

UNIVERSAL TERMS AND CONDITIONS

LAST UPDATED: MAY 1, 2022

These following Universal Terms and Conditions (“Terms”) along with our Privacy Policy available at www.SeekXR.com/Privacy, and the User Agreement available at www.SeekXR.com/UserAgreement, govern your use of any of SeekXR’s services regardless of the website of origin, including but not limited to www.SeekXR.com and all of its affiliates and affiliates’ web sites offering access to our software, services, coins (e.g. “Ocavu”), non-fungible tokens, emails, marketing materials, exchanges, or any form of physical or digital networks or physical or digital impressions, images, platforms, interactions, experiences, environments or engagements (each individually a “Network”, and collectively, the “Networks”). By engaging or interacting with any of the Networks, you acknowledge, covenant, and agree to be bound by the then applicable, future-version of these Terms even after ceasing your use of a Network, for any and all rights related to or arising from your use of a Network or the Networks. To meet the dynamic regulatory and legal landscape that may or may not affect any of the Networks, and protect us and you, we reserve the right to modify these Terms at any time, effective upon posting of the modified Terms to the following URL: (www.SeekXR.com/Terms). In any event, we may revise or modify these Terms, any Network, or any content on any Network, at any time without notice, but we will notify you of the change on the Network. Again, by using any one of the Networks, you are agreeing to be bound by the then applicable, future-version of these Terms.

These Terms govern and control your and anyone’s use of and on any of the Networks, however accessed and regardless of who owns or controls the applicable Network, and the various online services and products offered through the Networks. These Terms also govern your use of our

social media channels, including Discord, Facebook, Twitter, LinkedIn, and Instagram. All visitors to one of the Networks, including those seeking or receiving experiences on one of the Networks, regardless of whether such users are transacting business, by using the Network agree to follow these Terms.

These Terms govern and control over all agreements entered between us and anyone else. Therefore, the Terms also govern all use of, entry to, or receipt of services from us and by using any of one of the Networks you agree the Terms are incorporated into each agreement you enter with us as if set forth fully therein and may be modified from time to time by us. You agree that the future-version of the Terms will apply in the event of a claim, loss, dispute, event, damage, or injury (a “Claim”). The Terms are adjustable at our discretion to meet the dynamic nature of the legal and regulatory landscape, and changing laws, technologies, rules, regulations, and our needs. The most current version of the Terms will govern in the event of a Claim. In the event of conflict between these Terms and any related agreement between you and us, these Terms govern and control, unless and only if such mutually executed subsequent agreement expressly identifies these Terms, and explicitly includes the following phrase as a separate section in the agreement: “**General Terms Overridden.** Both parties agree a Section of the Terms are replaced herewith as follows:”, and only then when such agreement identifies which sections of these Terms are to be replaced.

Again, by using any of one of the Networks, you agree to the Terms set forth herein. If you do not accept these Terms, do not provide us with ANY information regarding you personally, and you should not access the Networks or use any of the services, products, or content provided on or through the Networks or our social media channels. Accordingly, you acknowledge, covenant, and

agree that by accessing or engaging with a Network, you will be bound by the foregoing and following Terms:

