

TERMS AND CONDITIONS

Effective Date : November 20, 2023

Last updated: November 20, 2023

PLEASE READ THESE TERMS AND CONDITIONS (“AGREEMENT”) CAREFULLY. BY ACCESSING, REGISTERING TO USE, OR USING THE SITES, YOU (“YOU,” “YOUR,” OR THE “USER”) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SITES.

Wanderverse Inc. d/b/a WanderLabs and its Affiliates (“Company,” “our,” “us,” or “we”) owns and operates <https://www.wanderers.ai> and its associated websites, mobile sites, and applications (collectively the “Sites”).

ENTIRE AGREEMENT:

This Agreement, the [Privacy Policy](#) and the [WanderLabs IP Agreement](#) (which is incorporated by reference herein) comprises the entire agreement between User and WanderLabs, and supersedes any and all prior agreements between the parties regarding the subject matter contained herein (including but not limited to any prior versions of this Agreement). By using our Services, including the Sites, you attest that you are authorized to use our Services as stated herein, and that you will comply with this Agreement and all applicable laws, rules, and regulations.

INTRODUCTION AND DESCRIPTION OF SERVICE:

The Sites comprise an evolving multimedia universe of storytelling. It is our intention to develop a community of participants within a unique science fiction and interactive universe. Users become part of the community when they acquire one or more unique digital collectibles that enable participation within an evolving narrative and dynamic storyline, gaming and entertainment experiences. We sometimes collectively refer to our Sites, the digital collectibles and the variety of experiences within them as the “Wanderverse.”

The WanderLabs digital collectibles are non-fungible tokens (each, an “NFT”) which utilizes the blockchain technologies of the Ethereum Network, Polygon Network or other blockchain networks as WanderLabs may determine. The Sites are an interface allowing each User to transact and interact with their WanderLabs minted NFTs to access offered experiences

and transactions. WanderLabs minted NFTs are herein referred to individually as a “Wanderverse NFT.” The Wanderverse NFT’s are issued in collections (with a limited number) around a central theme (each a “Wanderverse NFT Collection”).

To acquire Wanderverse NFTs and interact within the Wanderverse, Users must have their own digital wallet. Each User is entirely responsible for the security, safety and management of their digital wallets whether or not containing Ethereum or other cryptocurrency, one or more of the Wanderverse NFTs or other NFTs digital assets of any kind. Without limitation, each User is solely responsible for validating all transactions generated by the Sites and/or which involve their digital wallets and a Wanderverse NFT before proceeding with any such Transaction (as defined more fully below). There is no ability to undo, reverse, or restore any such Transactions once they have occurred. The Sites, smart contracts, and all Services related to the Wanderverse NFTs and within the Wanderverse are provided to you “as is” without any warranty or promise of availability of services of any kind. By using the Sites, minting, acquiring, trading the Wanderverse NFTs, or interacting with our smart contracts, you are accepting and assuming sole responsibility for any and all Transactions involving the Wanderverse NFTs and any other aspects of the Wanderverse.

Users who lawfully acquire a Wanderverse NFT have acquired personal property rights to that NFT including the right to freely sell, transfer, “burn” (as part of a gaming experience within the Wanderverse) or otherwise dispose of the NFT by any means. WanderLabs retains the ownership of all intellectual property which comprises the Wanderverse NFTs including, without limitation the copyright to the artwork, and any video, images, music or other content or works of authorship associated with that Wanderverse NFT and the Wanderverse Collection (“WanderLabs IP”). The User’s rights to use the WanderLabs IP which are embodied in their Wanderverse NFT shall be for their own personal non-commercial and private uses and shall be subject to the terms of the [WanderLabs IP Agreement](#).

This Agreement covers all Users and any Wanderverse NFT Collection and all Wanderverse NFTs that exists in the Wanderverse.

DEFINITIONS:

Definitions of certain capitalized terms are contained within the body of this Agreement. In addition, for purposes of this Agreement, the following definitions shall have the same meaning regardless of whether they appear in singular or in plural:

“Affiliate” means, with respect to a given entity, an entity that is controlled by, under common control with or controls such entity, where “control” means an entity’s (i) ownership, directly or indirectly, of equity securities entitled it to exercise in the aggregate at least 50% of the voting power of another entity or (ii) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to another entity, whether through the ownership of securities, by contract or otherwise.

