

## TERMS OF SERVICE

*Effective Date: September 1st, 2020*

Spark XR Inc. ("SparkXR" , "we," "us," or "our") design, develops, manufactures, distributes, licenses and sells sensory virtual reality booths which comprise an enclosed, custom environment (the "Pod"). The Pod operates custom software that we license, creating virtual worlds comprising of 360-degree graphics, sound and sensory effects, which are designed to feel exciting and/or entertaining (the "Experience"). Each Experience is highly immersive and can feel extremely realistic at times, including the sensation of movement, speed, flying, driving, floating, elevation changes, wind and vibrations. Some Experiences provide certain post-experience interactions such as links to websites (collectively, the Pod, Experiences and post-experience interactions comprise the "Content Platform" or the "Service"). The following Terms of Service Agreement (the "TOS") is a legally binding agreement that governs the relationship between SparkXR, of 175W 200S Ste#100, Salt Lake City, Utah 84101 (as well as our parents, subsidiaries, affiliates, partners or clients) and our users in connection with the use of the Content Platform that may be used at third-party locations such as virtual reality entertainment centers and other venues ("VRECS").

Anyone that uses the Content Platform, whether registered or not, are considered "users" for purposes of this TOS.

### **1. Acceptance of Terms**

PLEASE READ THIS TOS CAREFULLY. BY ACCESSING OR USING THE CONTENT PLATFORM, YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS TOS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS TOS, YOU MAY NOT ACCESS OR USE THE SERVICE.

PLEASE NOTE: THIS TOS CONTAINS AN ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER. EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, SUCH PROVISIONS REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST SPARKXR ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. PLEASE SEE SECTION 21 BELOW FOR MORE INFORMATION. IF YOU DO NOT AGREE TO THIS ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER, PLEASE DO NOT ACCESS OR USE THE SERVICE.

### **2. The Service**

#### **a. Registration**

To participate in the Experience at a VREC, each user must complete registration, including signing an Agreement to Participate, Liability Waiver, Assumption of Risk and Release Agreement ("Waiver") and book an available time slot to use the Experience ("Booking"). Failure to do so is a breach of this TOS and SparkXR accepts no liability for user's use of the Content Platform.

By using the Content Platform, a user agrees to be bound by the TOS, our Privacy Policy, and the Waiver. The Waiver releases SparkXR and its customers or affiliates from any liability regarding your (or your child/minor's) use of the Content Platform. If you do not agree with this, you should not sign the Waiver and should not use the Content Platform.

You must be at least 13 years of age to make a Booking and use the Content Platform. Children/minors may only do so if a parent or guardian registers and signs a Waiver on their behalf. No-one under the age of 10 may use any Experience.

When you use the Content Platform, you represent that (i) you will furnish a real email address as may be requested by the registration process, (ii) your use of the Content Platform does not violate any applicable law or regulation, and (iii) you are 13 years of age or older. If you knowingly provide any false, untrue, inaccurate or incomplete information, SparkXR will have the right to suspend or terminate your account (and your right to use the Content Platform), and to prohibit your further use of (or refuse to accept any attempt to use) the Service, or any portion thereof.

b. What to Expect

You will be able to choose from one or more different Experiences for use within a Pod. Many Experiences have an age rating or suggestion. It is your (or your parent or guardian if under 13) responsibility to check the selected Experience as being age appropriate.

Inside the Pods, you experience virtual worlds. This will entail wearing a headset which will totally block your view of your real location, and headphones that will prevent you from hearing the outside world. The Pod additionally surrounds you with 360-degree sensory effects including wind and pulsating vibrations. What you hear and see in the Pod is designed to be exciting, however, the Pod may be in a public place so please be mindful of your language, remembering that there may be children and adults nearby who are not in the virtual world with you.

c. Health & Safety

It is SparkXR's priority to ensure the safety and privacy of all its visitors and users of the Content Platform, especially that of children/minors.

The virtual world and sensory effects combine to create immersion with realistic sensations of movement and action, even though you will be standing still at all times. While you are always quite safe, there is a risk of loss of balance or falling over which in extreme cases could cause you injury. See also section 12, Health Risks for possible after-effects of using virtual reality.

