

Sunovatech Limited and VRAcademi

General Terms & Conditions
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These Terms and Conditions apply to programs operated by Sunovatech Limited. (referred to as "Sunovatech/VRAcademi") including but not limited to Sunovatech/VRAcademi. These terms apply to all courses, options, and programs offered by Sunovatech/VRAcademi.

By agreeing to these Terms and Conditions and/or registering student/s or yourself or an individual/s for an Sunovatech/VRAcademi program, I assert that I have read all Terms and Conditions and agree to be bound by them.

I. Code of Conduct

I agree that I have read through, understand, and agree that I and my student will be held to the Code of Conduct set forth below. I also agree that I have reviewed the Code of Conduct with my student(s). I understand that I and my student must act in a way that is in keeping with the Code of Conduct and that my student can be dismissed from a program if either of our actions or attitudes seem to be harmful to the atmosphere, to my student, other participants, or staff, in the opinion of Sunovatech/VRAcademi staff. I and my student understand that Sunovatech/VRAcademi reserves the right to dismiss my student from the program without any prior warning for violating any of the terms of the code of conduct.

Refunds will not be given for students dismissed for failure of the student or the parent to abide by the code of conduct. I also acknowledge that upon staff observation of my student at the Sunovatech/VRAcademi program, the Director may determine that the program is not a suitable and/or productive environment for my student. In this case, Sunovatech/VRAcademi may dismiss the student and no refund will be issued. This includes incidents where a student does not have sufficient English language skills to participate in the course, as all Sunovatech/VRAcademi courses are taught in English and therefore participation in courses requires a high level of English understanding. While Sunovatech/VRAcademi strives to maintain excellent relationships with students, in some rare cases, Sunovatech/VRAcademi may not be a compatible environment for every student. I also understand and agree that if my student is dismissed from the class, I am fully responsible for any and all costs incurred by me or Sunovatech/VRAcademi in removing my student from class and that if Sunovatech/VRAcademi incurs any charges they may place those charges on My Account.

Students and Parents/Guardians May NEVER:

1. engage in or threaten violence;
2. bully, intimidate, or harass others;
3. damage facilities or equipment;
4. sexually harass others;
5. smoke, use tobacco, or vape products at Sunovatech/VRAcademi classes;
6. use, possess or be under the influence of alcohol, marijuana, illegal or un-prescribed legal drug (If a student is caught using, possessing or being under the influence of illegal drugs, student will be immediately dismissed and permanently banned from all Sunovatech/VRAcademi facilities and may be criminally prosecuted. If a student is

suspected of possession of alcohol, marijuana, or any illegal or banned substances or drug paraphernalia, the student may be subject to search and seizure). CBD products may be brought to a class only in states or jurisdictions that have legalized its use for medicinal purposes (i.e., epilepsy, anxiety, etc.). Any CBD product brought must be in its original container with a prescription label in English with prescribing physician's name, taken for, dosage and frequency. CBD products brought to class without such authorization will not be accepted. If in doubt or have questions, contact Client Services well in advance of class.

Students Also May NEVER:

1. view pornography or any inappropriate material (including sexual content, inappropriate violence, racism, bullying, etc.) on the Internet;
2. steal property of others (If a student is suspected of possession of property which is not their own, the student may be subject to search and seizure);
3. inappropriately use equipment;
4. engage in internet hacking;
5. use or possess weapons (If possession of weapons is suspected, student will be subject to search and seizure. If a student is found in possession of a weapon student will be immediately dismissed and permanently banned from all Sunovatech/VRAcademi facilities;
6. bring pets or animals to any Sunovatech/VRAcademi location; (Service dogs may be permitted.)
7. bring drones, hover boards, roller blades or shoes with wheels;
8. sign up on third-party websites without the permission of their instructor;
9. use false information to sign up on third-party websites;
10. share personal information with staff members or ask staff members for their personal information;
11. contact staff members on social media or in any other form outside of class; and
12. leave class without checking out with an instructor or other appropriate class personnel
13. wear see-through clothing or exposed undergarments or accessories or clothing that have statements or pictures that are offensive in nature, including but not limited to, statements or pictures referring to violence, drugs, alcohol, gang affiliation, sexual suggestions or racial slurs.

Students and Parents/Guardians MUST:

1. be responsible for all equipment issued to them;
2. not use personal electronic devices during instructional time - unless they are approved by the instructor (It is recommended that personal devices be locked in allocated locations. Also, if student accesses the Internet via a local Wi-Fi hotspot at the program location, it is the sole responsibility of the student and student's parent/guardian to comply with all providers' terms and conditions, and assume all

financial risk. Sunovatech/VRAcademi does not facilitate Internet access for nonSunovatech/VRAcademi devices.)

3. wear clothing that at all times covers the torso and all forms of underclothing.

Students Also MUST:

1. abide by the rules and regulations of each location;
2. respect facilities and property; (Should intentional damage to facilities or property be found to be inflicted by a student, the student and their parents will be responsible for fines and damages.)
3. not hold Sunovatech/VRAcademi responsible for any lost, stolen or damaged personal items;
4. follow directions/instructions given by staff members and Class/location personnel.

