

WEB USER AGREEMENT

Welcome to our online portal. Metabook XR is a brand of **'Marketstrat Business Solutions Private Limited'**, which is professionally managed Edtech company established in 2019 by Mr. Sanjeev Singh and Mr. Ashish having its headquarter in 507, C-51, BSI Business Park, Sector 62, Noida, Uttar Pradesh - 201309, India.

This Web User Agreement (hereinafter referred to as "the Agreement") is between the users and Metabook XR wherein every user who is visiting this website, is bound under this agreement. By visiting this website, you agree to all the terms and conditions as set in this agreement. Before proceeding further, read this Web User Agreement carefully. Each time you access our website or purchase and use our products and services, you agree to the agreement laid down hereinafter.

Your use of Metabook XR's website (<https://metabookxr.com/>) is subject to the following terms and conditions:

1. *YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.* Use of the Website signifies your unconditional agreement to the terms and conditions of this Agreement. Metabook XR's "Sensitive Personal Data or Information" is classified as per the provisions of the Information Technology Act, 2000 and its amendments. If you do not agree to these terms and conditions of use, do not access or otherwise use this Website.
2. This website belongs to Metabook XR which is an EdTech Company that has given a new dimension to the concept of VR in education making the journey super interesting and fun-filled, from where users may purchase our products and services and fulfill the objective of their learning.
3. All the intellectual products published on the website for users, whether it is any device, contents, any multimedia, data etc., their intellectual property rights belong to Metabook XR.
4. Metabook XR may gather, process and use information and materials received from you (e.g., name, physical address, e-mail address) or collected through your use of the Website for any lawful reason or purpose.
5. Metabook XR reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this Agreement, in whole or in

part, at any time. Notification of changes in the Agreement will be posted on the website.

6. Metabook XR shall have the sole right to use or display the pictures in terms of advertisement or endorsement purposes during the course of any competitions/exhibitions to be organized by/on behalf/in courtesy of Metabook XR. However, in consideration to the talent & effort in capturing the images, Metabook XR shall mark the courtesy of such images to its Owner as a note of thanks and appreciation.
7. The Website is protected by copyrights pursuant to Indian copyright laws, and other intellectual property laws. You will abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any Content on the website. You may download and make copies of the content and other downloadable items displayed on this website, provided that you maintain all copyright and other notices contained in such content. Copying or storing of any content on the website for reproduction, redistribution or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the Metabook XR. All rights to Metabook XR'S copyrighted materials not expressly granted herein are reserved by Metabook XR.
8. Metabook XR at its sole discretion, may change, suspend or discontinue any aspect of this website at any time, including the availability of any website feature, database or content. Metabook XR may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability.
9. You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Website any materials which:
 - restrict or inhibit any other user from using and enjoying the Website;
 - are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
 - constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation;

- violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- Contain a virus or other harmful or destructive elements;
- Contain any information, software or other material of a commercial nature;
- Contain advertising of any kind; or
- Constitute or contain false or misleading indications of origin or statements of fact.
- Deceive or mislead the addressee about the origin of such messages or communicate any information which is grossly offensive or menacing in nature;
- Impersonate another person;
- Threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or cause incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting any other nation.

DUTIES AND OBLIGATION OF WEBSITE USERS:

- Users shall not download any content from the website without the permission of Metabook XR.
- Users are prohibited from duplicating any of our content or data.
- All our products and services are for personal and non-commercial use.
- Users are prohibited from sharing or transferring of content or data or any of our products.
- Users shall not share their personal credentials (User ID or password) saved on our website to any third party.
- Users shall not use our products and services for illegal purposes.

- User shall not modify this website by any means.
- There shall not be any damage to the reputation of the company due to the user's illicit usages of our products.
- Users will use the service according to the terms and conditions laid down by Metabook XR or under applicable laws, guidelines, practices, regulation in the relevant jurisdiction.
- Users shall not violate any of the terms and conditions.
- Any content which promotes violence that may cause any harm or danger to any individual is strictly prohibited.
- You acknowledge that accessing and using the website doesn't make you an employee, agent or partner to the company.
- You acknowledge that the company has given you reasonable opportunity to review the agreement that you have agreed upon.
- Any feedback you provide in the response of your usage of website or any of our products or services must be deemed to be non-confidential. The Website shall be free to use your information without any restriction.

LIMITATION OF LIABILITIES TO METABOOK XR:

- Metabook XR will not be liable in any kind of website disruptions or access delays or access denied.
- Metabook XR will not be liable if there occurs any damage to any user or any third person due to unauthorized use of our website, products and services.
- Metabook XR will not be liable to the loss incurred by the users due to the sharing of account data or failure of keeping their account information secured and confidential.
- Metabook XR will not be liable to the loss incurred due to the theft of account data of any user by the means of any unauthorized access.

- Metabook XR will not be liable to any loss or damage incurred by the users due to the third-party advertisers on our website.
- Metabook XR will not be liable for any illegal use of our products and services (i.e. if our products and services are used for any illegal purpose.) by the users.
- In no circumstances, Metabook XR, its directors, shareholders or any employee will be liable in any case of damage caused to you or any third party by your use or access to the website, products and services.

ELIGIBILITY FOR WEBSITE USE:

User must be above the age of 18 (eighteen) years to use this Website; if any user is below the age of 18, he or she must have the permission of his/her lawful guardian to use this Website.

UPDATES TO THIS AGREEMENT:

This web user agreement can be amended in whole or any part from time to time as per the Indian Government laws or at sole discretion of Metabook XR. All the users are advised to review for the update notifications regarding this policy on the Website.

- ***USERS MAY END THE CONTRACT BY CLOSING THEIR ACCOUNT WITH Metabook XR.***
- ***Metabook XR ALSO RESERVES THE RIGHTS TO TERMINATE THE CONTRACT IN THE EVENTS OF FOLLOWING CIRCUMSTANCES:***
 - if the user breaches any term of this agreement;
 - if the user acts in a manner that clearly shows their intention to breach the provisions of this agreement;
 - Metabook XR is required by law to terminate the agreement.

UNDER NO CIRCUMSTANCES Metabook XR SHALL BE HELD LIABLE FOR ANY CONTENT PROVIDED BY OTHER USERS EVEN SUCH CONTENT IS OFFENSIVE OR HURTFUL. PLEASE BE CAUTIOUS WHILE USING OUR WEBSITE OR PRODUCTS AND SERVICES.