Because of the unpredictable nature of the human response to virtual reality (dizziness, nausea, seizures, fear of heights, etc.), or due to age, height, weight, disability or medical conditions, certain people should not use the Content Platform or should seek medical advice before doing so. Further details are described in the Waiver which may be viewed here: <https://www.alulaadventures.com/aua-legal>.

In the event of an emergency during an Experience, you should remove the headset and take instructions from the attendant operating the Pod.

The Service is not intended for persons under the age of majority in his or her jurisdiction of residence, with the exception that certain minors may participate with express consent from a parent or legal guardian by way of a signed Waiver.

#### d. Post-Experience

After participating in an Experience, users may be sent an email with information and content related to the user's participation in the Experience ("Experience Achievements"). You agree that SparkXR may send your Experience Achievements (or that of your minor, as applicable) to the email address provided when creating the relevant Booking.

SparkXR may photograph or film you while you use the Experience. BY PARTICIPATING IN THE EXPERIENCE, YOU ARE (A) WAIVING, ON BEHALF OF YOURSELF AND YOUR MINOR, AS APPLICABLE, ANY RIGHTS OF PRIVACY OR PUBLICITY OR ANY OTHER RIGHTS RELATED TO SUCH PHOTOGRAPHS AND VIDEOS AND (B) AGREEING TO RELEASE, WAIVE, AND DISCHARGE ANY AND ALL RIGHTS, DEMANDS, LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION OF ANY NATURE OR KIND RELATED TO THE ACT OF FILMING OR PHOTOGRAPHING YOU DURING THE EXPERIENCE AND THE RESULTING PHOTOGRAPHS AND VIDEOS.

### **3. Privacy Policy**

To understand how we use information we collect from you when you register for or otherwise use the Content Platform, please review our Privacy Policy, located at <https://www.alulaadventures.com/aua-legal>. The Privacy Policy is part of and is governed by this TOS and by agreeing to this TOS, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.

### **4. Your Conduct**

You agree not to make use of the Content Platform for the purpose of:

- behavior that may be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- causing harm to minors in any manner whatsoever;
- impersonating any individual or entity, including, but not limited to, any SparkXR or VRECs officials, attendants, well-known personalities or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- disrupting the normal flow of communication, or otherwise acting in any manner that would cause danger, harm or negatively affect other users' ability to participate in any real time interactions;
- intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

- gaining unauthorized access to the Content Platform, by means such as hacking, password mining or other illicit means;
- encouraging conduct that would constitute a criminal offense or that would give rise to civil liability or otherwise encouraging others to commit illegal activities or cause injury or property damage to any other person;
- violating this TOS or any guidelines or policy posted on or about the Content Platform.

## **5. SparkXR's Right to Manage the Service**

We reserve the right, but do not undertake the obligation to: (i) monitor or review the Service for violations of this TOS and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates this TOS; (iii) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any content or functionality on the Content Platform or any portion of the content or functionality on the Service; (iv) manage the Content Platform in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service; (v) screen our users or members, or attempt to verify the statements of our users or members, and/or (vi) terminate or block you and other users for violating this TOS.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS TOS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE CONTENT PLATFORM TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, IN WHOLE OR IN PART, INCLUDING FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF SERVICE, OR OF ANY APPLICABLE LAW OR REGULATION.

## **6. Export Controls**

You are responsible for complying with United States export controls in connection with your use of the Service and for any violation of these controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

## **7. Indemnity**

You hereby agree, at your expense, to indemnify, defend and hold harmless, SparkXR, its officers, directors, investors, members, managers, partners, affiliates, employees, agents, service providers and other contractors from and against any loss, cost, damages, liability and/or expense, including reasonable attorney fees, arising out of or relating to third party claims, actions or allegations brought against SparkXR based on your use of the Content Platform or your connection with Service, your violations of the Terms of Service and/or your violation of any rights of another person. You will not be required to indemnify and hold SparkXR harmless from and against any claims, liabilities, damages, losses, or expenses resulting from SparkXR's own negligent conduct.