II. Health and Safety

1. I understand that physical and recreational activities contain inherent risk of injuries.
2. I certify that my student is in good health and able to participate in Sunovatech/VRAcademi programs, and that if for any reason my child should be restricted from participating in any activity, that I have provided Sunovatech/VRAcademi notification of such restrictions through the health forms associated with my student's account.
3. I must provide two different emergency contacts in the completed online Health & Safety Form found in My Account/Forms section prior to the start of class. I understand that the emergency contacts should be at least 18+ years of age. For each contact, it is highly recommended that you provide two different phone numbers..
4. I understand that some states and countries require that additional health and safety forms be completed and submitted prior to my student attending class, in their jurisdiction. I am responsible for making sure that if my student's participation requires such forms that the forms are completed in their entirety, including obtaining a physician's signature, where required.
5. I UNDERSTAND THAT FOR MY STUDENT'S SAFETY, I MUST PROVIDE SUNOVATECH/VRAcademi WITH ACCURATE AND COMPLETE HEALTH, BEHAVIOR ISSUES/RESTRICTIONS. I MUST ALSO COMPLETE ALL FORMS LOCATED IN MY ACCOUNT. FAILURE TO PROVIDE REQUIRED INFORMATION CAN RESULT IN CANCELLATION OF MY STUDENT'S REGISTRATION WITHOUT A REFUND.
6. **Sunovatech/VRAcademi Waiver, Technology / Equipment Use, & Liability Document**
 - a) **1. Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver: In consideration of being permitted to participate in any class (online class or physical class) in any way in "Sunovatech/VRAcademi" (from herein referred to as 'The Activity') on "1st August 2020", I, for myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to

sue Sunovatech/VRAcademi, the organizing committees, and their respective officers, board members, employees, agents, assigns, and successors in interest, from liability from any and all claims including the negligence of Sunovatech/VRAcademi, its officers, employees and agents, resulting in personal death, injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

- b) **Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.
- c) **Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Sunovatech/VRAcademi HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.
- d) The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the England and Wales and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- e) **2. Permission for Use of Name, Image and Statements**
- f) I hereby grant to Sunovatech/VRAcademi permission to reproduce and waive and release Sunovatech/VRAcademi and its officers, agents and employees, from any claim or liability relating to: my name, personal
- g) information, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements in any publication of Sunovatech/VRAcademi intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, webpages and web-based publications, associated with Sunovatech/VRAcademi. I acknowledge that Sunovatech/VRAcademi will rely on this permission and release, and that I will receive no money or remuneration of any kind from Sunovatech/VRAcademi related to this permission and release or the materials covered by this permission and release.
- h) **3. Usage of Provided Technology, Equipment, Room Space, Event Space and Services:**
- i) I agree to take responsibility for technology hardware / software borrowed and / or interacted with during The Activity.
- j) I understand I am responsible for maintaining the equipment/software in working condition while said equipment is in my possession.

- k) I agree to return the equipment in the same working condition that I received it to the designated personnel.
- l) I agree and understand that if the technology equipment, software, and/or other related items are stolen, vandalized, misplaced, destroyed, etc. that I am responsible and will reimburse (pay) The Activity's organizers the amount required to replace or repair the equipment, software or other related items.
- m) **4. Behavioral Expectations Contract and Waiver**
- n) As a participant in the Activity, I agree to abide by the policies and procedures of the event and Sunovatech/VRAcademi. I understand that these policies, procedures, and rules may be changed at any time without prior notice or warning. I understand that inappropriate or unsafe behaviour or infractions may result in the dismissal of myself or my team in the Activity for this and all future events hosted by any of the organizations acting as Sunovatech/VRAcademi. I fully understand my responsibility as a participant in the above-named activity to act in a reasonable and prudent manner. I also understand that any University faculty or staff in attendance will be acting in an advisory capacity only. I understand that Sunovatech/VRAcademi assumes no responsibility for my personal safety or the welfare of my property and belongings in this activity, and that I alone assume all risks associated with this activity. I hereby release, waive, indemnify and hold harmless Sunovatech/VRAcademi and its organizing entities from any damages, claims, responsibilities or other expenses for personal injury or property damage resulting from, or otherwise in connection with my participation in this activity. I also release, indemnify and hold harmless Sunovatech/VRAcademi for any bodily injury to me while being transported by vehicle by a Sunovatech/VRAcademi faculty or staff member or any designated driver and / or passengers.
- o) **Acknowledgment of Understanding:** I have read both (1) the waiver of liability, assumption of risk, and indemnity agreement, and (2) permission to use my name, personal information, and image, and fully understand the terms. I understand that I am giving up substantial rights,
- p) including my right to sue. I acknowledge that I am accepting this agreement freely and voluntarily, and I intend by my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law.
- q) Agreement to any electronic form of consent or verification to this document entails complete agreement and acknowledgement to the document and the terms described within it. By attending Sunovatech/VRAcademi, I understand that I have voluntarily agreed and read to this document.
- r) I am an adult, 18 years or older, and I have read and understand this agreement and I freely and knowingly give my consent to Sunovatech/VRAcademi as described
- s) Due to the unpredictable nature of the human response to virtual reality (dizziness, nausea, seizures, fear of heights, bumping into objects, etc.), we require all participants to sign this waiver releasing Sunovatech/VRAcademi from any liability regarding your use of the VR or AR Headsets/Devices/Haptics or any associated hardware or software.