1. Accounts/Data Ownership. WE DO NOT HANDLE ANY OF YOUR OR YOUR PERSONAL OR CONFIDENTIAL INFORMATION. ANY USERNAME YOU SELECT FOR USE ON A NETWORK WILL BE ASSOCIATED WITH A TELEPHONE NUMBER OF YOUR CHOOSING AND/OR EMAIL ADDRESS OF YOUR CHOOSING AND WE WILL CONSIDER THIS INFORMATION PUBLIC AND DEEM IT “PUBLICLY AVAILABLE INFORMATION” THAT CAN BE SHARED WITH OTHERS IN THE ECOSYSTEM TO ENHANCE THE NETWORKS. IF YOU CHOOSE TO USE A THIRD-PARTY LOGIN (E.G. APPLE, GOOGLE OR OTHER LOGIN), WE WILL NOT HAVE ANY INFORMATION ABOUT YOU EXCEPT FOR THE NUMBER OR EMAIL YOU SHARE WITH US. IF YOU WISH THIS INFORMATION TO REMAIN PRIVATE OR PROTECTED DO NOT SHARE IT WITH US. WE DO NOT COLLECT ADDRESSES, NAMES, OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION. ALL PAYMENT INFORMATION WILL BE HANDLED BY A THIRD-PARTY PLATFORM WHO WILL PROCESS YOUR DATA OUTSIDE OUR VISIBILITY OR CONTROL (E.G. STRIPE). IF YOU DO NOT WANT AN EMAIL OR TELEPHONE NUMBER INFORMATION SHARED IN A NETWORK, THEN DO NOT USE THAT NETWORK. IF YOU WISH YOUR TELEPHONE NUMBER OR EMAIL TO REMAIN PRIVATE OR CONFIDENTIAL, OR DO NOT WANT THAT INFORMATION TO BE TREATED AS PUBLICLY AVAILABLE INFORMATION ABOUT YOU IN THE NETWORK, DO NOT GIVE IT TO US AND DO NOT USE THE NETWORK. AGAIN, WE RESERVE THE RIGHT TO SHARE ALL PUBLICLY AVAILABLE INFORMATION WITH OTHERS WITHIN THE NETWORKS. IF YOU GIVE US YOUR EMAIL OR YOUR TELEPHONE

NUMBER, YOU ACKNOWLEDGE AND AGREE THAT ITS PUBLICLY AVAILABLE DATA, NOT PERSONALLY IDENTIFIABLE INFORMATION, AND NOT PROTECTED BY ANY REGULATIONS, LAWS, RULES, OR DUTIES OF CONFIDENTIALITY OR PRIVACY. YOU EXPRESSLY AGREE TO WAIVE ANY CONSUMER OR PRIVACY RIGHTS OR PROTECTIONS FOR THIS PUBLICLY AVAILABLE INFORMATION AND ACKNOWLEDGE AND AGREE THAT WE HAVE NO WAY OF ASSOCIATING THAT PUBLICLY AVAILABLE INFORMATION WITH YOU UNLESS YOU EXPRESSLY CHOOSE TO HAVE IT ASSOCIATED WITH YOU. IF YOU CONSIDER YOUR CURRENT EMAIL OR TELEPHONE NUMBER PRIVATE, THEN CREATE AND PROVIDE A NEW NUMBER OR EMAIL TO BECOME A MEMBER OF A NETWORK. BY USING THE NETWORK YOU EXPRESSLY REPRESENT THAT YOU WISH THE NUMBER OR EMAIL YOU PROVIDE TO BECOME PUBLICLY AVAILABLE INFORMATION AND DO NOT WISH THAT EMAIL OR PHONE NUMBER TO REMAIN PRIVATE BUT RATHER WANT IT TO BE PUBLICLY AVAIABLE, SEARCHABLE BY US, OTHER USERS, PARTNERS, VENDORS, OR THE BRAND ASSOCIATED WITH THE NETWORK.

2. Payment Processing. You agree to use our authorized payment methods and/or payment portal, as directed by us from time to time. Such portal is controlled by a third party, and may contain additional terms and conditions, and may either receive payment via wire, or other method. You agree to be responsible for convenience, credit card, or other third-party processing fees, at our request. In no event will the terms and conditions of your payment portal, platform, bank, financier, or provider, be imposed on us, as the terms herein govern and control. If you are a Brand or Vendor, we may accommodate requests to use a third-party payment system or payment facilitation software provided that the requesting party agrees to be responsible for any fees or

charges imposed by such third-party payment system or payment facilitation software (a “Payment Portal”). Our accommodation of your platform or portal, use of or affixing of a signature to any such Payment Portal, or other terms and conditions introduced by you or a vendor related to a vendor’s, or your third party’s software, statement of work, invoice, purchase order, Payment Portal, or similar instrument, does not constitute an agreement or modify the existing agreement with us.

3. Payment Card Data. When purchasing goods or services from us, we may permit you to pay with a credit card or other form of electronic currency. All such payments will be handled by a third-party payment platform (e.g. Stripe) of our choosing which may change from time to time. We will not have visibility to or access the payee’s name, telephone number, address, or electronic payment card information. Please note if you do purchase something from us, it has no redeemable cash value. Therefore, except for refunds which may be permitted from time to time, you cannot exchange something you buy from us back into cash or another form of currency, and they have no redeemable value outside one of the Networks.