## **8. Cancellation and Termination**

You may instruct us to delete your account, including the personal data of you or your child under the control of SparkXR at any time by sending us an email from the email address you used to register, to [deletemydata@alulaadventures.com](mailto:deletemydata@alulaadventures.com). As a result of deleting your account, you will need to re-register in order to use the Content Platform in future. Further details about cancellation can be found in the Privacy Policy, here: <https://www.alulaadventures.com/aua-legal>.

## **9. Links to Third-party Sites**

Websites related to the Content Platform or the provision to you of Experience Achievements may contain links to websites (such as social media) operated by third parties (“Third Party Sites”). You may be able to share content or other information with Third Party Sites through such links; however, we do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the Service does not represent, warrant or imply that we endorse any Third-Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third-Party Sites may also be protected by copyright and other intellectual property laws. This TOS DOES NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE YOU SHOULD REVIEW THE THIRD PARTY SITE’S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF SUCH THIRD PARTY SITES.

## **10. SparkXR’s Proprietary Rights**

The Content Platform contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Therefore, except as expressly permitted by applicable law or as authorized by SparkXR or an applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, duplicate, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on the Content Platform, in whole or part. Furthermore, you agree not to alter or change the Service in any manner, nature or form, and not to use any modified versions of the Content Platform. You also agree not to access or attempt to access the Content Platform through any means other than through the interface which is provided by SparkXR for use in accessing the Service. You acknowledge, understand and agree that all of SparkXR’s trademarks, copyright, trade name, service marks, and other SparkXR logos and any brand features, and/or product and service names are trademarks that are owned by SparkXR and shall remain the property of SparkXR or its partners as appropriate. You agree not to display and/or use SparkXR logo or marks unless expressly agreed in writing by SparkXR.

## **11. Warranty Disclaimers**

To the extent permitted by applicable law, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a. THE USE OF SPARKXR’S CONTENT PLATFORM IS AT YOUR SOLE RISK. OUR SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. SPARKXR AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CLIENTS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b. SPARKXR AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CLIENTS AND LICENSORS MAKE NO WARRANTIES THAT (i) SPARKXR'S SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) SPARKXR'S SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SPARKXR'S SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY SUCH ERRORS CONTAINED IN THE SERVICE OR THE SOFTWARE WILL BE CORRECTED.
- c. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF SPARKXR'S SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOU AT YOUR SOLE DISCRETION AND SOLE RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS RESULTING FROM SUCH DOWNLOADING AND/OR DELIVERY, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOADING OR DELIVERY OF ANY SUCH INFORMATION OR MATERIAL.
- d. NO ADVICE AND/OR INFORMATION, WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SPARKXR OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## **12. Health Risks**

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING THE CONTENT PLATFORM. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN BEFORE USING THE CONTENT PLATFORM.

Using a Pod and Experiences carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks include, among other things: loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Experience. Please consult a physician if you experience any of these symptoms following use of our Service.

MAJOR INJURIES WHILE UNCOMMON ARE POSSIBLE, SUCH AS SEIZURES, EYE INJURY OR LOSS OF SIGHT, JOINT OR BACK INJURIES, HEART-ATTACKS, CONCUSSIONS AND CATASTROPHIC INJURIES INCLUDING PARALYSIS AND DEATH. BY SIGNING A WAIVER YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE CONTENT PLATFORM. YOU ASSERT THAT YOUR PARTICIPATION IS VOLUNTARY AND THAT YOU KNOWINGLY ASSUME ALL SUCH RISKS.

### **13. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SPARKXR AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CLIENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICE; and
- e) ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

### **14. Exclusion and Limitations**

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

### **15. Copyright or Intellectual Property Infringement Claims Notice and Procedures**

SparkXR respects the intellectual property rights of others, and we ask that all of our users and members do the same. When appropriate, as determined in our sole discretion, SparkXR may disable and/or terminate the accounts of any member who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you may send a notice of claimed infringement to our Designated Agent at the address below.

Spark XR Inc., 175W 200S, Ste.#100, Salt Lake City, Utah 84101, USA.