- t) **Oculus VR, LLC does not recommend that children under the age of 13 use the VR headsets.**
- u) **PLEASE STOP USE OF THE VR EQUIPMENT IF YOU FEEL ANY DISCOMFORT WHATSOEVER.**
- v) By using an VR headset and associated hardware, you are indicating your acceptance of the terms and conditions of this agreement.
- w) I (or my child/student) wish to use the VR headset. I recognize and understand that the use of a VR headset involves certain risks.
- x) I am using the VR equipment voluntarily.
- y) I assume all of the physical, psychological, and financial risks associated with the use of VR equipment.
- z) By signing this agreement, I acknowledge that I have read and understood all of the terms of this release form and that I am voluntarily giving up substantial legal rights, including the right to sue Sunovatech/VRAcademi or its employees.
- aa) I am the parent or legal guardian of the minor or student that I enrol in the course/s below and thereby have the legal right to consent to the terms and conditions of the terms and conditions set forth in this document. bb) I declare that my child is free from any of below mentioned health conditions and have obtained medical consent for child to participate in VR activities and classes.
 - cc) These conditions include and are not limited to
 - (i) Circulatory disorders (high/low blood pressure, Phlebitis, Heart (ii) condition, Thrombosis etc.
 - (iii) Psychotic Conditions
 - (iv) Allergies
 - (v) Diabetes
 - (vi) Epilepsy
 - (vii) Headaches/Migraines
 - (viii) Cancer/Multiple Sclerosis
 - (ix) Skin disorder or infection
 - (x) Active or acute inflammation
 - (xi) Binocular vision abnormality
 - (xii) Impaired balance
 - (xiii) Haemorrhaging or Active Bleeding
 - (xiv) Hypertension
 - (xv) Arthritis
 - (xvi) Recent accident, head, neck injuries, fractures, sprains or injuries
 - (xvii) Prolapsed in vertebral disc
 - (xviii) Medication
 - (xix) Any operations less than 6 months ago
 - dd) If you or the student have answered YES to any of the questions above, you have have obtained your GP's non-objection or your consent for use of VR technology

for your child. I have read and agreed to the conditions stated in the Appendix 1: VIRTUAL REALITY CONCENT FORM.

- ee) **What to Expect in the VR Experience:** The VR experience includes virtual reality and related activities which may include a number of experiences, including but not limited to experiences that are frightening, thrilling and/or entertaining (the "Included Activities"). I understand that virtual reality experiences like the Included Activities are highly immersive and can feel extremely realistic at times. I affirm that my participation and, if applicable, the participation of my dependent child(ren)/student(s) (individually and collectively, the "Child"), is fully voluntary and that neither I nor the Child has any known physical, mental or health-related reasons or problems that should preclude or restrict my or the Child's participation in the Included Activities.
- ff) **Health Notice/Affirmation:** I am aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality. Those with epilepsy may be adversely affected by virtual reality experiences. On behalf of myself and the Child, I voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from my participation in the Included Activities. gg) **Risk Waiver and Release:** hh) In consideration for being permitted to participate in the Included Activities provided by Sunovatech/VRAcademi, I hereby, for myself, the Child, my heirs, executors, administrators, assigns or personal representatives, release and forever discharge Sunovatech and VRAcademi and its affiliates, members, partners, representatives, directors, employees, contractors, licensors, agents, and their successors and assigns (collectively, the Sunovatech Parties) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or the Child's participation in the Included Activities.
- ii) I acknowledge that the Child or I may subsequently learn of claims, risks or facts of which we are not currently aware. It remains my intention, on behalf of myself and the Child, to grant Sunovatech/VRAcademi a full and final release of all claims, whether known or unknown. I am aware of Section 1542 of the California Civil Code, which provides that:
- jj) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
- kk) Being aware of this code section, I expressly waive any rights that the Child or I may have based upon it, as well as under any other statutes or common law principles of similar effect.
- ll) Entire Agreement: I understand that this Waiver and Release contains the entire agreement between the parties, and no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release. If any

provision within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

mm) BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD/STUDENT/CHILDREN/STUDENTS, IF APPLICABLE. I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

III. Special Accommodations

If your student requires any special attention or accommodation in order to participate in Sunovatech/VRAcademi activities, you must call Sunovatech/VRAcademi at +447771848557, no less than two weeks prior to your student's first day of class.

Sunovatech/VRAcademi will work with you to identify available reasonable adjustments. If your student requires an aide at school then he/she will need to be accompanied by an aide at the Sunovatech/VRAcademi program, and that aide will need to be present for the duration of the session. The aide must be age 18 or older, may not be a family member, and must achieve a favourable result on a criminal background check. They may also be subject to fingerprinting. You will be responsible for all direct costs, including background check processing fees and compensation for the aide's attendance.

IV. At Class Activities

1. **Photos:** As a condition of participation, I authorize that photos, videos, images, audio and testimonials may be taken of me and my student and agree that said content may be used by Sunovatech/VRAcademi in promotional materials, marketing collateral, and online media. These images, testimonials, photos, videos, and audio may be shared and used by corporate partners, the media, or other organizations who work with Sunovatech/VRAcademi. I understand that Sunovatech/VRAcademi, its owners, agents, partners, facility providers, and employees will not be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence. I agree that all images, testimonials, photos, video, and audio taken at or in connection with Sunovatech/VRAcademi are the sole and exclusive property of Sunovatech/VRAcademi.
2. **Press Visits:** As a condition of participation, I authorize Sunovatech/VRAcademi and the press to use my student's full name and likeness in print, radio, TV and other mediums. (Often when press arrives at class, Sunovatech/VRAcademi may not have

the opportunity to contact all families for permission before the press arrives. Therefore, we have created a blanket policy. We thank you for understanding.)

