

# WhereAt Terms of Use

**WhereAt Social** is a Web3 app (**App**) launched by **WhereAbout BV (Company)**. Users of the App can accumulate tokens by checking in and reviewing locations. Access to, and use of, the App and the services available through the App (**Services**) are subject to the following terms, conditions, and notices (Terms of Use). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use. If you do not agree to these Terms, do not use the App.

## Amendments to Terms of Use

The Company reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on the App or through the Services. Your continued use of the App and the Services following such notification will represent an agreement by you to be bound by the Terms of Use as amended.

## Who may use the App?

You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to access the App and the Services.

The App and the Services are offered only for your personal, non-commercial use. When interacting with the App or the Services, you should exercise caution and common sense to protect your safety and health. You agree that the Company is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of interacting with the App or the Services.

By using the App or the Services you represent and warrant that your access to and use of the App and Services is lawful in your country of residence in the manner in which you access and use them.

## **Scope of the App**

The App is a platform that allows users to share reviews and ratings of places and locations. The App is provided "as is" and without any warranties or guarantees. We reserve the right to modify, suspend, or terminate the App at any time without notice.

## **Use of the App**

By using the App, you agree to comply with all applicable laws and these Terms. You may not use the App for any illegal or unauthorized purpose. You may not use the App to transmit or post any content that is illegal, fraudulent, deceptive, or infringes on the rights of others.

## **User Contributions**

The App allows users to post reviews and ratings of places and locations. By posting any content on the App, you grant us a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, publish, distribute, and display your content in any manner, in any form or media. You represent and warrant that you have the right to grant this license and that your content does not infringe on the rights of any third party.

## **Purchase**

The Company may offer certain products and Services for purchase through the Apple App Store, Google Play, or other external services as authorized by the Company (each an **External Service**, and any purchases made being an **External Service Purchase**).

When making a purchase on the Service, you may have the option to pay through an External Service, such as your Apple ID or Google Play account (**External Service Account**) and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account and as stated by the External Service. You may be charged a sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription on a monthly basis until you cancel your subscription. You will be

automatically charged at the price and time period you agreed to when first making the purchase.

If you do not want to renew your subscription, or if you want to amend or cancel your subscription, you must log into your External Service Account and follow the instructions to manage or cancel your subscription. This applies even if you have deleted your account with us or if you have deleted the App from your device.

## **Privacy Policy**

We respect your privacy and are committed to protecting your personal information. Please review our Privacy Policy, which explains how we collect, use, and protect your personal information. By using the App, you consent to the collection and use of your personal information as described in our Privacy Policy.

## **Disclaimer of Warranties**

THE APP IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OR GUARANTEES. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED OR ERROR-FREE. YOU USE THE APP AT YOUR OWN RISK.

## **Limitation of Liability**

WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE APP. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU TO USE THE APP.

## **Indemnification**

To the maximum extent permitted by law, you are liable for and must indemnify, defend and hold harmless the Company, its directors, officers, employees, consultants, agents, and affiliates, from any and all liability, loss, damages, costs, or third party claims (including, but not limited to, legal fees on an indemnity basis), however, caused, in connection with:

1. your use of the App or the Services;
2. any user content submitted by you or on your behalf;
3. any breach of these Terms of Use by you;
4. any alleged or actual infringement of a third party's intellectual property rights or another right in connection with your use of the App or the Services;
5. any unlawful or negligent act of you or anyone acting on your behalf.

Each indemnity contained in these Terms of Use is a continuing obligation notwithstanding any settlement of account or the occurrence of any other thing, and it is not necessary for the Company to incur expense or make payment before enforcing or making a claim under an indemnity.

## **Prohibitions**

You must not misuse this App or the Services. This means that you must not (among other things):

1. commit or encourage a criminal offense;
2. transmit or distribute a virus, trojan, worm, logic bomb, or any other material which is malicious, technologically harmful, in breach of confidence, or in any way offensive or obscene;
3. hack into any aspect of the App or the Services, corrupt data, or cause annoyance to other users;
4. infringe upon the rights of any other person's proprietary rights;
5. send any unsolicited advertising or promotional material, commonly referred to as "spam";
6. attempt to affect the performance or functionality of any computer facilities of or accessed through this App or the Services;
7. use an emulator or similar third-party software to cheat in accumulating benefits or gain an advantage;

8. make false, inaccurate, misleading, or deceptive representations;
9. engage in fraudulent conduct or abuse, misuse or attempt to abuse or misuse the App or the Services;
10. Submit any content that contravenes any laws;
11. infringe on the rights of any person who has a copyright, patent, trademark, or any other form of intellectual property right, confidentiality, or privacy;
12. contravene any applicable state, federal, or international law or regulation;
13. engage in defamatory or libelous conduct towards any other person;
14. threaten or harass any other person;
15. publish or engage in obscene material that in the Company's sole discretion, is in any way inappropriate or unsuitable for the platform;
16. publish or participate in publishing any malicious code, script or data that may cause harm, damage or interfere or modify the App or the Services without the express prior written consent from the Company; or
17. engage in conduct deemed contrary to the spirit of the App or the Services as determined by the Company in its sole discretion.

You agree that, except as these Terms of Use expressly provide otherwise, we do not need to notify you in advance or give you any reasons for any action we may take in connection with your misuse of the App or the Services, including suspending or canceling your access to the App and the Services.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any material posted on it, or on any Linked Sites.

## **Intellectual property, software and content**

The intellectual property rights in all software and content (including images) made available to you on or through the App or the Services remain the property of the Company or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by the Company and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the App or through the Services nor may you use any such content in connection with any business or commercial enterprise. You must not use the Company's trade marks (including names and logos) in any circumstances (including by linking on websites or social media) without the Company's prior written consent.

## **Anti-Cheating**

After a check-in or review our WhereAt Anti-Cheating System (WACS) referred to as the **System** will evaluate if users have exploited or cheated. The System will add or deduct users' Turing Score accordingly, users cannot interact with our services before the System completes the analysis. A user starts with a 100/100 Turing Score (TS). When a user's Turing Score is below 100, the user cannot interact with the NFT marketplace or transfer between gaming and spending wallets. The Turing Score will gradually return to 100/100 if no cheating is detected.

Examples of cheating are Reverse engineering, GPS spoofing/hacking, and Motion simulation.

## **Disclaimer as to ownership of trademarks, images of personalities and third party copyright**

Except where expressly stated to the contrary all persons (including their names and images), third-party trademarks and content, services, and/or locations featured in the App are in no way associated, linked, or affiliated with the Company and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on the App are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to the Company.

## **Miscellaneous**

These Terms constitute the entire agreement between you and us and supersede any prior agreements or understandings, whether written or oral. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

## **Variation**

The Company retains the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any part of the App.

## **Invalidity**

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **Waiver**

A right under these Terms of Use may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.

## **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Last updated: 20/12/2022