“Company” (referred to as either “Company”, “we”, “us” or “our” and/or “WanderLabs” in this Agreement) refers to Wanderverse Inc. d/b/a WanderLabs, 9450 SW Gemini Drive PMB 75187 Beaverton, OR 97008 and its Affiliates.

“Device” means any internet-capable apparatuses, machines, appliances, and hardware, now known or hereinafter devised and/or created, regardless of the particular

underlying technology and mechanism and manner of connection, including, but not limited to, so-called “Smart TVs,” computers, laptops, desktops, tablets, iPads, and mobile phones.

“Ethereum Network” means the blockchain powered by Ethereum.

“Polygon Network” means the blockchain powered by Polygon.

“Services” means all communications, functionality, features, games, arrangements, organization, codes, software, opportunities, interactions, subscriptions, comments, products, goods, activities, transfers, purchases, or other services made available on or through the Sites.

“Third-Party Providers” means any individuals, entities, services, manufacturers, organizations, contributors, or marketplaces involved with or connected to Company or any Transaction.

“Transaction(s)” means any and all aspects of Users’ purchase and/or interactions with NFTs including all Wandervese NFT’s on and/or through the Sites and/or any Third-Party Providers.

ACKNOWLEDGMENT:

IN ACQUIRING A WANDERVERSE NFT, A USER ACKNOWLEDGES AND AGREES THAT THEY ARE DOING SO FOR ENTERTAINMENT AND CONSUMER ENJOYMENT PURPOSES ONLY WHICH MAY INCLUDE ACCESS TO FEATURES OF THE SITES AND TO PARTICIPATE AS A MEMBER OF THE WANDERVERSE COMMUNITY. EACH USER EXPRESSLY STATES THAT THEY HAVE NOT AND WILL NOT IN THE FUTURE ACQUIRE ANY WANDERVERSE NFT FOR THE PURPOSES OF INVESTMENT OR TO OBTAIN A SECURITY OR APPRECIATING ASSET OR WITH THE EXPECTATION OF ANY PROFIT OR FINANCIAL RETURN. THE WANDERVERSE NFTS ARE NOT INVESTMENTS, SECURITIES, SECURITY TOKENS OR CURRENCY AND THEY ARE NOT INTENDED TO BE A STORE OF FINANCIAL VALUE. NOTHING HEREIN IS INTENDED TO CONSTITUTE AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY OR AS A RECOMMENDATION TO PURCHASE, HOLD OR ACQUIRE ANY WANDERVERSE NFT.

The Sites and Services are intended for adults over 18 years of age. By accessing and using the Sites and the Services, User represents, warrants, covenants, and affirms that User: (i) has read, comprehends, and agrees to be bound and to abide by these Terms; (ii) is eighteen (18) years or older; and (iii) is solely responsible for ensuring that your use of and access to the Sites and Services satisfies the requirements set forth in this Agreement at all times. If you are a parent or guardian of a person who is under 18 years of age and you are aware that such person has violated this Agreement, please contact us immediately and we will take measures to remove such information from our systems.

You are not permitted to purchase a Wandervese NFT if you are related in any way to, the governments of, or any persons within (including as a resident) of any country or jurisdiction under an embargo of the United States enforced by the Office of Foreign Assets Control (“OFAC”), a person named on any list of sanctioned individuals or entities; or prohibited from becoming an owner pursuant to any anti-money laundering, anti-terrorist, economic sanctions and asset control laws.

If User does not satisfy the foregoing requirements, User is required, and hereby agrees, to immediately cease and discontinue any access to and use of the Sites.

MODIFICATIONS TO SERVICE AND TERMS OF SERVICE

WanderLabs reserves the right to modify or discontinue the Sites, the Services and access to them with or without notice. WanderLabs shall not be liable to any User or any third party should WanderLabs exercise its right to modify or discontinue any Services or the Sites. WanderLabs may also change this Agreement from time to time. Changes will be posted at [WanderLabs - Terms and Conditions](#). Your continued use of the Services or the Sites constitutes your agreement to abide and be bound by this Agreement and any modifications thereto.