3. **Projects/Take-homes:** I understand that depending on the course my student takes, Sunovatech/VRAcademi will attempt to send my student home with a working game or project, or post my student's project to a project website, and may send home a product or voucher for a product. However, I understand that there will be instances when a project or product or product voucher cannot be sent home, posted or delivered, and that Sunovatech/VRAcademi is not responsible if the game, project, product or voucher does not work properly, or are not compatible with systems outside of class. Therefore, I release Sunovatech/VRAcademi from any responsibility for failure to provide a copy of the project or product voucher, or a nonfunctioning/non-compatible/non-complete games, projects, product vouchers or product. Sunovatech/VRAcademi staff will attempt to provide each participant with their completed project at the conclusion of each session and provide products or product vouchers (if applicable) at the end or any other time during the session. Refunds will not be issued for not receiving products, product vouchers, or being provided a copy of the project, and/or non-functioning/non-compatible/noncomplete projects, product vouchers or products. I also agree that all projects and work created while at Sunovatech/VRAcademi may be used by Sunovatech/VRAcademi in promotional materials, online, and other print media and may be shared and used by corporate partners, the media, or other organizations who work with Sunovatech/VRAcademi. I agree that Sunovatech/VRAcademi, its owners, agents, partners, facility providers, and employees cannot be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence. I understand that if I have issues with a product voucher or product, I must contact the manufacturer directly. I also understand that product vouchers only cover shipping within the continental US, EU, GCC and Australia and that if I require the product to be shipped outside, these regions, I am responsible for all shipping and handling costs.
4. **Movies:** I understand that movies played at or attended by any of the programs run by Sunovatech/VRAcademi are rated PG and PG-13 and selected at the sole discretion of Sunovatech/VRAcademi.
5. **Software Accounts:** I understand that some Sunovatech/VRAcademi programs require creation or use of an online account during instructional time, or will require an online account to be created for access to games and networked gameplay. I give consent for Sunovatech/VRAcademi to create account(s) as needed for my student to participate in program activities. I understand that during non-instructional time, my student may have access to websites that require accounts to be set up. While it is against Sunovatech/VRAcademi rules for students to set up accounts without their instructor's permission, there may be instances where a student may create an account without the knowledge of Sunovatech/VRAcademi or its employees. I hereby release Sunovatech/VRAcademi and its employees from any and all responsibility and liability for accounts created by my student without Sunovatech/VRAcademi's knowledge.

6. **Game Ratings:** I understand that while Sunovatech/VRAcademi takes its corporate responsibility and Sunovatech/VRAcademi family values very seriously, it cannot guarantee that younger students at Sunovatech/VRAcademi will avoid complete contact with the games rated "T" for Teen, or "M" for Mature. Sunovatech/VRAcademi will make a concerted effort to minimize exposure to any games not rated for my student's age group. I also understand that if my student is attending a course designed for ages older than my student, some of the game titles my student may be exposed to may be rated for over my student's age, and that if my student is attending a course for ages 13+, they may be exposed to games rated "M" for Mature by the ESRB (Entertainment Software Rating Board). In exchange for my student's participation in Sunovatech/VRAcademi programs, I voluntarily assume any and all risks, known or unknown, associated with my student's access to "M" rated game content at a Sunovatech/VRAcademi program.
7. **Inappropriate Web Content:** I understand that Sunovatech/VRAcademi makes every reasonable effort to prevent participants from being exposed to inappropriate web content. As a safeguard, Sunovatech/VRAcademi will attempt to either install Internet filtering software on Sunovatech/VRAcademi computers, or use an outside filtering vendor. I agree that no method is 100% perfect, and that my student may inadvertently access some inappropriate content even though Sunovatech/VRAcademi takes reasonable precautions to guard against inappropriate material being viewed. I understand that if inappropriate content is viewed, Sunovatech/VRAcademi staff will follow standard protocol and agree that if my student is found in violation of the Code of Conduct set out above, my student may be removed from a program without receiving a refund.

V. Age Policy

I understand that Sunovatech/VRAcademi offers programs designed for students ages 9-18 and 18+, and that older students who are age 15-18 may interact online with students under the age of 9-15 throughout the duration of each program session. I understand that by registering for a Sunovatech/VRAcademi program that accepts 15-18 year old students student may interact with younger students. I also agree that if my student is 18+ will not be allowed to attend a session with students under the age of 18 years and that he/she must successfully pass a criminal and sexual offender background check, prior to being allowed to attend an Sunovatech/VRAcademi program. I agree to be responsible for all costs and fees associated with any background checks required for my student to attend.

VI. Course Cancellation

I agree that Sunovatech/VRAcademi has the right to cancel a course. If a course is cancelled, I understand that I may enrol my student in another course. I agree to be responsible for any costs for the new program that are above the amount paid for the original course. If another course is not available in the local vicinity for the same dates, a refund will be issued for all monies paid to Sunovatech/VRAcademi for the cancelled course. I understand and agree that if Sunovatech/VRAcademi is forced to close a course based on a recommendation by the local Health/Educational Services Department (in the case of a communicable disease outbreak, etc.) or due to other acts of nature, I will not be entitled to a refund.

VII. Release of Liability

ON BEHALF OF MY SON/DAUGHTER/WARD, I, THE PARENT/GUARDIAN, IN EXCHANGE FOR THE RIGHT OF MY SON/DAUGHTER/WARD TO PARTICIPATE IN SUNOVATECH/VRAcademi PROGRAM(S), HEREBY RELEASE VRACAEMI/SUNOVATECH LIMITED., ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS AND EMPLOYEES FROM LIABILITY (INCLUDING CLAIMS BASED UPON NEGLIGENCE) FOR ANY AND ALL DAMAGES, DEATH OR INJURIES TO MY SON/DAUGHTER/WARD OR DAMAGE OF ANY PERSONAL PROPERTY. I AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL SUCH DAMAGES, DEATH OR INJURIES WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY NEGLIGENT ACTS OR ACTIVITIES ASSOCIATED WITH VRACAEMI/VRACAEMI/SUNOVATECH LIMITED. HOWEVER, I UNDERSTAND THAT I AM NOT RELEASING VRACAEMI/SUNOVATECH LIMITED., ITS OWNERS, AGENTS, PARTNERS, FACILITY PROVIDERS, AND EMPLOYEES FROM GROSS NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONALLY TORTIOUS CONDUCT. TO THE EXTENT THIS RELEASE CONFLICTS WITH STATE/PROVINCIAL LAW GOVERNING RELEASES, THIS RELEASE IS TO BE GIVEN THE FULLEST FORCE AND EFFECT PERMITTED UNDER STATE/PROVINCIAL LAW. SHOULD ANY PART OF THIS CONTRACT BE FOUND INVALID OR NOT ENFORCEABLE BY A COURT OF LAW, THEN THE REMAINING PORTION SHALL CONTINUE TO BE VALID AND IN FORCE.

