

## **TERMS AND CONDITIONS**

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE:**

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As an EdTech company, Metabook XR owns the Intellectual Property Rights of its AR/VR solutions. We provide these solutions to learners and educational institutions subject to the following conditions. If you visit or shop within this website, you accept these conditions. Please read them carefully.

As per G.S.R. 314(E), in the exercise of the powers conferred by clause (zg) of subsection (2) of section 87 read with sub-section (2) of section 79 of the Information Technology Act, 2000 (21 of 2000) we, Metabook XR, have published the Terms and Conditions, Privacy Policy and Web User Agreement for access and/or usage of our Website: <http://metabookxr.com>. Our policy is to respond to guidelines of intermediary due diligence that comply with the formalities of Information Technology Act, 2000, its amendments along with the provisions of The Digital Personal Data Protection Bill, 2022 and ISO/IEC 27001:2022 STANDARDS.

These terms and conditions are an electronic record in the form of an electronic contract formed under the Information Technology Act, 2008 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2008.

This document is published and shall be construed in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011 under Information Technology Act, 2000; that require publishing of the privacy policy for collection, use, storage and transfer of sensitive personal data or information.

Please read these terms and conditions carefully before you click on “I agree”. By using the website, you indicate that you understand, agree and consent to these terms and conditions. If you do not agree with these terms of this website, please do not use this website. You hereby provide your unconditional consent for terms and conditions to “Metabook XR” as provided under section 43(a) and section 72(a) of Information Technology Act, 2000.

**SOFTWARE:**

Any software, including any files, usages generated by the software, code, and data accompanying the software (collectively, "software"), used or accessible through this site may be used by you solely for accessing and using this site for purposes expressly stated on the site, provided that such uses are not competitive with or derogatory to Metabook XR. Metabook XR retains full and complete title to and all intellectual property rights in the software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any software.

**USER CONDUCT:**

In using this site, you agree:

- (a) not to disrupt or interfere with the security of, or otherwise abuse, the site, or any services, system resources, accounts, servers or networks connected to or accessible through the site or affiliated or linked web sites;

- (b) not to disrupt or interfere with any other user's enjoyment of the site or affiliated or linked web sites;
- (c) not to upload, post, or otherwise transmit through or on this site any viruses or other harmful, disruptive or destructive files;
- (d) not to use or attempt to use another's account, service or system without authorization from METABOOK XR, or create or use a false identity on this site;
- (e) not to transmit through or on this site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- (f) not to share METABOOK XR username and password to others either on or off the site;
- (g) not to attempt to obtain unauthorized access to the site or portions of the site which are restricted from METABOOK XR access; and,

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, including but limited to India, that relate to your use of or activities on this site. This site is controlled and operated in India. If you are in a jurisdiction which restricts you from accessing this site, do not access or use this site. METABOOK XR makes representation that the site is appropriate or available for use outside the India.

**SERVICE AVAILABILITY:**

We may change or end any Service or modify our prices prospectively. We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

## **PRIVACY POLICY:**

You acknowledge that Metabook XR may use the data collected in the course of our relationship for the purposes identified in our privacy policy, which is incorporated by reference as if fully set forth in these terms of use.

## **INFORMATION SECURITY:**

We use appropriate and proper security measures to keep your personal information safe and secured. We also apply **ISO / IEC 27001:2022, ISO 9001:2015 STANDARDS** which assures you that we follow the entire standard and that we keep your information safe and secure.

## **LINKS AND THIRD-PARTY CONTENT:**

This site may, from time to time, contain links to other web sites. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by Metabook XR, of or responsibility for the linked web sites or any content, services or products available on or through such sites.

## **LINKS FROM OTHER WEB SITES:**

All links to this site must be approved in writing by Metabook XR, except that Metabook XR consents to links in which:

- (1) the link is a text-only link containing only the title of the home page of this site,
- (2) the link "points" only to the home pages of the site and not to deeper pages,
- (3) the link, when activated by a user, displays this home page of the site full-screen and not within a "frame" on the linked web site.