4. Brands. One of the Networks offer digitally enhanced experiences that are sponsored by, promoted by, or in connection with a business, product, service, sport, or activity (each a “Brand”). If you buy any service from us for use on a Network for use with a Brand, you acknowledge that we do not control the content of the Brand or their actions and that we are not a joint-venture or partner with them, but rather that we are acting as a service provider to enhance your experience with the Brand through our Network.

5. Our Intellectual Property. You agree not to use our designs, trademarks, services marks, name, likeness, image, or the registered or unregistered names of our products or services (each a form of “IP”), or those of the Brands with which we do business without a separate license

agreement that grants you a non-exclusive, revocable license, to use the same. If we discover that you are using any unauthorized IP or the IP of a third party without permission we reserve the right to take immediate action and you agree to remove the IP from the Networks, immediately following written notice from us.

6. No Professional Advice. Please note that all transactions involving Digital Items have no independently determinable or guaranteed value. In considering whether to hold Digital Items, you should be aware that the price or value of a digital asset is not controlled or set by us, can change rapidly, decrease, and potentially even fall to zero. If a third party attempts to assign value to our Digital Assets, we are not responsible for such a market and we make no representations or warranties concerning the real or perceived value of digital assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of digital assets, we make no representations regarding the quality, suitability, truth, usefulness, accuracy, or completeness of such data, and you should not rely on such data for any reason whatsoever. You understand and agree that the value of digital assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by using or transferring digital assets in connection with our Services. We do not provide investment advice and any content contained on the Site should not be considered as a substitute for tailored investment advice. The contents of the Networks should not be used as a basis for making ANY investment decisions.

7. Limitation of Liability. THE NETWORKS GIVE YOU ACCESS TO PHYSICAL AND DIGITAL EXPERIENCES, INCLUDING WITH VARIOUS BRANDS. AS SUCH, ANY PURCHASE MADE ON THE NETWORKS CANNOT BE CONSIDERED AN INVESTMENT, A SECURITY OR ANY OTHER TYPE OF FINANCIAL COMMODITY. RATHER YOU ARE PAYING FOR AN EXPERIENCE THAT IS ENHANCED BY DIGITAL ITEMS AND

DIGITAL SERVICES THROUGH THE NETWORKS. SO, YOU AGREE THAT WE HAVE NO LIABILITY AND ARE NOT RESPONSIBLE FOR THE ACTIONS OR INACTIONS OF ANY THIRD-PARTY MARKET, PLATFORM, OTHER USERS. ADDITIONALLY, LIKE ANY ORGANIZATION, WE ARE MADE UP OF HUMANS. WHILE WE WILL TAKE MEASURES TO PROTECT AGAINST HUMAN ERROR, AS GOES THE SAYING, “TO ERROR IS HUMAN”. AS SUCH, YOU SIMILARLY ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR THE UNAUTHORIZED, ABERRANT, OR IMPROPER ACTIONS OF OUR EMPLOYEES THAT VIOLATE OUR RULES, CODES, POLICIES, OR DIRECTIONS. WE ARE NOT LIABLE TO YOU OR YOUR CUSTOMERS OR ANY THIRD PARTY OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, DAMAGE TO EQUIPMENT, LOSS OF TECHNOLOGY, LOSS OF DATA, NON-DELIVERIES, OR IN ANY WAY RELATED TO THE NETWORK, SERVICES OR ANY ASPECT OF YOUR EXPERIENCE OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL ANY AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY EXCEED THE AMOUNT PAID BY YOU TO US FOR YOUR ACCESS TO THE NETWORK IN THE SEVEN (7) WEEKS IMMEDIATELY PRECEDING THE DATE ON WHICH THE SUBJECT CLAIM AROSE. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO INDEMNITY OBLIGATIONS

OR BE INTERPRETED TO REDUCE COMPENSATION WHICH IS OTHERWISE DUE TO US.