VIII. Indemnification

I agree to defend, indemnify, and hold Sunovatech/VRAcademi, its officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with my student's participation in an Sunovatech/VRAcademi program.

IX. Arbitration Agreement

I agree that any dispute arising out of or relating to this Agreement, my student's participation at VRACAEMI/SUNOVATECH LIMITED classes, or otherwise arising between the parties, including, without limitation, any students statutorily created or protected rights, as permitted by applicable state/provincial or federal laws, may be settled by arbitration in the state/province and county in which the class is held, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover expenses including costs and reasonable attorney's fees associated therewith. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force. I hereby acknowledge that I understand the terms of this ARBITRATION AGREEMENT, and agree to comply with all of its terms and provisions.

X. Payment Policy

1. **US Dollars:** I agree that all financial transactions are made and quoted in U.S. Dollars in all regions outside United States of America part from United Kingdom where all transactions will be made in GBP Pound Sterling.

2. **Non-Refundable Fees:** To cover the administrative costs associated with registering my student, I agree that for each Sunovatech/VRAcademi program/course that my student is registered in, \$50 per student, per course of the total payment amount is non-refundable and non-transferable. I also agree that Sunovatech/VRAcademi may impose a \$40 per student per session Safety and Compliance Fee that is also due at the time of registration and is non-refundable.
3. **Credit Card Authorization:** I authorise Sunovatech/VRAcademi to charge the course fees by charging credit card on record.
4. **Payment Plan:** By selecting to participate in Sunovatech/VRAcademi's automatic payment plan, you agree to allow Sunovatech/VRAcademi to withdraw, each month, the amounts as designated by Sunovatech/VRAcademi, from the credit card on file. Sunovatech/VRAcademi does not charge anything to participate in this program, nor do they charge any fees should a payment not be honoured on the date designated for withdraw. If a payment is returned, Sunovatech/VRAcademi will attempt to run the payment through two additional times, the first one week after the initial due date and the second, a week after the first retry. If the payment does not go through during any of the three attempts, you will be notified and will be removed from the automatic payment program, at which time all remaining balances will become due and subject to late fees as set forth above.
5. **Returned Check/Dishonoured Transaction Fees:** A \$25 returned check fee will be assessed for any checks returned or card transactions that are not honoured.
6. **Tuition:** Tuition includes all state/province and federal taxes (except for VAT, which will be added to the course cost, fees and add-ons if applicable), adult supervision, instruction, curriculum materials, class T-shirt, and recreational activities.

XI. Changes, Cancellations and Refunds

1. **24 Hour Cancellation:** I understand that I have the right to cancel a reservation within 24 hours of the reservation being made. If the cancellation is made within 24 hours of the reservation, I will receive a full refund of all amounts paid for that reservation, including deposit amounts.
2. **Changes Made More Than 14 days Prior to Session Start Date:** I understand and agree that I am, without penalty, able to make changes to my student's registration including but not limited to location, date, overnight, weekends or course, so long as the changes are made more than 2 weeks (14 days) prior to the start date of the originally scheduled course my student was registered for. I understand that I will be responsible for any increased charges.
3. **Changes Made 14 days or Less Prior to Session Start Date:** I understand and agree that if I change my student's registration within or less than 2 weeks (14 days) prior to the start date of the course for which my student is registered, I will be responsible to pay a change fee of \$50 per Sunovatech/VRAcademi course, as well as any increase in charges based on the change. I must make my changes through My Account or an email to info@vrademi.com (please note your "Change" in the subject line). NOTE: If a medical emergency occurs less than 2 weeks (14 days) prior

to the start of the course in which your student is registered, preventing your student from attending the course, please call +447771848557 or on +971567000095 and we will work with you to try to get your student registered in another course.

4. **Cancellation:** I understand and agree that I must make my changes and cancellation through My Account or an email to info@vracademi.com (please note "Cancellation" in the subject line). If I cancel my student's registration more than 2 weeks (14 days) prior to the start date of the course for which my student is registered, I will receive a refund as set out in Paragraph 4 below. If my student cannot attend a session for which they are registered and I do not notify Sunovatech/VRAcademi more than 2 weeks (14 days) prior to the course session date, it will be considered a withdrawal/no show and I will be responsible for full payment of all fees associated with my student's registration for that course.
5. **Refunds:** If I cancel my student's registration through My Account or email as set forth above, more than 2 weeks prior to the start date the session I am cancelling, I understand and agree that the amount I paid for the cancelled registration, less the non-refundable fees as set out in Section X.2., will be refunded to me. I agree that refunds will NOT be issued for withdrawals/no shows or cancellations made less than 2 weeks (14 days) prior to the start date of the session cancelled or changed, and improperly made cancellations. I also understand and agree that refunds will NOT be issued for early withdrawal or dismissal due to absences (for any reason) including sickness, behavioural dismissals, power failures, weather, and unforeseeable events not within the control of Sunovatech/VRAcademi or other acts of nature. If students leave a program early for any reason, the tuition is not prorated and no refund will be issued, including partial refunds. Refunds will NOT be given at the Sunovatech/VRAcademi in the event that a studio tour is cancelled. If Sunovatech/VRAcademi must cancel a session and cannot find a suitable alternative at an adjacent location, a full refund will be made to the client.