PRIVACY POLICY

Please refer to our [Privacy Policy](#) for information as to how we collect, process, protect, use, retain, and disclose your personal information.

TRANSACTIONS AND ASSOCIATED RISKS

Any acquisition, sale, or purchase of the Services or made using the Sites shall be conducted through Third-Party Providers and/or using the User's digital wallet. Except in connection with the price of the initial sale of a Wanderverse NFT, WanderLabs has no control over such Transaction proceedings including but not limited to as they are occurring, once they occur, or after they occur. WanderLabs has no ability to reverse any Transaction on the blockchain. You agree that WanderLabs has no liability to you or any third party or any third-party payment provider for any claims or damages that may arise as a result of any Transaction related to the Services or the Sites or the use of your digital wallet.

You are solely responsible for every Transaction that occurs utilizing a Third Party Provider.

User hereby acknowledges and understands that all Transactions are mediated entirely by smart contracts and the Ethereum Network and/or the Polygon Network, outside of the control of Company and any of Company's Affiliates. At no point may Company reverse any Transaction, seize, freeze, or otherwise modify the ownership of any Wanderverse NFT or any Wanderverse NFT Collection in whole or in part.

You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These include, but are not limited to, risk of losing access to NFTs due to loss of a PIN, wallet keys, two-factor authentication devices, or log-in information, custodial error or purchaser error, smart contract error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility. The prices of collectible blockchain assets may be extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value.

The regulatory regime governing blockchain technologies is uncertain and evolving. New regulations or policies may materially adversely affect the use case for the Wanderverse NFTs and/or the Sites and the Services. Changes or upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain

networks may have unintended, adverse effects on all blockchains, including any that are related to the Services the Sites and any Wanderverse NFTs you may hold.

You are solely responsible for any and all applicable use, sales, and value-added taxes, as well as any duties and assessments claimed by any governmental authority associated with your use of the Services or the Sites and/or your ownership of any Wanderverse NFT and/or any Transactions involving such Wanderverse NFTs. Except for income taxes levied on us, you: (A) will be solely responsible for reporting any tax obligations when, if ever, such obligations arise as a result of your Wanderverse NFTs; (B) will pay or reimburse WanderLabs for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and other taxes as may be required, and amounts levied in lieu thereof based on charges set, services performed or payments made in connection with Transactions hereunder, as are now or hereafter may be imposed under any tax authority.

No communication from WanderLabs including any information from any party through any party constitutes tax advice, and users are solely responsible for determining what, if any, taxes apply to their interaction with Wanderverse NFTs and any Transactions through or in respect of the Services..

INTELLECTUAL PROPERTY

When you purchase, acquire or otherwise become the lawful holder of a Wanderverse NFT, you shall have the right to use the intellectual property of WanderLabs ("WanderLabs IP") as more fully described in and subject to the WanderLabs IP Agreement which may be found [Here](#). You expressly agree to be bound to the terms of the WanderLabs IP Agreement, as it may be amended from time to time.

CONTENT RESPONSIBILITY

We reserve the right to modify and update the Sites, and/or the Services at any time and for any purpose, including to correct errors, inaccuracies, or to make other corrections. We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property rights or this Agreement.

The Sites or the Services may contain links to third-party websites or services that are not owned or controlled by Company and/or content that is provided by third party users of the Sites. User hereby acknowledges that Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party including third party websites or services. User further acknowledges that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. Company strongly advises that User reads the terms of service and privacy policies of any third-party websites or services that User visits. If User decides to access other websites, User does so at its own risk.

USER CONDUCT

You understand that all information, data, links, text, software, music, sound, photographs, graphics, video, messages, or other materials posted by a you ("User Content"), whether publicly posted or privately transmitted, are the sole responsibility and property of the

individual or entity from which such User Content originated. This means that you, and not Company, are entirely responsible for all User Content that you upload, post, or otherwise transmit via the Services or the Sites.