8. Indemnification. YOU ALSO AGREE AND COVENANT TO DEFEND, INDEMNIFY AND HOLD US HARMLESS, INCLUDING OUR DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES AND CUSTOMERS (COLLECTIVELY WITH US, THE “COVERED ENTITIES”) FOR, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, LOSSES AND/OR LIABILITIES (INCLUDING ATTORNEY FEES) (COLLECTIVELY, “COSTS”) ARISING FROM OR RELATED TO CLAIMS MADE BY OR AGAINST ANY OF THE COVERED ENTITIES ALLEGING YOUR: (I) INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS; (II) DAMAGE CAUSED BY OR RELATED TO YOUR ACTS OR OMISSIONS ON A NETWORK, INCLUDING ANY VIOLATION OF OUR OR ANY BRAND’S TERMS (INCLUDING ACCEPTABLE USE POLICIES); (III) ANY DAMAGE, INTERFERENCE, OR DESTRUCTION YOU OR SOMEONE YOU HAVE A RELATIONSHIP WITH CAUSES TO THE NETWORK OR TO ANOTHER USER FROM YOUR ACTS OR OMISSIONS; (IV) ANY DAMAGE OR PERSONAL INJURY TO YOU ARISING OUT OF YOUR ACTIVITIES ON A NETWORK; (V) ANY DAMAGE ARISING FROM OR RELATED TO THE YOUR SYSTEMS OR EQUIPMENT; OR (VI) ANY WARRANTIES PROVIDED BY OR THROUGH YOU TO ANY THIRD PARTIES REGARDING THE NETWORKS (COLLECTIVELY, THE “COVERED CLAIMS”). IN THE EVENT OF A COVERED CLAIM, THE COVERED ENTITY MAY SELECT ITS OWN COUNSEL TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM. YOU WILL NOT SETTLE A COVERED CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATION UPON A COVERED ENTITY.

9. Your Cyber-Protection. While we will take reasonable measures to protect the integrity of the Networks, they are not fully owned or controlled by us, but rather a service offered through technology and experiences orchestrated, managed, and controlled by Brands. As such, we are not responsible for the integrity, safety, reliability or security of your experiences on the Networks, or for the Networks of Brands. Any information you share with us is accessible by the Brands and their affiliates, marketing affiliates, agents, employees, partners and third parties unknown to us. As such, please be sure to only share information that you wish to be treated as Publicly Available Information. When using a Network, you are responsible for your own security, including encryption, dual authentication, firewalls, virtual private networks, and other safety measures. We want to help protect you from scammers that attempt to impersonate us or others. You acknowledge that we are not responsible for any loss of your Digital Item, resulting from theft, loss, or mishandling of private keys outside our control, the criminal or unlawful actions of others. You are responsible for your Digital Assets. Remember these important tips so that you can identify scams and keep your account and information safe:

a. **Never Feel Pressured to Give Information (Such as Your Credit Card Number or Account Password) Over the Phone, Especially if the Call was Unexpected.** Scammers may try to use calls, texts, or emails to impersonate us or our member services. If you are ever unsure, it is safest to end the call/chat and reach out directly to member support through a network, app or website.

b. **Never Pay over the Phone.** We will never ask you to provide payment information, including gift cards (or “verification cards”, as some scammers call them) for products or services over the phone.

c. **Trust Our Channels of Communication Only.** Always go through our mobile app or website when seeking member support or when looking to make changes to your account.

d. **Be wary of False Urgency.** Scammers may try to create a sense of urgency to persuade you to do what they're asking. Be wary any time someone tries to convince you that you must act now.

10. Public Statements. By utilizing a Network or purchasing any service or Digital Asset from us or a Brand, you agree these Terms govern and control over any public or private statements made by us or our executives about our Digital Assets that are inconsistent with these Terms.