## **APPROPRIATE ACCESS & CONDUCT OF USER AND CONTENT:**

You may not use the Metabook XR service for any illegal or unauthorized purpose. All users agree to comply with all Indian laws & regulations. You are solely responsible for your conduct and any data, text, information, graphics, that you submit, & post on to Metabook XR. Other examples of illegal or unauthorized uses include, but are not limited to:

- Modifying, adapting, translating, or reverse engineering any portion of the service.
- Removing any copyright, trademark or other proprietary rights notices contained in or on the service.
- Using any robot, spider, crawler, Application search/retrieval application, or other devices to retrieve or index any portion without written consent.
- Creating user accounts by automated means or under false or fraudulent pretenses.
- Creating or transmitting unwanted electronic communications such as “spam,” or chain letters to or otherwise interfering with other user’s enjoyment of the service by blocking.
- Submitting data of any third party without such third party’s prior written consent.
- Submitting data of any third party without such third party’s prior written consent.
- Submitting Materials that infringe misappropriate or violate the intellectual property, e-learning students, privacy or other proprietary rights of any party.
- Transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature.
- Violating any laws, regulations or code of conduct, which are in force.

- Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;

While Metabook XR prohibits such conduct on its Website, you understand and agree that you nonetheless may be exposed to such misuse or blocking by other users and that you use the service at your own risk. Without the specific approval from Metabook XR, you shall not, directly or indirectly, pass on any material provided by Metabook XR, whether or not through this Website, to other organizations or individuals outside your organization. You also agree not to share your access details (login and password) with any other person within or outside the organization/company.

Persons who are "competent/capable" of contracting under the Indian Contract Act of 1872 are eligible to register on the Website and for all the products or Services of Metabook XR. Being an EdTech Company, our products and services are meant to be used by children/students. If a child below the age of 13 years is using our headsets, he/she must use it under the supervision of any person who is 18 (eighteen) years or older. For all the children below the age of 18 years using the Website / Application/ Services of Metabook XR, it is considered that he or she has gained the approval of the legal guardian or parents and that such usage is permitted by the legal guardian or parents.

Metabook XR will not be liable for any consequences resulting from the misuse of any of our Website or any of our products or services by any individual, including a juvenile, registering for the Services/products offered. By using the products or services, Users represent that all of the information

Users give is accurate and complete, and that the student using the Website has gotten the approval of a parent/legal guardian (in the case of minors).

The Company reserves the right to cancel your subscription and/or refuse to provide you with access to the Products or Services if it is discovered that user is under the age of 18 (eighteen) years and have not obtained consent from their parent/legal guardian to use the products or Services provided by Metabook XR, or if any information provided by the user is inaccurate. The user shall acknowledge that the Company is not responsible for ensuring that user meets the aforementioned eligibility criteria. It is entirely the user's responsibility to guarantee that user meets the necessary qualifications. Before providing any information about themselves, their parents, or other family members on the website, anyone under the age of 18 (eighteen) should obtain the agreement of their parents/legal guardians.

#### **OTHER CONTENT, SITES AND APPS:**

Your use of others' content and information posted on our Services is at your own risk.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Metabook XR generally does not review content provided by our E-learning users or others. You agree that we are not responsible for others' (including other E-learning users') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news. E-learning users have choices about this feature.

Metabook XR may help connect their services with E-learning users seeking services. Metabook XR does not perform nor employs individuals to perform these services. You must be at least 18 (Eighteen) years of age to offer, perform or procure these services. You acknowledge that Metabook XR does not supervise, direct, control or monitor E-learning users in the performance of these services and agree that (1) Metabook XR is not responsible for the offering, performance or procurement of these services, (2) Metabook XR does not endorse any particular Member's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between Metabook XR and any Member offering services. If you are a Member offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our Professional Community Policies.

Similarly, Metabook XR may help you register for and/or attend events organized by E-learning users and connect with other E-learning users who are attendees at such events. You agree that (1) Metabook XR is not responsible for the conduct of any of the E-learning users or other attendees at such events, (2) Metabook XR does not endorse any particular event listed on our Services, (3) Metabook XR does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events:

- a. You may find some material objectionable or erroneous: Because we provide a wide array of content that is produced or gathered from published educational content/material and on form e-learning students' domains and government records the said content has been collected from e-learning students platforms/sources recorded for e-learning students' knowledge/Awareness, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using our services.



- b. Our content is for general informational and e-learning students' awareness purposes only: Although we host a great deal of information that pertains to professional topics, including educational content, this content is presented for general informational purposes only. It should not be taken as professional advice. Please seek independent professional counseling from someone who is licensed or qualified in the applicable area in lieu of acting on any information, opinion, or advice contained in one of the Project websites.

**THIRD PARTY CONTENT:**

This site may, from time to time, contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither Metabook XR nor its affiliates shall have any liability whatsoever to you for any such third-party material, data or information. we aren't responsible for those third-party activities.