XII. Promotional Specials

I understand that if I use a promotional discount when registering my student, that I am limited to one discount per student, and that the balance may need to be paid in full at the time of registration to receive the published discount amount. I also agree that all applicable cancellation/refund policies apply, and that all promotional codes must be submitted at the time of registration. I understand that Sunovatech/VRAcademi will not honour retroactive adjustments and that the total discounts received cannot exceed the total cost of the products purchased.

XIII. Multi-Course Discount

If I register and pay for more than one student or register one student for multiple Sunovatech/VRAcademi programs/courses for the same season, I understand that I will be responsible for paying the standard tuition for the first program/course, but will receive a discount of \$50 for each additional program/course tuition paid. I understand that the lowest discount amount will be applied if I qualify for multiple discounts.

XIV. Refer-a-Friend Program

If I choose to participate in the Refer-a-Friend program, I do so voluntarily and understand and agree to the following:

1. My referral code expires on 1st day of School Academic Term of the current class season and can only be used 1 time.
2. For each new student that registers for any Sunovatech/VRAcademi program/course using my referral code and attends the course for which they registered, I will receive a \$50 Sunovatech/VRAcademi course tuition credit which I must use that same course term. My friend will also save \$50 off their course tuition. The referred student must be a new student and cannot have previously attended any Sunovatech/VRAcademi programs.
3. Referral codes must be used at the time of registration and payment and cannot be retroactively applied.
4. Referral codes can only be used once per student. I understand that Sunovatech/VRAcademi will credit the referral based off of the referral code that the new client enters at the time of registration.
5. The Refer-a-Friend program does not apply to siblings (since they are eligible for the Multi-Course Discount).
6. Students may not refer each other to both qualify for the Refer-a-Friend Discount.
7. The tuition credit will be applied within 4-6 weeks from the time the referred client registers and pays in full, or sooner. If the referred friend cancels his/her session, the credit will be removed from My Account and I will be responsible for any account balance that is created as a result of the lost credit.
8. All tuition credits must be used in the season in which they are earned. If I cancel or change the registration of a course in which I used a Refer-a-Friend course tuition credit, I am subject to the terms and conditions set out in Section XI above, and will only receive a refund of amounts paid directly by me. I will not receive a refund of tuition credit amounts.

XV. Class Certificates/Vouchers

All certificates/vouchers are non-refundable, non-transferable and not redeemable for cash. Certificates/vouchers must be redeemed at the time of registration. Location and date is based on availability at the time of registration. Certificates/vouchers are valid until the specified expiration date, without exception. They are valid for up to the amount issued, and any amounts not used are forfeited.

XVI. Contact with class Instructors/Staff

Under no circumstances should a student give their personal contact information to staff, nor is staff allowed to give students their personal contact information. Staff may exchange personal contact information only with parents/guardians, if they choose to do so after receiving a request from the parent/guardian. All contact outside Sunovatech/VRAcademi programs between students and staff must be arranged by the student's parent/guardian through communication directly with the staff. Should parents/guardians choose to engage

with staff, or choose to let their student contact staff outside of Sunovatech/VRAcademi programs, they do so at their own risk.

XVII. Sunovatech/VRAcademi Online

If I am purchasing an Sunovatech/VRAcademi Online program, I have read, understood and agree that I and my student are also bound by the Sunovatech/VRAcademi Online Terms and Conditions found this document, the privacy policy found in the Privacy Policy Document which can be found [HERE](#) and Safeguarding and Child Protection Policy which can be found [HERE](#).

XVIII. Rights Reserved

VRACAEMI/SUNOVATECH Limited. reserves the right to update or modify these Terms and Conditions at any time. Sunovatech/VRAcademi is not a university-sponsored event or class Activities, guest speakers, and online classes and sessions will change session to session and may not apply to all locations. We reserve the right to cancel a course if participation numbers are not adequate. In the case where a suitable Sunovatech/VRAcademi replacement week is not found, a full refund will be issued. On rare occasions, the software and hardware we use at our programs may change without notice, and we will strive to find suitable software and hardware alternatives.

Please note that Sunovatech/VRAcademi conducts background criminal records checks in addition to national sexual offender checks on all adult staff working in UAE, US, India, EU and UK.

XIX. Privacy Policy

I have read, understood and agree that I and my student are bound by the privacy policy found [HERE](#).

XX. Safeguarding and Child Protection Policy

I have read, understood and agree that I and my student are bound by the Sunovatech/VRAcademi Safeguarding and Child Protection Policy found [HERE](#). I also agree and sign with agreement Appendix 2 forms of the Sunovatech/VRAcademi Safeguarding and Child Protection Policy.

XX. Copyright Notices

I understand that Sunovatech/VRAcademi partners with and uses the intellectual property of some partner companies. I agree to uphold the copyright and trademark rights of Sunovatech/VRAcademi and their partners.

XXI. Intellectual Property

1. All information, content and material related to the Courses and any related activity of Sunovatech/VRAcademi, such as indicatively syllabus, methodologies, know-how and

other material, tradenames, trademarks and logos etc. are the property of Sunovatech/VRAcademi and you have no right to copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative works unless you have prior written consent.