Company does not control the User Content posted via the Services or the Sites by you or other Users and, as such, does not guarantee the accuracy, integrity, or quality of such User Content. You understand that by using the Services or the Sites, you may be exposed to User Content that is offensive, indecent, or objectionable.

User agrees to not use the Services, the Sites or any Wanderverse NFTto:

- upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- solicit or obtain another User's login credentials to the Services or the Sites, or attempt to use another User's account without their permission;
- upload, post, or otherwise transmit any material that you do not have a right to transmit under any law, contractual or fiduciary relationships (including, without limitation, insider information, proprietary and confidential information learned or disclosed as part of employment relationships, or information protected by a non-disclosure agreements);
- upload, post, or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- upload, post, or otherwise transmit any material that contains software viruses or any other malicious computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services, the Sites, or any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Services or the Sites, including servers or networks connected to the Services or Sites, or fail to abide by any requirements, procedures, policies, or regulations of networks connected to the Services or the Sites;
- circumvent the security features of the Services or the Sites, or access any Services or features of the Sites to which you are not authorized to access;
- reverse engineer or duplicate any functionality of the Services or Sites;
- spam, phishing, pharm, pretext, spider, crawl, or scrape;
- intentionally or unintentionally violate any applicable local, state, national, or international law, regulation, or ordinances, including, but not limited to, the regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

- “stalk” or otherwise harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other characteristic of protected category of any other person; or
- promote or provide instructional information about, or solicit others to perform or participate in any illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

TERMINATION

We may immediately terminate or suspend your access to the Sites or Services, without prior notice or liability, for any reason whatsoever, including, but not limited to, if you breach this Agreement and/or WanderLabs IP License to Wanderverse NFT Holders. Upon such termination, your right to use the Sites and the Services will cease immediately.

DISCLAIMER OF WARRANTIES

USER EXPRESSLY AGREES THAT USE OF THE SERVICES AND THE SITES IS AT USER’S SOLE RISK:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT THE SERVICES OR SITES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR MAKES ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SITES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SITES, OR THAT DEFECTS WILL BE CORRECTED.

USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR SITES IS DONE AT USER’S OWN DISCRETION AND RISK AND USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. COMPANY MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE SITES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OR SITES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM OR THROUGH THE SERVICES OR THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY DAMAGES THAT YOU MAY INCUR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF THE WANDERLABS ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF: THE AMOUNT YOU PAID FOR YOUR WANDERVERSE NFT (AS DETERMINED IN U.S. DOLLARS AS OF SUCH DATE) IF THE WANDERVERSE NFT IS AN INITIAL SALE; THE AMOUNT RECEIVED BY WANDERLABS UNDER A SMART CONTRACT AS A ROYALTY, IF ANY, (AS A PERCENTAGE OF THE PRICE PAID BY YOU (AS DETERMINED IN U.S. DOLLARS AS OF SUCH DATE) IN CONNECTION WITH AN SUBSEQUENT SALE OF AN A WANDERVERSE NFT; OR ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

To the maximum extent permitted by applicable law, in no event shall Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Services or Sites, third-party software and/or third-party hardware used with the Services or Sites, loss of any gas fees for failed Transactions, any excessive gas fees charged due to the Sites or smart contract bugs, any loss of any NFT due to the Sites or smart contract bugs, loss of assets from your wallet, or otherwise in connection with any provision of this Agreement), even if you or Company have been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Each party's liability will be limited to the greatest extent permitted by law.

To the extent permitted by applicable law, Company makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Sites and/or Services, or the information, content, and materials or products included thereon; (ii) that the Sites or Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Sites or Services; or (iv) that the Sites or Services, its servers, the Transactions, or communications sent from or on behalf of Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. The exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

NO GUARANTEE OR PROMISES OF FUTURE SERVICES

We are fully committed to the development of the Wanderverse and it is our intention to continually grow and develop the story and community surrounding the Wanderverse NFT Collection(s). While our goal is to fulfill our vision of a Wanderverse future for the Sites and the Wanderverse NFTs, sometimes things happen and, as such, we cannot make any guarantees as to the success of such endeavors. By conducting a Transaction hereunder, you agree that you are not relying on any future commitments by any of the Company. Additionally, you agree that you have no expectation that any Wanderverse NFT which you come to own or otherwise hold will have any use or any ancillary value whether monetary or otherwise. You are entirely responsible for any tax liability which may arise from conducting any Transaction.