**DISCLAIMERS:**

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results from the download of such content, data and/or software or equipment.

You acknowledge that Metabook XR does not control information, products or services offered by third parties through the site. Except as otherwise agreed in writing, and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of any advice, opinion, statement or other content or of any products or services distributed or made available by third parties through the site. does not make any warranty that this site or its content will meet your requirements, or that this site or its content will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. Nor does make any warranty as to the results that may be obtained from use of this site or its content or as to the accuracy, completeness or reliability of any information obtained through use of this Website. **Maintenance and other Technical charges for Metabook XR's website maintenance shall be borne by Metabook XR itself.**

**LEGAL DISCLAIMER:**

Metabook XR hereby disclaims all warranties and conditions with regard to the website, application/products and the services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness, performance, completeness, suitability and non-infringement. Additionally, Metabook XR shall not be liable for any damages arising out of or in connection with the use or performance of this website, or the application or the services. Your use of any information or materials on this website/application/services/products is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that services provided by us meet your specific requirements.

Metabook XR assumes no responsibility for any loss suffered by a user, including, but not limited to, loss of data from delays, no deliveries of content or email, errors, system down time, mis deliveries of content or email, network or system outage of Metabook XR's Website, file corruption, or service interruptions caused by the negligence of Metabook XR, its affiliates, its licensors, or a user's own errors and/or omissions except as specifically provided herein, Metabook XR disclaims any warranty or representation that confidentiality of information transmitted through the site will be maintained.

We, at Metabook XR do our best to provide educational and informational content to a very wide audience and students, but your use of our services is at your sole risk. We provide these services on an "as is" and "as available" basis, and we expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.

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All the contents of this Website are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Metabook XR does not guarantee the accuracy, completeness or timeliness of the data or the educational content. The information from or through this Website is provided on “As is” basis. Metabook XR merely reproduces the e-learning students notices already published in educational books on “as is” basis. Best efforts are taken by our team to track each and every e-learning student notice published in educational books, the list of which appears on the site. There may be a very remote possibility that any particular notice may be missed despite our best efforts due to some human or technical error for which Metabook XR will not be held liable or accountable. There is also a remote possibility that a certain e-learning student notice may not be viewed properly due to some apparent defect from its source for which Metabook XR will not be liable. While we are trying our best endeavors to exhibit the users notices on the day itself when the same are published/mentioned on our site, however, due to some reasons beyond the control of Metabook XR, there may be a delay in exhibiting the e-learning students notices and the entry of the notices on the site for which Metabook XR will not be liable. There might be a possibility that the users subscribed for alert may not receive any alert if there is even slightest discrepancy in inserting the details of the product by the user and the e-

learning students notice actually published. For receiving alerts, the details inserted should totally match the e-learning students notice published. Metabook XR will not be held liable for non-receipt of any alert due to any discrepancy.

Metabook XR, its directors, employees, agents, representatives and the authors and its affiliates and associates shall not be liable, at any time for damages arising in contract, tort or otherwise from the use of or inability to use the Website, or any of its contents, or from any act or omissions as a result of using the Website or any such contents/services or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. Metabook XR, its directors, employees, agents, representatives disclaim all any all direct, indirect, special, consequential damages, loss arising from use the services provided by Metabook XR. Further the subscribers shall not be entitled for any refund of any amount or any compensation etc. if Metabook XR is required to shut down its operations and service due to some government policy or due to any act beyond the control of Metabook XR.

**LIMITATION OF LIABILITY:**

Under no circumstances, including, without limitation, negligence of Metabook XR shall or its parents, subsidiaries, affiliates, officers, directors, employees, Metabook XR, or suppliers be liable for any direct, indirect, incidental, special or consequential Metabook XR arising from or in connection with the use of or the inability to use this site or any content contained on the site, or resulting from unauthorized access to or alteration of your transmissions or data, or other information that is sent or received or

not sent or received, including but not limited to, damages for loss of profits, use, data or other intangibles, even if Metabook XR has been advised of the possibility of such as Metabook XR.

The parties acknowledge Metabook XR that this is a reasonable allocation of risk. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential Metabook XR, so some of the above may not apply to you.

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this terms and conditions or the program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this terms and conditions and the program will not exceed the total referral fees paid or payable to you under these terms and conditions.

**APPLICABLE LAWS:**

These terms of use shall be governed by and construed in accordance with the laws of India. You agree to submit to the personal and exclusive jurisdiction of the Indian courts located within **New Delhi, India**. These terms constitute the entire terms and conditions between you and Metabook XR governing your use of the site/services. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or your use of the site must be filed within one year after it arose or be permanently barred.

