

Wondur Terms and Conditions of Use

Updated as of January 1st, 2021

These terms and conditions of use are entered into between you and Wondur, also known as Wonderlust, LLC, (“us” “we” or “our”) for the use of our mobile application, website, and any other platform Wondur provides. By accessing our platforms (the “use”), you acknowledge that you have read, understood, and agree to the most recent version of these Terms and Conditions of Use (“terms and conditions”).

For purposes of this agreement, “Site” refers to the Company’s application, which can be accessed at Wondurapp.com or through our mobile application. “Service” refers to the Company’s services accessed via the Site, in which users can create a personalized vacation plan, itinerary, and share their plans with others if traveling in a group of more than one person. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of our Site or our Service.

The following Terms and Conditions apply when you view or use the Service by accessing our mobile application, Wondur, on your mobile device.

We reserve the right to revise these Terms and Conditions at any time. If we do, we will post the modified Terms on this page and indicate the date of most the recent change below. You agree to read all notifications we send you and to periodically check this page for updates to these Terms. Your continued use of our platforms constitutes acceptance of these Terms and Conditions and any modifications thereto.

Please review the following terms carefully. As mentioned, by accessing or using the Service, you signify your agreement to these Terms and Conditions. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.** The following Terms and Conditions apply when you view or use the Service by accessing our mobile application, Wondur, on your mobile device and through your interactions with our website (wondurapp.com) or any other platform of ours.

I. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 13 years old and a resident of the United States to register for and use the Service. If you are a user who signs up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from the Company. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

II. COPYRIGHTS AND TRADEMARKS

All information, content, and processes of Wondur including, but not limited to, text, graphics, logos, videos, data, tutorials/demos, algorithms, app wireframes and interfaces are under the exclusive property of Wondur, also known as Wonderlust, LLC, and are protected by US and international copyright laws.

The content and processes found on our app, website, and other platforms may not be copied, reproduced, altered, or modified in any way.

The name “Wondur,” graphics, logos, and slogans displayed on our app and our platforms include the registered and unregistered trademarks of Wondur. You agree that you are not to reproduce or copy any trademark of Wondur nor are you permitted to promote any third parties who engage in such behavior. Unless explicitly approved by our company, you or a brand you may represent may not imply a relationship with Wondur.

III. CHANGES TO THE AGREEMENT

Occasionally we may make changes to the Agreements. When we make material changes to the Agreements, we’ll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us. If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such third party.

IV. USING THE WONDUR APP

5.1 Service Options

You can find a description of our Service options on our [website](#), and we will explain which Service options are available to you when you create a Wondur account. Certain options are provided to you free-of-charge. The Wondur Service that does not require payment is currently referred to as the “Free Version” Other options require payment before you can access them (the “Premium Subscriptions”). We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

The Premium Subscription may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription to the Premium Version, or if your subscription to the premium version is interrupted (for example, if you change your payment details), you will be able to re-subscribe to the premium version. Under the subscription model for the premium version, users may pay monthly or yearly fees to access our app. If the user does not cancel their subscription to premium, they will be charged under the selected subscription. Under no circumstances unless noted in this agreement will refunds be provided as users must select and pay for subscriptions manually and personally.

5.2 Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). Wondur may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

We will require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Premium Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. ****NOTE: IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL.**

V. RIGHTS GRANTED TO WONDUR

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the Wondur Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the Wondur Service, the Content you access, including its selection and placement, may be influenced by commercial considerations.

If you provide feedback, ideas or suggestions to Wondur in connection with our Service or Content (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Wondur to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Wondur a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

VI. USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions: You agree that you will not under any circumstances:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service,
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;

- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

VII. GUIDELINES AND TERMS TO OUR USER-GENERATED MODEL

Wondur hereby grants you a limited, non-exclusive, non-transferable, revocable license for the term hereof to access and download, display, and print one copy of the Site Content on any single computer solely for your internal, business use, provided that you do not modify the Site Content in any way (including creating derivative works thereof), that you retain all copyright and other proprietary notices displayed on the Site Content, and that you otherwise comply with these Terms. You may not otherwise reproduce, modify, reverse engineer, distribute, transmit, post, or disclose the Site Content without McKinsey's prior written consent. In addition, you may not "mirror" the Site Content or any portion thereof without McKinsey's express written consent. Nothing on this Site should be construed as granting directly or indirectly, or by implication any license or right to use any McKinsey intellectual property other than as expressly set forth herein. The license granted in this section terminates automatically and immediately if you do not comply with these Terms.

VIII. GUIDELINES AND TERMS TO OUR USER-GENERATED MODEL

As mentioned in Term (V), you acknowledge that Wondur is granted the right to have full and unrestricted control and use of any information that you post or submit on our app or various platforms (including the website and social media). We may publish, exploit, and use the information and data in any way that we see fit. Under these circumstances, you may not make any allegations of violations in any rights of privacy or publicity, intellectual property rights, moral rights, or rights of attribution in connection with Wondur in the use of user data.

You agree that under our user-generated model, you shall not post, publish, or submit on our mobile application and our website any information, content, or materials that are 1) threatening, libelous, defamatory, or obscene; 2) would constitute, or that encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law; 3) infringe the intellectual property, privacy, or other rights of any third parties; 4) contain a computer virus or other destructive element; 5) contain advertising; 6) constitute or contain false or misleading statements; or 7) violates these Terms.

If you or a user publishes and submits materials that violate any of those terms, the user is responsible and will face consequences in correlation with those violations, not the company, Wondur (Wonderlust, LLC).

IX. ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at info@Wondurapp.com.

X. LINKS TO THIRD-PARTY SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third

Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

XI. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) (“DMCA”) by sending the following information in writing to the our designated copyright agent at rebecca@Wondurapp.com.

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and

4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Delaware and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

XII. LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

XIII. INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

XIV. EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

XV. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to suli@Wondurapp.com. Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

XVI. WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

XVII. LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If you are a California resident using the Service, you may specifically waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

XVIII. MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our

revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

XIX. GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Delaware, without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY [HERE](#) REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

XX. CONTACT US

If you have any questions regarding this Privacy Policy or the practices of this Site, please contact us by sending an email to info@Wondurapp.com

Last Modified: Terms & Conditions of Use was last updated on **January 1st, 2021**.

