

MAI CITY

TERMS AND CONDITIONS OF USE

This document contains terms and conditions that constitute a legally binding agreement by and between, **Mayaa-Verse Creations Private Limited**, a company incorporated under the Indian Companies Act, 2013 (*hereinafter referred to as the “Company “or “we”*) and each end user (which includes a visitor/surfer) (“**You**”, “**you**” or “**user**”) of the “Mayaaverse Platform” available at “mayaaverse.com” as may be designated by the Company from time to time.. It is a virtual Experience space developed by the Company to provide users with the experience of virtual reality and augmented reality.

THESE TERMS PROVIDED IN THE SITE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE USER AND THE COMPANY.

BY ACCESSING MAYAAVERSE IN ANY FORM, YOU ARE PRESUMED TO HAVE READ, ACCEPTED, EXECUTED, AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS AND OTHER TERMS AND CONDITONS SO REFERRED. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THESE TERMS, YOU SHALL NOT USE/ ACCESS THE MAYAAVERSE IN ANY MANNER.

1. MAYAAVERSE PLATFORM

- 1.1. The Company has developed a decentralized immersive experience Platform, which is engineered to converge virtual and physical realities together, powered by the state-of-the-art Kalptantra blockchain technology.
- 1.2. The Company has developed a Virtual City in the Mayaaverse Platform, in the name and style of ‘**Mai City**’, where users can have experience of Virtual Reality and Augmented Reality, wherein users can also attend or organize business meetings, conferences, movies, concerts, etc. (“**Virtual Experiences**”), from the comfort of their homes. The Company delivers a drastic paradigm shift in human interaction and the computing revolution, which merges social media and gaming into interconnected virtual experiences.

- 1.3. Mayaaverse Platform is not a payment gateway wallet provider, broker, financial institution, or creditor. Some payment gateways or aggregators may be engaged by the company to facilitate transactions on the platform.
- 1.4. Mayaaverse Platform is exclusively accessible to individuals who have registered as users by meeting the eligibility criteria outlined in Clause 3 and completing the On-Boarding KYC Process (“**Registered Users**”). Visitors or unregistered users exploring Mayaaverse Platform must also adhere to all relevant provisions outlined in the Terms, including but not limited to the eligibility criteria specified in Clause 3.
- 1.5. The interaction between the Registered Users on Mayaaverse Platform will be governed by the Company and the decision of the Company shall be final in any case of disagreement or dispute.
- 1.6. The Company shall not allow any unregistered user to post, upload, purchase or create any of the contents of the Company on the Mayaaverse Platform.

2. **DEFINITIONS**

- 2.1. “**Company**” shall mean Mayaa-Verse Creations Private Limited.
- 2.2. “**Platform**” shall mean Mayaaverse Platform developed by the Company.
- 2.3. “**Product**” shall mean the ‘Mai City’ developed by the Company.
- 2.4. “**Payment Gateway**” shall mean the third party software protocol that communicates with the issuer or any of the Facility providers to *inter alia*: (i) transmit information pertaining to the Payment Instrument in order to facilitate the completion of Authentication and Authorisation; (ii) receive the Transaction Amount in the Nodal Account following Authentication and Authorisation; and (iii) settlement of the Transaction Amount (subject to Permissible Deductions) into the user’s account.
- 2.5. “**Service**” shall mean the services provided to the users in Mayaaverse Platform.
- 2.6. “**User**” shall mean the entity that uses the Mayaaverse Platform.

3. **ELIGIBILITY CRITERIA**

- 3.1. By accessing the Mayaaverse Platform, you agree and warrant that:
 - (i) You are capable of entering into a legally binding agreement.
 - (ii) The information provided by you in the Mayaaverse Platform is true and accurate.
 - (iii) You have the authority and capability to enter into this agreement and to abide by the provisions of these terms and conditions.

