deem necessary in our sole discretion.
- 3.2 As a Registered User, you undertake that all the information provided by you during the registration was true and accurate and that there has been no unreported change in such details till date.
- 3.3 As a user of the Mayaaverse, you agree to uphold all relevant laws, contractual obligations, and the rights of third parties. You are prohibited from:
 - a) Engaging in any activities that may harm, disable, overburden, or disrupt the normal functioning of Mayaaverse, or impede the enjoyment of other users.

- b) Attempting to obtain materials or information through unauthorized means that are not made explicitly accessible by the Company through Mayaaverse.
- c) Promoting your own professional services, particularly if you are associated with real estate agencies, brokers, salespersons, or other professional entities, without proper authorization.
- d) Inappropriately accessing, collecting, storing, disclosing, transferring, or using any information acquired or derived from a user's access to or use of Mayaaverse without explicit consent or authorization.
- e) Disseminating software or interacting with any Application Programming Interface (API) in a manner that could potentially harm, disable, overburden, or impair the regular operation of Mayaaverse.
- f) Attempting to reverse engineer, duplicate, decompile, disassemble, decode, or engage in any activity that might lead to the discovery of source code or bypassing measures implemented to prevent or restrict access to any Mayaaverse service, section, or code.
- g) Engaging in any form of fraudulent or deceptive activity on the Mayaaverse, including but not limited to manipulating prices, engaging in scams, or misrepresenting information.
- h) Violating the privacy rights of other users or disclosing their personal information without their explicit consent.
- i) Creating, distributing, or promoting content that is illegal, defamatory, threatening, harassing, hateful, discriminatory, or otherwise offensive or harmful.
- j) Using Mayaaverse for any illegal or unauthorized purpose, including activities related to money laundering, terrorist financing, or other illicit financial practices.
- k) Encouraging or facilitating any activity that violates Mayaaverse's Terms or any applicable laws.
- l) Engaging in any form of unauthorized advertising or spamming on Mayaaverse.
- m) Violating any policies, guidelines, or rules established by Mayaaverse that are communicated to you through the platform or through official channels.
- n) Evading or attempting to evade any restrictions or limitations imposed by Mayaaverse on your account or usage, including but not limited to creating multiple accounts without proper authorization.

4. **THIRD PARTY SERVICES**

- 4.1 Certain services on Mayaaverse may display, include or make available content, data, information, applications, or materials from third parties ("**Third Party Materials**") or provide links to certain third-party websites. By using Mayaaverse, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites.
- 4.2 Company and its officers, affiliates, and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you. The use of such third-party services shall be strictly in accordance with the respective terms and conditions of such third parties.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Unless otherwise stated by the Company, the Site, all content, and other materials contained therein, including, without limitation, the Company's logo, and all designs, text graphics, pictures, information, data, software, and files relating to Mayaaverse ("**Our Content**") are the proprietary property of the Company or our affiliates, licensors, or users, as applicable.
- 5.2 The Company logo and any Mayaaverse product or service names, logos, or slogans that may appear on the website or elsewhere are the proprietary property of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. Unless otherwise stated, you may not use any Our Content without our express written permission.

6. **FORBIDDEN ACTIONS**

- 6.1 In pursuance of your using Mayaaverse, you affirm that you will not:
- (i) Supply any information which is inaccurate, erroneous or misleading.
 - (ii) Be a part of any transaction that involves any illegal activity.
 - (iii) Try to deliberately defraud (or assist to defraud) the Company or any of its users or suppliers.
 - (iv) Tamper with or alter or attempt to tamper/alter the display and characteristics of the algorithm and/or use the algorithm for any fraudulent or mischievous activities.
 - (v) Contravene (or assist anyone in contravening) any law, ordinance, statute, rules or regulations that are in force and are applicable to you.
 - (vi) Seek to gain access to any of the user's accounts, services or networks of the Company without due authorization.

- (vii) Utilize the services of the Company to do any act which will be detrimental to the Company, its users, suppliers or any other third party.
- (viii) Infringe the intellectual property rights or the privacy of the Company, users, its suppliers, or any third party.
- (ix) Transfer or exhibit any photos, videos, texts or any other media that will be illegal, violent, obscene, pornographic or any other material over which someone else holds a copyright.
- (x) Contravene any public interests, morals or the true interests of others including any actions that would interfere with or negatively affect or prevent other users from accessing Mayaaverse.
- (xi) Upload, send or distribute to or through Mayaaverse any computer viruses, worms or any software meant to damage or modify a computer system or data.
- (xii) Interfere with, disrupt, or create extreme pressure on servers or networks related to Mayaaverse, or contravene their policies or procedures.
- (xiii) Try to reverse engineer, decompile, disable, copy, or disrupt the integrity or performance of Mayaaverse.
- (xiv) Use Mayaaverse in order to build a competitive product or service or take any ideas, features, or media from Mayaaverse for the purpose.

6.2 **Enforcement:** By using the services of the Company, you agree that the Company reserves the right to probe any violation of any of the Terms. If you are found guilty of a violation, the Company also has the right to take appropriate actions under appropriate regulations without your consent or prior intimation.