**ELECTRONIC COMMUNICATIONS:**

When you visit Metabook XR or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us

electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all terms and conditions, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Our team may tele-call for sales, promotion, marketing, services etc. By accepting these terms and conditions, the user is allowing us to call even if they are registered in DND.

### **COPYRIGHT:**

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Metabook XR wants to ensure that the content that we host can be re-used by other users without fear of liability and that it is not infringing the proprietary rights of others. In fairness to our users, as well as to other creators and copyright holders, our policy is to respond to notices of alleged infringement that comply with the formalities Copyright Act. Pursuant to the Copyright Act, we will terminate, in appropriate circumstances, users and account holders of our system and network who are repeat infringers.

### **TRADE MARKS:**

Metabook XR trademarks and trade dress may not be used in connection with any product or service that is not provided by Metabook XR, in any manner that is likely to cause confusion among customers/users, or in any manner that disparages or discredits Metabook XR. All other trademarks not owned by Metabook XR that appear on this site are the property of their

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**LICENSE AND SITE ACCESS:**

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**REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT:**

Visitors and the users may post reviews, comments, and other content, and submit suggestions, ideas, comments, questions, or other information, so



long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." you may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Metabook XR reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Metabook XR and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Metabook XR and its associates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury to any person or entity, and that you will indemnify Metabook XR or its associates for all claims resulting from content you supply. Metabook XR has the right but not the obligation to monitor and edit or remove any activity or content. Metabook XR takes no responsibility and assumes no liability for any content posted by you or any third party.

### **PRODUCT DESCRIPTION:**

- 1. AR / VR Headset**
- 2. Digital Educational Content**
- 3. Students and Teachers App**
- 4. Lab Infrastructure**
- 5. Program Administrator**

## **RESPONSIBILITY FOR YOUR SITE:**

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

The technical operation of your site and all related equipment

Ensuring the display of special links on your site does not violate any terms and conditions between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site).

Creating and posting product descriptions on your site and linking those descriptions to the Metabook XR site catalog.

The accuracy and appropriateness of materials posted on your site (including, among other things, all product-related materials and any information you include within or associate with special links).

Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).

Ensuring that materials posted on your site are not libelous or otherwise illegal.

Ensuring that your site accurately and adequately discloses, either through a **privacy policy** or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us, Metabook XR harmless from all claims, and expenses (including,

without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. We also advise you to strictly abide by the terms narrated in clause 1 above of this terms and conditions and any non-observance of the terms therein shall determine our association with immediate effect.

**COMPLIANCE WITH LAWS:**

By accessing our website, you agree that while you access or use our website, you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are accessing or using our website. Without limiting the foregoing obligation, you agree that as a condition of your access / usage of our website, you will comply with all applicable laws of India that govern marketing, email and all other anti-spam laws.

Our website/portal functions as intermediary as defined under sub-clause(w) of section 2 of the Information Technology Act, 2000. As per section 2(1) (w) of Information Technology Act, 2000, an “intermediary” with respect to any particular electronic record, means any person who on behalf of another person receives, stores or transmits that record or provides any service with respect to that record.

**TENURE OF THE TERMS AND CONDITIONS:**

The tenure of these terms and conditions will begin as soon as you access our website and on our acceptance of your application for subscribing any of our service or purchasing the products and will end when terminated by either party. Either you or we may terminate these terms and conditions at any time, with or without cause, by giving the other party a written notice of termination. Upon the termination of these terms and conditions for any

reason, you will immediately cease use of, and remove from your site, all links to the Metabook XR's website, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the program. You are eligible to earn referral fees only on sales of qualifying products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

**EFFECT OF TERMINATION:**

Upon termination of these terms and conditions by either side, you will cease to be an affiliate and shall remove all links to the Metabook XR's website as detailed herein above and non-removal of links and use of all or any of our trademark, trade dress, logos and price are treated as illegal crawling and infringement of Metabook XR's trademark.

**MODIFICATION:**

We may modify any of the terms and conditions contained in these terms and conditions, without prior notice at any time and in our sole discretion, by posting a change Metabook XR notice or a new terms and conditions on the Metabook XR site. Modifications may include, for example, changes Metabook XR in the scope of available referral fees, referral fee schedules, payment procedures, and program rules. If any modification is unacceptable to you, your only recourse is to terminate these terms and conditions. Your continued access and usage of our website or any of our product or service following our posting of a change notice or new terms and conditions on the Metabook XR website will constitute binding acceptance of the change in Metabook XR's terms and conditions.