- (iv) You are not impersonating any person or entity.
- (v) You are not subject to any financial sanctions, embargoes or other restrictive measures imposed by the UK Treasury, US Office of Foreign Assets Control (OFAC), United Nations Security Council, European Union, any EU country, or any governmental or inter country authority (“**Sanctions**”).
- (vi) You are not currently suspended or banned by the Company from accessing the any platform specifically Mayaaverse platform.
- (vii) You are not a politically exposed person.
- (viii) The jurisdiction in which you are situated does not prohibit you from using the Mayaaverse Platform.
- (ix) You are compliant with all the applicable laws which include but are not limited to money laundering laws, taxation laws, securities laws, competition laws, foreign exchange laws and anti-terrorism laws.

3.2. Kindly note that if a User is an entity and not an individual, such user warrants that it, as an entity, and all its stakeholders (shareholders, directors, ultimate beneficial owners) in their individual capacity, are eligible to access the Mayaaverse Platform based on the above-mentioned criteria and the individual accessing the Mayaaverse Platform on behalf of such entity is authorized to do so by the entity who is the ultimate user.

4. **REGISTERED USER**

- 4.1. An account will be established on Mayaaverse Platform for each Registered User upon the successful completion of the entire On-Boarding KYC Process (referred to as the "**Account**"). This Account will include a unique identity in the database.
- 4.2. Upon registering on the Mayaaverse Platform, you acknowledge that the Company retains the right, at its sole discretion, to deny you access to the entire Mayaaverse Platform or specific parts of it without prior notice for the following reasons: (i) unauthorized access or use by you; (ii) violation of any provision within the Company's policies, encompassing these Terms, Privacy Policy, Creator’s Undertaking, or any other policy established and posted by the Company periodically; (iii) directives from any governmental authority; (iv) if the Company believes your Account is being used for immoral or unlawful purposes, or if transactions through your Account raise suspicions; or (v) if you inadequately respond to the Company's notifications or queries related to your Account.

- 4.3. You represent and warrant that you have or have obtained all rights, licenses, authorities, and consents over the Content that you post through your Account and shall continue to have all the associated rights in your Content.
- 4.4. You agree to indemnify and defend the Company from any action brought against the Company to the extent that such action is based on a claim that any aspect of the Content infringes any third-party patents, copyrights, or any other intellectual property rights.
- 4.5. If you feel the security of your Account and/or the Mayaaverse Platform has been compromised, you shall immediately report it to us at hello@mayaaverse.com . 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.

5. MAYAAVERSE PLATFORM VIRTUAL EXPERIENCES LICENSE AND SCOPE OF SERVICE

- 5.1. The Company hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license for Customer to use Mayaaverse platform, subject to these Terms, for the Initial Subscription Term and any Renewal Term and pricing as specified in the Order Form. The Company reserves the right to enhance or modify features of the Mayaaverse platform, but except as set forth herein, will not materially reduce the core functionality or discontinue the Mayaaverse Platform without providing prior written notice to Customer. Customer will receive standard updates to the Mayaaverse Platform that are made generally available by the Company during the term specified in the Order Form.
- 5.2. Your relationship with the Company is limited to that of an independent third party, and it does not establish an employer-employee, agency, joint venture, franchise, sales representative, or partnership relationship with the Company under any circumstances. You explicitly agree that you operate solely on your own behalf and for your own advantage, and not as a representative or beneficiary of the Company.
- 5.3. The Company does not assure the continuous availability or accessibility of the Mayaaverse Platform. The Company reserves the right to limit or restrict the availability of the entire Mayaaverse Platform or specific features, either wholly or partially, without prior notice.

6. **THIRD PARTY SERVICES**

- 6.1. Various services offered on the Mayaaverse Platform may exhibit, incorporate, or provide access to content, data, information, applications, or materials sourced from third parties ("**Third-Party Materials**") or furnish links to specific third-party websites. When utilizing the services of the Mayaaverse Platform, you recognize and consent that the Company is not responsible for scrutinizing or assessing the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other facet of such Third-Party Materials or websites.
- 6.2. The Company, along with its officers, affiliates, and subsidiaries, does not guarantee or endorse, and disclaims any liability or responsibility to you or any other individual for any third-party services, Third-Party Materials, or websites, or for any other materials, products, or services provided by third parties. Third-Party Materials and links to other websites are presented solely for your convenience. The utilization of such third-party services must strictly adhere to the respective terms and conditions established by those third parties.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1. 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 the Company or its product i.e., Mayaaverse Platform ("**Our Content**") are the proprietary property of the Company or our affiliates, licensors, or users, as applicable.
- 7.2. The Company logo and any Mayaaverse Platform product or service names, logos, or slogans that may appear on the Site 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 Our Content without our express written permission.