2. Copyright and all intellectual property rights related to the Courses, including tradenames and trademarks, domain names, material/content (video, power point, content, etc.) handed and/or presented to you are and remain the property of Sunovatech/VRAcademi. You are expressly forbidden from recording and sharing Course materials with third parties or using it for business purposes.
3. Any original copyrighted work, process, design, texts, videos, trademarks and other brand names, or other material (including inventions, improvements, process, data, programs or other) conceived or designed or developed for the Courses, will be the sole property of Sunovatech/VRAcademi.
4. You shall immediately notify Sunovatech/VRAcademi of any actual, threatened or suspected infringement of any Intellectual Property of which you become aware.
5. All content on website of Sunovatech/VRAcademi including any material, text, graphics, logos, button icons, images, demos, and software, is the property of Sunovatech/VRAcademi (except for possible rights of the third parties for which Sunovatech/VRAcademi has the license to use) and is protected by copyright laws. You acknowledge and agree that all copyright, trademarks, and all other intellectual property rights in all content made available as part of your use of the website, shall remain at all times vested in us and our licensors. You are permitted to use content of the website only for your personal use. You may not otherwise copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative works of any content on the website without our prior written consent.

XXI. Applicable Laws and Jurisdiction

The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales. Exclusive place of jurisdiction for all disputes arising from this Agreement shall be the courts of England.

Any difference or dispute arising out between the Parties in relation to his Agreement including its validity an interpretation shall be amicably settled by the Parties. In case the agreement is not reached an amicable settlement in 30 days from the first notice of dispute, the matter shall be referred to arbitration.

These Mandatory Terms and Conditions are intended to keep students safe and make Sunovatech/VRAcademi Online programs positive and productive. By purchasing, using, or allowing your student to use any of Sunovatech's/VRAcademi's Online programs, you agree that you and your student will abide and be bound by these Terms and Conditions as well as Sunovatech's/VRAcademi's General Terms and Conditions found [HERE](#). In cases where these Terms and Conditions and Sunovatech's/VRAcademi's General Terms and Conditions conflict, the terms found herein apply to any Sunovatech/VRAcademi Online product.

a. Code of Conduct

I agree that I have read through, understand, and agree that I and my student will be held to the Code of Conduct set forth below. I also agree that I have reviewed the Code of Conduct with my student. I understand that I and my student must act in a way that is in keeping with the Code of Conduct and that my student's Sunovatech/VRAcademi Online product can be cancelled if either of our actions or attitudes seem to be harmful to the atmosphere, to my student, other participants, or staff, in the opinion of Sunovatech/VRAcademi staff. I and my student understand that Sunovatech/VRAcademi reserves the right to cancel my student's Sunovatech/VRAcademi Online product without any prior warning for violating any of the terms of the Code of Conduct. ***Refunds will not be given for products cancelled for failure of the student or the parent to abide by the Code of Conduct.*** I also acknowledge that upon staff observation of my student during an Sunovatech/VRAcademi Online program, they may determine that the program is not a suitable and/or productive environment for my student. In this case, Sunovatech/VRAcademi may cancel all remaining programs and no refund will be issued. Sunovatech/VRAcademi strives to maintain excellent relationships with students. However, in some rare cases, Sunovatech/VRAcademi Online programs may not be a compatible environment for every student.

Students and Parents/Guardians May NEVER:

1. engage in or threaten violence;
2. bully, intimidate, or harass others;
3. use this service, or materials provided as part of this service for illegal or immoral activity;
4. use inappropriate language;
5. share lesson information with third-parties, without permission from instructor;
6. impersonate another person;
7. publicly display lesson(s);
8. sexually harass others;
9. display pornography or any inappropriate material (including sexual content, inappropriate violence, racism, bullying, etc.) during lessons; or
10. personally contact instructors outside of lessons.

Students and Parents/Guardians MUST:

1. abide by the rules and regulations of the instructor and Sunovatech's/VRAcademi's;
2. attend lessons in an appropriate, private setting;

3. dress appropriately during lessons;
4. adhere to the terms of use of any sites used, including following the specified age policies; and
5. only share material that is related to lessons, and appropriate.

b. Sunovatech/VRAcademi Online Programs

1. Online Private Lessons (OPL)

1. General Information

1. All Lessons are one hour sessions that will be provided between 6am and 9pm Pacific Time.
2. Multi-lesson discounts can be purchased. However, multi-lesson purchases are intended to be used in full and unused lessons will not be refunded.
3. All lesson credits must be used within one year of purchase. Lesson credits expire a year from purchase, with no refund.
4. The fee for Online Private Lessons is non-refundable and lessons not used by the expiration date are forfeit, and cannot be refunded in full or prorated.
5. Lessons can be rescheduled for any reason up to 24 hours prior to the scheduled lesson. No-shows or changes made within 24 hours of the appointment start time are credited against your available sessions. With at least 24 hour notice, we will gladly reschedule any appointment with no penalty.
6. A post lesson progress report will be sent upon completion of each lesson.
7. Lessons are only available for subjects set out by .
8. Lessons will only be taught in English.
9. For safety and security reasons, Sunovatech/VRAcademi will video record every lesson. Parents and guardians can obtain a copy of the recording by sending an email request to info@vracademi.com . However, if there are multiple students in the lesson from different families, please note we will not release the video to protect the privacy of the students.
10. Generally, only one student per lesson is allowed. However, Sunovatech/VRAcademi reserves the right to allow parents to share their lesson link with another student for no additional fee. All students that participate in the lesson are bound by these Terms and Conditions.
11. Sunovatech/VRAcademi has the right to refuse service.
12. Lessons are a guidance/tutoring service only. No specific outcomes are promised or guaranteed. Sunovatech/VRAcademi is not responsible for any specific outcome, or lack thereof.