7. ASSUMPTIONS OF RISK

7.1 General Assumptions of Risk:

- (i) The Company will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on Mayaaverse. The Company does not represent or warrant that any content on Mayaaverse is accurate, complete, reliable, current or error-free.
- (ii) The Company makes no warranty that the services provided through Mayaaverse will meet your requirements, or that Mayaaverse will be uninterrupted, timely, secure, or error-free. This includes loss of data, or any service interruption caused due to any reason whatsoever. The Company is not responsible for transmission of errors, corruption of data.
- (iii) Under no circumstances, the operation of all or any portion of Mayaaverse will be deemed to create a relationship that includes the provision or tendering of investment advice.
- (iv) The Company shall act within the bounds of the applicable laws. The Company endeavours to abide by the data privacy laws and regulations as per applicable laws and hence, may report the suspicious transactions done by You on Mayaaverse to the appropriate authorities.

8. AMENDMENT TO THE TERMS

Any changes to be made to the Terms will be effective once published on the application or upon release to the users of Mayaaverse. Your continuous use of Mayaaverse or the services available therein is considered your acceptance of such amended terms. If you do not agree to any amendments in the Terms, you must stop using Mayaaverse effective immediately. Frequent viewing of the Terms is recommended for a better understanding of the Terms that apply to access and use of Mayaaverse.

9. PROHIBITION OF USE

Upon the access and use of Mayaaverse, You represent and confirm that you are not a part of any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), etc. The Company reserves the right to decide markets and jurisdictions to conduct business and may restrict or prohibit, as per discretion, the use of Mayaaverse in certain countries or regions.

10. DISCLAIMER

- 10.1 Mayaaverse is provided by the Company on an “as is” and “as available” basis and the Company makes no representations or warranties of any kind, express or implied, as to the operation of Mayaaverse or the information, content included on Mayaaverse. You expressly agree that your use of Mayaaverse is at your sole risk. The Company reserves the right to withdraw or delete any information from Mayaaverse at any time at its discretion.
- 10.2 You agree that your use of Mayaaverse shall be at your sole risk. To the fullest extent permitted by law, the Company, its officers, directors, employees, and agents exclude all warranties, express or implied, in connection with Mayaaverse and your use thereof.
- 10.3 We have exerted reasonable efforts to ensure that all information published on Mayaaverse is accurate at the time of posting; however, there may be errors in such information for which we shall have no liability. We reserve the right to remove or alter any of the information contained on Mayaaverse at our sole discretion.
- 10.4 We shall make best endeavours to ensure that the services provided on Mayaaverse are error-free and secure, however, neither the company nor any of its partners, licensors or associates makes any warranty that (i) Mayaaverse will meet users' requirements; (ii) Mayaaverse will be uninterrupted, timely, secure, or error-free; (iii) the quality of Mayaaverse, information, or other material that users obtain through Mayaaverse will meet users' expectations.
- 10.5 To the extent permitted by law, the company shall not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages, whether arising from or relating to these platform terms, Mayaaverse, our content or third-party materials, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data,

and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if the company has been advised of the possibility of such damages.

- 10.6 To the fullest extent permissible by law and notwithstanding anything to the contrary contained in the Terms, in no event shall the maximum aggregate liability of the company exceed USD 1000.
- 10.7 Your use of Mayaaverse and/or purchase of any media and/or Mayaaverse does not constitute any form of partnership/venture/investment/unit subscription/ voting share/collective investment/financial assistance or any other collaboration between you and us.

11. PRIVACY POLICY

- 11.1 We respect the privacy of every individual and endeavor to establish best practices while processing personal data which is collected, transferred, collated, and accessed by us.
- 11.2 At the time of your registration/sign-up and during your use of our platform, we collect data, information which may be personal or sensitive personal data. The information is processed according to the category of data and in compliance with the applicable data privacy laws.
- 11.3 Any information that is collected by us is used for specific and legal purposes in accordance with our Privacy Policy available at <https://www.mai.io/PrivacyPolicy.pdf>.

12. INDEMNIFICATION

You shall fully indemnify, defend and hold harmless the Company its affiliates and its employees and directors, from and against any and all liability, claims, demands, actions, damages, costs, expenses, proceedings or investigations, whether judicial or administrative in nature, and/or other losses of any kind whatsoever (including, without limitation, reasonable attorneys' fees) (hereinafter referred to as the “**Claims**”), of whatever type and nature which shall be caused (directly or indirectly) by, arising out of, or in any manner be connected with the following:

- (i) Any breach of the Terms or any other terms and policies of the Company incorporated in the Terms by reference;
- (ii) Any violation of applicable, state or local laws or regulations by you including claims by government, regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with your failure to comply with its regulatory/legal requirements and compliances;
- (iii) Taxes/charges/cess/levies (and interest or penalties assessed thereon) against the Company that is your obligation;

- (iv) Inaccuracy or incompleteness of any Account information, Content or other information provided or submitted by you in connection with your use of Mayaaverse.

13. ARBITRATION

All or any disputes, controversy or claim, arising out or touching upon or in relation to the Platform Terms, including the interpretations and validity of the terms hereof and respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration of a sole Arbitrator appointed mutually by the Parties. Arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The Seat and Venue of the Arbitration shall be in New Delhi, and the arbitration shall be conducted in English language.

14. MISCELLANEOUS

- 14.1 **Waiver**: The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by the Company to enforce or insist upon strict compliance with any provision of the Terms shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of the Terms shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.
- 14.2 **Severability**: Each of the provision of the Terms is separate and severable from the other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 14.3 **Entire Agreement**: The Terms and conditions set out in these Platform Terms by reference, constitute the entire agreement between the user and the Company with respect to the subject matter hereof.