8. **GRIEVANCE REDRESSAL COMMITTEE**

- 8.1. As a company, we recognize the significance of an effective dispute resolution mechanism and have established a Grievance Redressal Committee (**GRC**) to handle and resolve user complaints and feedback. In case of any dispute or concern, please submit a complaint to the GRC, including all relevant facts, evidence, supporting documents, and materials. You can send such a complaint via email to hello@mayaaverse.com .
- 8.2. Following the complaint, the GRC will investigate the alleged violation and provide the user with an opportunity to submit a response/explanation to the accusation.
- 8.3. After a fair adjudication process, the GRC will issue a final order. The decision of the GRC in such matters is conclusive and binding on all involved parties.

9. **FORBIDDEN ACTIONS**

- 9.1. In pursuance of your using the Mayaaverse Platform, 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) Contravene (or assist anyone in contravening) any law, ordinance, statute, rules or regulations that are in force and are applicable to you.
 - (v) Seek to gain access to any of the user's accounts, services, or networks of the company without due authorization.
 - (vi) 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.
 - (vii) Infringe the intellectual property rights or the privacy of the Company, users, its suppliers, or any third party.
 - (viii) Transfer or exhibit any photos, videos, texts, or any other media that will be illegal, violent, obscene, and pornographic or any other material over which someone else holds a copyright.
 - (ix) 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 the Mayaaverse platform.
 - (x) Upload, send or distribute to or through the Mayaaverse Platform any computer viruses, worms or any software meant to damage or modify a computer system or data.
 - (xi) Interfere with, disrupt, or create an extreme pressure on servers or networks related to the Mayaaverse platform, or contravene their policies or procedures.
 - (xii) Try to reverse engineer, de compile, disable, copy, or disrupt the integrity or the performance of the Mayaaverse platform.
 - (xiii) Use the Mayaaverse Platform in order to build a competitive product or service or take any ideas, features, or media from the Mayaaverse Platform for the same.

- 9.2. 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 and conditions mentioned in the Terms. If found guilty of violation, the Company also has the right to take appropriate actions under appropriate regulations without your consent or prior intimation.

10. **AMENDMENT TO THE POLICY**

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

11. **COMPLIANCE**

- 11.1. You are responsible solely for making sure that your use of the Mayaaverse Platform is compliant with all laws, rules, and regulations applicable to you.
- 11.2. Your right to access the services is automatically revoked where its use is prohibited or to the extent that the offering of the services on the Mayaaverse Platform violates any law, rule or provision applicable to you.

12. **PRIVACY POLICY**

- 12.1. We hold a commitment to safeguarding the privacy of each individual and strive to implement optimal practices in the handling of personal data, whether collected, transferred, compiled, or accessed by us.
- 12.2. When you register or sign up and throughout your utilization of Mayaaverse Platform, we gather data and information, some of which may be personal or sensitive personal data. The processing of this information aligns with the data category and is carried out in adherence to relevant data privacy laws.
- 12.3. All information collected by us is employed for a well-defined and lawful purpose in accordance with our Privacy Policy, accessible at [Privacy Policy MAYAA-VERSE CREATIONS PRIVATE LIMITED.docx](#)

13. **INDEMNIFICATION**

You are obligated, at your own cost, to indemnify and protect the Company against any legal action initiated against the Company, to the extent that the action is founded on an assertion that any element of your Content that you generated, sold, or own, or any activity by you that violated any law, or has caused loss to the company.

14. **REFUND POLICY**

There will not be any refund of any fees or other amounts paid by you or any user in connection with the services provided by the Company. If the transaction in the Mayaaverse Platform fails, or any other payment related queries you may seek assistance by mailing your query at hello@mayaaverse.com .