We are also available by email at [legal@alulaadventures.com](mailto:legal@alulaadventures.com) to address any concerns you may have regarding your copyright or IP infringement matters.

To be effective, the notice must contain the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the account or site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;

- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) A statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

## **16. Changes to this TOS**

SparkXR reserves the right to update and/or change the terms of this TOS. You can review the TOS currently in effect at <https://www.alulaadventures.com/aua-legal>. Accordingly, you are responsible for periodically reviewing this TOS so that you are informed about the specific terms and conditions in this TOS as then in effect. If you do not agree to the terms of the TOS, either now or in future, you should discontinue your use of the Service and may request deletion of your account in accordance with the Privacy Policy, section 6, which can be found at <https://www.alulaadventures.com/aua-legal>.

You remain bound by the TOS or any modifications thereto so long as you use the Content Platform.

## **17. Entire Agreement**

This TOS, along with SparkXR's Privacy Policy and Waiver (both of which are incorporated herein), constitute the entire agreement between you and SparkXR and shall govern the use by you of the Content Platform, superseding any prior version of this TOS between you and us with respect to SparkXR's Services.

## **18. Legal Disputes and Arbitration**

PLEASE READ THIS FOLLOWING CLAUSE CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

### **a. Initial Dispute Resolution**

We are available by email at [support@sparkxr.com](mailto:support@sparkxr.com) to address any questions, issues or concerns you may have regarding your use of the Service. Most concerns may be quickly resolved in this manner. You and SparkXR agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

### **b. Agreement to Binding Arbitration**

If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the above, then either party may initiate binding arbitration. All claims arising out of or relating to this TOS (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency,



shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this TOS, including, but not limited to, any claim that all or any part of this TOS is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this TOS shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at <http://www.jamsadr.com/adr-rules-procedures>. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by SparkXR if you do not prevail in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

c. Class Action and Class Arbitration Waiver

You and SparkXR each further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and SparkXR each expressly waive your respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

d. Exception - Small Claims Court Claims

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

e. 30 Day Right to Opt-Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following email address: [legal@sparkxr.com](mailto:legal@sparkxr.com). The notice must be sent within thirty (30) days of first registering to use the Content Platform, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

f. Exclusive Venue for Litigation

To the extent that the arbitration provisions set forth above do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in the County of Utah,

Utah, USA (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in the County of Utah, Utah, USA for any litigation other than small claims court actions.

g. Applicable Law.

You agree that federal laws and the laws of the State of Utah, without regard to principles of conflict of laws, will govern these Terms of Service and any claim or dispute that has arisen or may arise between you and SparkXR.

**19. Notice to Users in New Jersey, USA**

Notwithstanding any terms set forth in this TOS, if any of the provisions set forth herein are held unenforceable, void or inapplicable under New Jersey law, then any such provision shall not apply to you but the rest of this TOS shall remain binding on you and SparkXR. In addition, for New Jersey residents, the limitation on liability is inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in this TOS, nothing in this TOS is intended to, nor shall it be deemed or construed to, limit any rights available to you under the Truth-in-Consumer Contract, Warranty and Notice Act.

**20. Notice to Users in California, USA**

Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice:

We are located at 175W 200S Ste #100, Salt Lake City, Utah 84101. If a user has a question or complaint regarding the Service, please send an email to [support@alulaadventures.com](mailto:support@alulaadventures.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**21. Waiver and Severability of Terms**

If SparkXR fails to exercise or enforce any right or provision of this TOS, the applicable failure shall not constitute a waiver of the applicable right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS shall remain in full force and effect.

**22. Assignment**

SparkXR may assign or license this TOS or any part thereof and may delegate any of its obligations hereunder. You may not assign this TOS or any part thereof, nor transfer or sublicense your rights hereunder.

**23. Questions about the Content Platform or this TOS**

If you have any questions or concerns about the Service or this TOS, you may contact us at:

Mailing Address: Spark XR Inc., Attn: Support Team, 175W 200S Ste#100, Salt Lake City, UT 84101, USA

We are also available by email at [support@alulaadventures.com](mailto:support@alulaadventures.com) to address any questions or concerns you may have about our company, products or services.