INDEMNITY

You agree to indemnify and hold Company and its subsidiaries, Affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services or the Sites, your violation of this Agreement, or your violation of any applicable laws or the rights of another.

GOVERNING LAW

This Agreement shall be governed by, construed, interpreted and the rights of Company and User determined in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of law. The Parties consent to exclusive jurisdiction in the state or federal courts for New Castle County, Delaware. Each of Company and User agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of Company and User hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of forum non conveniens to the maintenance of such action or proceeding in any such court.

INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of this Agreement will cause irreparable damage to Company, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Company shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of this Agreement by you, or your Affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by Company in obtaining such an injunction, including, without limitation, reasonable attorneys' fees. You agree that no bond or other security shall be required in connection with such injunction. In no event shall you at any time be entitled to injunctive or other equitable relief.

DISPUTE RESOLUTION

If you have any concern or dispute about the Sites or the Services, you agree to first try to resolve the dispute informally by contacting Company at the email address below.

WAIVER OF RIGHT TO JURY TRIAL AND CLASS ACTION STATUS

THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE PRIVACY POLICY, AND THE WANDERLABS IP AGREEMENT OR ANY OTHER STATEMENTS OR ACTIONS OF THE COMPANY OR USER. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF THEIR OWN FREE WILL. THE PARTIES FURTHER ACKNOWLEDGE THAT (I) THEY HAVE READ AND UNDERSTAND THE

MEANING AND RAMIFICATIONS OF THIS WAIVER, (II) THIS WAIVER HAS BEEN REVIEWED BY THE PARTIES AND IS A MATERIAL INDUCEMENT FOR ENTRY INTO THIS AGREEMENT, THE PRIVACY POLICY AND THE WANDERLABS IP AGREEMENT AND (III) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

YOU AND WANDERLABS EACH AGREE THAT ANY CLAIMS IN RESPECT OF A DISPUTE MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR OTHER PROCEEDING IN WHICH A PERSON ATTEMPTS TO RESOLVE A DISPUTE AS A REPRESENTATIVE OF ANOTHER PERSON OR GROUP OF PERSONS.

FOR EUROPEAN UNION USERS

Company is headquartered in the United States, and its Sites and Services are designed and intended for audiences within the United States. If you reside in the United Kingdom or the European Union, you will benefit from any mandatory provisions of the law of the country in which you are a resident in connection with use of the Sites or Services.

SEVERABILITY

In the event that any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

GENERAL WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a 'our ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach. The section titles in this Agreement are solely used for the convenience and have no legal or contractual significance. You also may be subject to additional terms and conditions that may apply when you use affiliate or other services, third-party content or third-party software. If Company takes any action to enforce this Agreement, it shall be entitled to recover from you, and you agree to pay, all reasonable and necessary attorneys' fees and any cost of litigation, in addition to any other relief, at law or in equity, to which Company may be entitled. To the fullest extent permitted by applicable law, you agree to waive any class action status, and any legal dispute arising under or related to this Agreement, the Services, or the Sites shall only be done on an individual basis.

NOTICE

All notices to Company or User shall be in writing and shall be made either via email or conventional mail. Company may distribute notices or messages through the Services or Sites to inform User of changes to this Agreement, the Services, the Sites, or other matters of importance; such distribution shall constitute notices to User as permitted by applicable law.

VIOLATIONS

We respect the intellectual property rights and any additional legal rights of others and prohibit you from using the Services or Sites in a way that violates those rights. Under the U.S. Digital Millennium Copyright Act, copyright owners can file a complaint where they believe materials infringe on their copyright. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by information on the Sites or by any of our WanderLabs IP, please report these and any violations of these Terms to Company at legal@wanderers.ai.

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

CONTACT US

If you have any questions about this Agreement, you can contact us at:

legal@wanderers.ai

Wanderverse, Inc.

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Beaverton, OR 97008