11. All Purchases Final/No Refunds/ No Cash Value. If you elect to purchase a product or a service on a Network, it has no cash value, and is not redeemable for cash, and while it may be transferable, the sale is final, it is not refundable, and as no cash value. This policy applies to any purchases of anything (digital or physical) on a network including coins or non-fungible tokens (“Digital Item”). They have no cash value and are NOT an investment. While a Digital Item may be bought or sold for value by a third party, it is not designed to increase in value. By purchasing a Digital Item, you agree you are purchasing it for an experience, either the experience offered by the Network, or the visual experience and/or artistic impression created by the Digital Item only. While the Digital Item might be redeemable for experiences yet to be determined, those experiences have no independently redeemable or refundable value. Likewise, you agree that you have no “reasonable expectation of profits to be derived from the efforts of others” for any Digital Item you purchase because there is NO CASH VALUE. First, there is no reasonable expectation of profit because if you are buying anything as an investment or for profit, we reasonably expect you to talk to professionals like accountants, attorneys, and other professional advisors. The SEC

has provided guidance here and we and you agree that we are **NOT A SECURITY OFFERING**: <https://www.sec.gov/corpfin/framework-investment-contract-analysis-digital-assets>. If you want to invest in us there is a different process and vehicle that is only available to accredited investors subject to non-disclosure agreements. While people may buy our sell our Digital Items on a third-party marketplace or platform, we do not control those services and have no financial interest in that, and do not guarantee that there is any value in the coins or NFTs, or any other digital asset we provide, so you and we agree there is **NO EXPECTATION OF PROFIT** on these Digital Items. Similarly, we have not created a marketplace, and do not support any marketplace for our Digital Items. Rather, your purchase of our Digital Item is like buying game coins at Chunky-Cheeze (yes, it's spelled wrong on purpose). There is no redeemable value. There is no cash value. Rather, all it lets you do is gain access to the Networks and experiences we and the Brands offer. Second you and we agree you cannot and are not relying on our or anyone else's efforts because the Digital Items we offer are ownership experience Digital Item only. This means, that you're not relying on us making the Digital Item more valuable, but instead you're simply buying the Digital Item for the enjoyment and experience of owning the Digital Item and the perks that may come along with it, including the artistic experience and impression, social media and social group bragging rights, and the other experiences offered to holders of our Digital Item. We will not be buying back the Digital Items.

12. Client Ecosystem Collaborations. We are a technology empowered, experience ecosystem. All potential experience opportunities can be identified on the Networks so that other members know which Brands who is available for interaction within the Network. It is paramount to the ecosystem that each member may connect and collaborate with the other members in the system. The Networks are designed for anonymity. Please do not use your first and last name in

your username. Likewise, the Networks are designed to allow Brands to promote their products to your username. Therefore, you hereby authorized us to introduce Brands to your username via your email or telephone number to the Brands, and their vendors and clients, for the purpose of synergies and/or collaborative benefit to enhance your experiences. Consequently, if you desire to keep your email or telephone number private, please obtain a new email or telephone number you are willing to allow to be used publicly to interact with the Networks. All vendors, partners, participants, and collaborators agree to issue us a limited, non-exclusive, license unto us to use their names, logos, likenesses, brands, trademarks, service marks, or other identifying and symbols to increase the likelihood of collaboration, eco-system enhancement and experience advertisement on the applicable Networks.

13. Limited License. We grant you a limited license to access and make personal use of the Networks, subject to your compliance with these Terms. You agree to use the Networks only for lawful purposes and to comply with all local, state, and federal laws, statutes, rules, and regulations. You agree not to take any action that might compromise the security of the Networks or render the Networks inaccessible to others or otherwise cause damage to the Networks or its contents. You agree not to use the Networks in any manner that might interfere with the rights or privacy of others. You also agree not to spam, share unlawful material, or do any act that hurts others. You agree that we have the right to suspend your use, revoke your ability to use your Digital Assets, or take other measures to protect the integrity of any and all Networks from cyber-attacks or other forms of abuse. YOU AGREE THAT ACTUAL, INDIRECT OR ATTEMPTED VIOLATIONS OF THESE TERMS (EACH, A “VIOLATION”) MAY RESULT IN FINES, SUSPENSION OR TERMINATION OF ACCESS, IN OUR SOLE DISCRETION.

14. Prohibited Uses. You may not use the Networks to (a) attempt to or actually disrupt, impair, interfere with, alter, or modify any data, information, software applications, or other materials posted and/or displayed by us, a Brand, another member, or anyone else; or (b) collect or attempt to collect any information from others, including, without limitation, personally identifying information; or (c) attempt to or actually disrupt, impair, interfere with, alter, or modify any data, information, software applications, or other materials posted and/or displayed on another website.