You and we are independent entities, and nothing in this terms and conditions will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this clause.

#### **MANAGEMENT OF WEBSITE:**

The community has the primary role in creating and enforcing policies applying to the different Project editions. We rarely intervene in community decisions about policy and its enforcement. In an unusual case, the need may arise, or the community may ask us, to address an especially problematic user because of significant Project disturbance or dangerous behavior. In such cases, we reserve the right, but do not have the obligation to:

- Investigate your use of the service (a) to determine whether a violation of these Terms of Use, Project edition policy, or other applicable law or policy has occurred, or (b) to comply with any applicable law, legal process, or appropriate governmental request;
- Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests;
- Refuse, disable, or restrict access to the contribution of any user who violates these Terms of Use;
- Ban a user from editing or contributing or block a user's account or access for actions violating these Terms of Use, including repeat copyright infringement;
- Take legal action against users who violate these Terms of Use (including reports to law enforcement authorities); and
- Manage otherwise the website in a manner designed to facilitate its proper functioning and protect the rights, property, and safety of ourselves and our

users, licensors, partners, and the e-learning students and the users of the services.

- In the interests of our users, in the extreme circumstance that any individual has had his or her account or access blocked under this provision, he or she is prohibited from creating or using another account on or seeking access to the website, unless we provide explicit permission without limiting the authority of the community.
- Metabook XR and its e-learning users may also act when so allowed by the community policies applicable to the specific product/service edition, including but not limited to warning, investigating, blocking, or banning users who violate those policies. You agree to comply with the final decisions of dispute resolution bodies that are established by the community for the specific product / Service editions (such as arbitration committees); these decisions may include sanctions as set out by the policy of the specific product / Service edition.

### **INDEPENDENT INVESTIGATION**

You acknowledge that you have read these terms and conditions and agree to all the terms and conditions laid down herein. You understand that we may, at any time (directly or indirectly), solicit customer referrals on terms that may differ from those contained in these terms and conditions or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of accessing the website and/or purchasing any product and/or subscribing to any of our services and are not relying on any representation, guarantee, or statement other than as set forth in these terms and conditions.

### **CHANGE IN METABOOK XR'S TERMS AND CONDITIONS:**

We at Metabook XR, may in our discretion, change these terms and conditions of use and privacy notice, or any aspect of prime e-learning usership, without notice to you. If any change to these terms is found invalid,

void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued e-learning usership, after we change these terms, constitutes your acceptance of the Metabook XR's terms and conditions. If you do not agree to any changes, you must cancel your order or services.

**APPLICABLE LAWS:**

These terms and conditions shall be governed in accordance with the laws of India without reference to conflict of law principles. You acknowledge that these terms of usage of the website and services and sale are solely for your benefit. It is not for the benefit of any other person, except for your successors and permitted assigns.

**SITE POLICIES, MODIFICATION, AND SEVERABILITY:**

Please review our other policies, such as our 'Consumer Privacy Policy' posted on this Website. These policies also govern your visit to Metabook XR's Website. We reserve the right to make changes to our Website, policies, and these conditions of use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

**QUESTIONS:**

Questions regarding our conditions of usage, privacy policy, or other policy related material can be directed to our support staff by clicking on the "contact us" link in the side menu. Or you can email us at: **[care@metabookxr.com](mailto:care@metabookxr.com)**.

**ARBITRATION:**

All the disputes or claims relating to your access, use or subscription to our website and any of our products and services will be resolved through a binding arbitration. If you wish to raise any arbitration process, you may contact our Grievance Officer at **info@metabookxr.com**.

**GRIEVANCE OFFICER:**

If you find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of your personal information under this privacy policy or any terms of Metabook XR's terms of use, term of sale and other terms and conditions or policies of any Metabook XR entity, please contact our Grievance Officer as designated under the Information technology Act, 2000:

- Name of the Grievance Officer: **Mr. Brajesh Singh, Assistant Vice President.**
- E-mail - [info@metabookxr.com](mailto:info@metabookxr.com), the designated grievance officer under information technology act, 2000;
- Address- 507, C-51, BSI Business Park, Sector 62, Noida, Uttar Pradesh – 201309
- Website - <http://metabookxr.com>

***The details of the Grievance Officer may be changed by us from time to time by updating these terms and conditions.***

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