2. Scheduling/Rescheduling Online Private Lessons

1. I am responsible for scheduling all lessons via the link sent out via email or by contacting +447771848557 or on +971567000095.
2. I can reschedule a lesson by emailing info@vracademi.com . All rescheduling must be done with more than 24 hours notice. If sufficient notice is not provided, then the session is treated as a no show and credited against your account.

2. **Small Group Classes**

1. Classes are on a set calendar (fixed start dates, day of the week, and time) and run for designated weeks.
2. Each class runs for 60 minutes and will have no more than 12 participants in each class.
3. The fee for Group Classes in non-refundable and missed classes will be forfeited and cannot be made up or refunded.
4. Only students registered for the class may participate.
5. Classes are only available for subjects set out by Sunovatech/VRAcademi.
6. Classes will only be taught in English.
7. For safety and security reasons, Sunovatech/VRAcademi will video record every class. Copies of the recording cannot be provided to protect the privacy of the students in the course. Questions should be addressed to info@vracademi.com.
8. Sunovatech/VRAcademi has the right to refuse service.
9. Small Group Classes are a guidance/tutoring service only. No specific outcomes are promised or guaranteed. Sunovatech/VRAcademi is not responsible for any specific outcome, or lack thereof.

3. **Virtual Online classes**

1. Courses are run on a set calendar (fixed dates and times). Virtual classes and courses run for 5 consecutive days (Monday – Friday or Sunday - Thursday) and Squads After School courses run for four consecutive days (Monday – Thursday or Sunday - Thursday).
2. Each course session consists of 1 hours of teacher-led instruction and 1 hours of optional self-directed project development. Each After School course session consists of 60 minutes of teacher-led instruction.
3. The fees for Virtual online courses are non-refundable and missed course sessions will be forfeited and cannot be made up or refunded. Fees will not be prorated for missed/cancelled courses, including those purchased as part of a bundle/package. All online courses purchased as part of a package/bundle must be used in the season for which purchase was made. No refunds will be made for unused portions.
4. Courses may be rescheduled, with no change fee, up to 14 days prior to the first day of the course. A \$50 fee will apply to any changes made within 14 days and up to 24 hours prior to the first day of the course. Courses may not be rescheduled within 24 hours of the start of the first day of the course.
5. Only students registered for the course may participate.

6. Courses are only available for subjects set out by Sunovatech/VRAcademi.
7. Courses will only be taught in English.
8. For safety and security reasons, Sunovatech/VRAcademi will video record every course session. Copies of the recording cannot be provided to protect the privacy of the students in the course. Questions should be addressed to info@vracademi.com.
9. Sunovatech/VRAcademi has the right to refuse service.
10. Courses are a guidance/tutoring service only. No specific outcomes are promised or guaranteed. Sunovatech/VRAcademi is not responsible for any specific outcome, or lack thereof.
11. There may be additional software or accounts that are required to complete a course. Required software is listed on the course description page. You can find the course descriptions at www.VRAcademi.com
12. Sunovatech/VRAcademi has the right to refuse service.
13. Our instructors guide students through lessons and a series of small projects with student participation and self-directed learning encouraged. However, no specific outcomes are promised or guaranteed. Sunovatech/VRAcademi is not responsible for any specific outcome, or lack thereof.

c. Release

As a condition of participation in a Sunovatech/VRAcademi Online Program, I authorize that photos, videos, images, audio and testimonials may be taken of me and my student and agree that said content may be used by Sunovatech/VRAcademi in promotional materials, marketing collateral, and online media. These images, testimonials, photos, videos, and audio may be shared and used by corporate partners, the media, or other organizations who work with Sunovatech/VRAcademi. I understand that Sunovatech/VRAcademi, its owners, agents, partners, facility providers, and employees will not be held liable for damages and injuries associated with said publishing, including any and all claims based on negligence. I agree that all images, testimonials, photos, video, and audio taken at or in connection with Sunovatech/VRAcademi are the sole and exclusive property of Sunovatech/VRAcademi.

d. Contacting Instructor

Students and parents/guardians should be aware that under no circumstances should students give their personal contact information to staff, nor is staff allowed to give students or parents/guardians their personal contact information. Other than during the lessons, Staff is not permitted to communicate privately with, give out personal contact info to, or become social media friends with students.

Appendix 1: VIRTUAL REALITY CONCENT FORM

This form indemnifies Sunovatech and VRAcademi from and against any medical claims arising out of participation of your child in our courses.

Name of the student:

Date of Birth:

Location:

Condition	Yes	No
Circulatory disorders (high/low blood pressure, Phlebitis, Heart condition, Thrombosis etc.		
Psychotic Conditions		
Allergies		
Diabetes		
Epilepsy		
Headaches/Migraines		
Cancer/Multiple Sclerosis		
Skin disorder or infection		
Active or acute inflammation		
Binocular vision abnormality		
Impaired balance		
Haemorrhaging or Active Bleeding		
Hypertension		
Arthritis		
Recent accident, head, neck injuries, fractures, sprains or injuries		
Prolapsed in vertebral disc		
Medication		
Any operations less than 6 months ago		

If you have answered YES to any of the questions above, please sign below to say you have obtained your GP's non-objection or your consent for use of VR technology for your child.

Parent or Legal Guardian Name (printed)

Names of Child(ren)

Signature

Date

By signing this declaration, you agree to follow any protocols put in place to ensure the safety of students at our institution.

VIRTUAL REALITY CONCENT FORM
Standard Forms Education – January 2021 V1 VRAcademi/Sunovatech
Group