15. Social Media Policy. We communicate regularly through several social media channels, including Discord, Twitter, LinkedIn, Facebook, Snapchat and Instagram. Each of these platforms has its own usage and privacy policies. We reserve the right to remove content that contains abusive, vulgar, obscene, racist or harassment charged comments. We will also remove content containing personal attacks. All posted content will be subject to review by us or one of our agents. Our moderating of comments will typically occur during normal business hours but may not occur until we are apprised.

16. Violations. You are prohibited from violating or attempting to violate the physical or digital security of the Networks, including, without limitation, (a) accessing data or information not intended for you; (b) accessing an account that you are not authorized to access; (c) probing, scanning, or testing the vulnerability of the Networks, or breaching any security or authentication measures, regardless of your motives or intent; or (d) interfering with or disrupting the Networks. Violations of the security of the Networks may result in civil or criminal liability. We retain the right to investigate occurrences that may involve such violations, and we will reserve the right to assist law enforcement authorities in the prosecution of such violations. When accessing or using

the Networks, you agree that you are solely responsible for your conduct while accessing and using a Network. Without limiting the generality of the foregoing, you agree that you shall not:

- a. use a Network in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- b. use a Network to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;
- c. use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- d. use or attempt to use another person's credentials without authorization;
- e. attempt to circumvent any content filtering techniques we or a Brand may employ, or attempt to access any service or area of our Services that you are not authorized to access;
- f. introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- g. develop any third-party applications that interact with a Network without our prior written consent;
- h. provide false, inaccurate, or misleading information; or
- i. encourage or induce any other person to engage in any of the activities prohibited herein.

17. Intellectual Property. You acknowledge that we, or our licensors, own and hold all intellectual property and proprietary rights, title, and interest in the Networks and that your use of the same does not transfer any rights to you. Unauthorized use of Content may violate applicable copyright, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the Content or reproduce, display, distribute, share, transfer, copy, or create derivative works from any Content on the Networks. Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with the Networks, are the property of Brands or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give any implied license for the use of the contents of the Networks or the Brand's websites or platforms. You accept and acknowledge that the material and content

contained in or delivered by Networks is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Site or the Services as set forth in this Agreement. You further acknowledge that any other use of content from a Network is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You agree to retain all copyrighted and other proprietary notices contained in the material provided via the Networks on any copy you make of the material but failing to do so shall not prejudice our or the Brands' respective intellectual property rights therein. You may not sell or modify materials derived or created from the Networks or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Networks without our or the applicable Brand's express, written permission. Any rights not expressly granted herein to use the materials contained on or through the Site or the Services are reserved by us or the applicable Brand in full.

18. Accuracy of Information. We cannot verify the accuracy of any information displayed, supplied, passing through or originating from the Networks, so such information may not always be accurate or current. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Networks, information and functions made accessible through the Networks, any hyperlinks to third party websites, or the security associated with the transmission of information through the Services, or any website linked to the Networks.

19. Third Party Services and Content. In using the Networks, you may view content or services provided by third parties, including links to web pages and services of such parties (“Third Party Content”) or from the Brands. We do not control, endorse or adopt any Brand or Third Party Content and have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk.

20. Feedback-Review Property. Any of your questions, comments, or suggestions for improvements regarding the Networks that you email, post, or otherwise transmit to us (your "Communications") will become our property. You hereby relinquish and assign to us the worldwide royalty-free right and title to run, use, re-use, implement, copy, display, and create derivative works from those Communications for any purpose, including any ideas, concepts, know-how, or techniques contained in your Communications.

21. Links to Other Networks. We may not have reviewed all the sites linked to the Networks and we are not responsible for the content of any such linked or Brand owned or branded sites. The inclusion of any link or our logo does not imply endorsement by us of any linked or associated sites. Likewise, we do not control, monitor, or manage the content of our members, vendors, collaborators, or Network users that may be using a Network to offer experiences related to their brands or offerings. Therefore, you acknowledge and agree that your use of any linked sites is at your own risk.

22. Mediation of Disputes. In the event of a dispute between us, you agree to mediate such dispute. We will identify three (3) mediators and you will select your preferred mediator from the three (3) mediators we identify, in the location, venue, and jurisdiction we identify within the United States, without regard to the conflict of law principles of the applicable location.

