

Terms of Service

Last Updated: March 11, 2024

1. Acceptance of Terms

By accessing and using Mindtopia offered by Shenzhen XVerse Information Technology Co., Ltd. (“XVerse”, “we”, “us”, “our”) and its associated website, you agree to comply with and be bound by these Terms of Service. Please review them carefully. If you do not agree, you may not use our VR App or website.

2. Service Description

Mindtopia is a virtual reality application offering an immersive experience for our users. This Terms of Service offers information and description about our VR App.

3. User Requirements

To use our VR App, users must have compatible VR equipment and meet any specified system requirements.

4. Privacy & Data Collection

Please refer to our Privacy Policy, which describes the manner in which we collect, use, store, and process your personal data and other data in detailed.

5. Limitations on Use

Our VR App and website are for personal, non-commercial use only. Replicating, redistributing, selling, or otherwise using the content for commercial purposes is prohibited without accurate written permission.

6. Intellectual Property

All content, including but not limited to graphics, images, audio, software, and text, is the property of XVerse or its licensors and is protected by copyright and other intellectual property laws.

7. User Conduct

Users must not:

- a. Modify, reverse-engineer, or create derivative works based on the VR App or website.
- b. Use the service to transmit harmful or malicious software.
- c. Misrepresent their identity or impersonate another user.
- d. Engage in any conduct that disrupts the normal flow of app experience or use of the website.

8. Limitation of Liability

XVerse or its affiliates will not be responsible for any indirect, incidental, or consequential damages resulting from the use or inability to use our VR App or website, even if we have

been advised of the possibility of such damages.

9. Warranty Disclaimer

Our VR App and website are provided "as is" without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10. Changes to Terms

XVerse reserves the right to update or modify these Terms of Service at any time without prior notice. Your use of our VR App or website after any changes means you agree to be bound by the modified terms.

11. Termination

We reserve the right to terminate or restrict your access to our VR App and website, without notice, for any reason or no reason.

12. Governing Law

These Terms of Service and the interpretation of its terms shall be governed by and construed in accordance with the laws of the People's Republic of China (the“PRC”) and any dispute arising from or in connection with these Terms of Service shall be submitted exclusively to the Shenzhen Court of International Arbitration (the“SCIA”) for arbitration. The place of arbitration shall be Shenzhen, Guangdong, the PRC.

13. Contact Information

For questions or concerns about these Terms of Service, please contact us at mindtopia@xverse.cn.