23. Waiver of Class Action Rights and/or Claims. You agree that to the extent you have or believe that you have any claims against us relating to your use or our provision of the Networks or content, you will bring those claims in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Unless we both agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative class proceeding.

24. Use Outside the United States. If you are located outside the United States, you acknowledge that the personal information that you provide to us is being transferred to, stored, processed, and accessed in the United States. When you submit any personal information to us, you consent to this transfer and all related transfers (e.g., payment processors, data hosting and storage providers, data analytics service providers, bar admission authorities, and testing-administration agencies) and you agree not to make any transfer except as permitted by applicable local law in your location. We make no representations that the Networks, its Content, or any services provided on the Networks are appropriate or available for use outside the United States. If you are using the Networks from outside the United States, you release We from any and all related claims, demands, and damages (actual, consequential, direct, and indirect) arising out of or connected with any violation of applicable local law in your location, and acknowledge and agree that We is not a processor or sub-processor of your data, and does not transmit, receive, store, manage, manipulate, touch, or access your proprietary data.

25. Your Data. You agree you are responsible for your own data, in any form, and that we are not a cloud provider, data center, processor, sub processor, manager, or other archival system, but instead may rely upon third party service providers to maintain any and all of your data, except for your Publicly Available Data. We do not require access to any confidential or private information of individuals, or confidential or private data, if any (e.g. personal identifiable information, end user information, or end customer information). Any and all individuals or entities benefiting from us acknowledge that we are not a controller, processor or sub-processor, hosting provider or data provider as those terms or similar terms may be interpreted by applicable law. We covenant not to attempt to logically or digitally access, manage, maintain, or process any information on your equipment and you covenant not to provide us with access to such information without our prior written consent.

26. Email. You agree to receive email or text messages from us on the Publicly Available Information you provide to us from time to time about Brands, their available experiences, new services, specials, announcements, products, or changes.

27. Waiver. Our failure to insist on strict performance of any of these Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by us of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

28. Choice of Law and Choice of Forum. Any claim, action, or proceeding arising out of these Terms or your use of this Networks or Content shall be governed by and construed in accordance with the laws of the United States and the State of Nevada, without regard to principles of conflict of laws. Any claim, action, or proceeding related to the Terms or your use of the

Networks will be resolved exclusively in the state or federal courts located in the State of Nevada, and you consent to the jurisdiction of those courts.

29. Entire Agreement. These Terms constitute a legal agreement between you and We and govern your use of the Networks and completely replace and supersede any prior agreements between you and We, whether written or oral, in relation to the Networks.

30. Severability. If any provision of these Terms is determined to be unlawful, void, or unenforceable for any reason by a proper legal authority, then that provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

31. Member Portal. You acknowledge that we may provide you with access to an online account portal (a “Member Portal”) on each of the Brand websites, although we do not control the website or the Member Portal. In the event you utilize the Member Portal, you agree that these Terms and the Brand’s terms apply.

32. Force Majeure. We are not liable for any failure or delay in performance under this Agreement due to any cause beyond our reasonable control, including acts of war, acts of God, earthquake, flood, cyberattacks, embargo, riot, sabotage, labor shortage or dispute, market manipulation, inflation, pandemic, quarantine, loss of infrastructure, service outage, espionage, or for any reason, governmental act or failure of the internet or a carrier.

33. Miscellaneous Terms. Headings in this Agreement are for reference purposes only and in no way define, limit, or describe the scope or extent of a Section or in any way affect this Agreement. The word “including” shall be read as “including without limitation.” No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have drafted such provision. In the event any

provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be reformed and enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

34. Potential Modification. You agree we may modify these Terms from time to time to ensure universal application to clients, and you herewith agree to be bound by the future current Terms in existence at the time you bring a Claim or desire to resolve a dispute with us.

35. Networks Integrity. In the event of an emergency, to the extent necessary to protect the Networks or to remedy violations, we may temporarily restrict or suspend your rights under this agreement, or access to the Networks, related services, or Brand's services, without liability to you. Our suspension or termination of Networks and/or Brand services will not be a violation of this Agreement.