

Terms of Use and Service

Please read these Terms of Use and Service (“Terms”) carefully. Purchasing and or using any Wanderift memberships, products, services, downloading, accessing or using the mobile applications, websites or other products or services (collectively, the “Services”) of Wanderift and our affiliates (“Wanderift”, “we” or “us”), you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

Wanderift may change or modify these terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Services or updating the “Last Updated” date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop using the Services.

Wanderift is a subscription based travel service for the purchase of airline tickets using a predetermined number tokens in each member account based on the membership purchased. The current individual cost for each token is \$112.25 for each token in addition to any membership set up or origination fees. Purchase of air travel using a Wanderift token includes any taxes and security fees. The token and cost does not include any additional airline charges including but not limited to; baggage fees, upgrade fees, internet access, flight change fees, drinks, snacks, or any other additional costs after the purchase of the initial ticket through the Wanderift website. Currently each token can be used to purchase one one way domestic airline ticket on a flight available through the Wanderift website or app with on an available flight with one of our airline partners. Wanderift while striving to maintain and grow as extensive a flight schedule and network as possible makes no

representations that flights on all airlines or all flights on an airline will be available for purchase using tokens. Flight partners and available flights may be added, removed and made unavailable or modified by Wanderift at any time at Wanderift's discretion or due to changes in airline or flight availability, terms of contracts with airline partners, expiration of contracts with airline partners or other unforeseen factors. Once the ticket is purchased through the Wanderift website or app the purchase is governed by the contract of carriage for the individual airline the ticket was purchased from. Said carriage of contract constitutes a contract between the airline and the passenger. Wanderift is not responsible for and cannot become involved in disputes between the airline and the passenger.

All the airline tickets purchased using the tokens through Wanderift must be purchased within and through the Wanderift website or mobile application. Flights may only be viewed and purchased beginning no sooner than ten days before the departure time for a particular flight and ending no later than three hours before the departure of said flight. The website and application will show available flights for purchase, keep in mind this is a dynamic booking system, flights may become booked and unavailable between the time they are viewed on the want to risk website and purchase is made. The website and application will show available flights for purchase, keep in mind this is a dynamic booking system, flights may become bored and unavailable between the time they are viewed on the Wanderift website and purchase is attempted.

Who Can Use Wanderift

You affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services. We may, in our sole discretion, refuse to

offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof and refund the pro rate purchase price of any unused tokens or services.

Usage Data

By using the Wanderift website(s), you agree to let Wanderift collect information about your usage of the website(s). For more information about the information we collect from you and your device and Wanderift's privacy practices, please review our Privacy Policy.

Feedback

You agree that any feedback, suggestions, ideas or other information or materials regarding Wanderift or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of Wanderift. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

Wanderift Intellectually Property Rights

Unless otherwise stated, all materials contained on or within the Services, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively, "Wanderift Content"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent,

and/or other intellectual property laws, and unauthorized use of Wanderift Content may violate such laws and these Terms. Except as expressly provided in these Terms, Wanderift does not grant any express or implied rights to use Wanderift Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, Wanderift Content, the Services or any related software, except as expressly stated in these Terms. You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the Services and Wanderift Content. This license is revocable at any time. This license is subject to these Terms and does not include: The distribution, public performance or public display of Wanderift Content; Modifying or otherwise making any derivative uses of the Services or Wanderift Content, or any portion thereof; Use of any scraping, data mining, robots or similar data gathering or extraction methods; Downloading (other than page caching) any portion of the Services, Wanderift Content or any information contained therein, except as expressly permitted on the Services; Accessing the Wanderift API with an unauthorized or third-party client; and Any use of the Services or Wanderift Content other than for their intended purposes. Any use of the Services or Wanderift Content other than as specifically authorized in these Terms, without the prior written permission of Wanderift, is strictly prohibited and will terminate the license to use Wanderift granted in these Terms.

Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree that you will not; Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms; Use the Services 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 the Services in any manner; Compromise the security of the Services; Send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials; Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data; Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services; Use or attempt to use another user's account without authorization; Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorized to access; Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so; Engage in any harassing, intimidating, predatory or stalking conduct; Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity; Violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent; Infringe ANY patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; Develop any third-party applications that interact with User Content or the Services without our prior written consent; and Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

Modifications to the Service.

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

Copyright Policy

Wanderift respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, we have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party’s copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party’s copyrighted work. If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of 17 U.S.C. § 512(c)(3) via email: info@Wanderift.com

Disclaimer

THE SERVICES AND THE Wanderift CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, WHILE Wanderift ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS OR IMPERFECTIONS.

Note to International Users

The Services are hosted in the United States. If you are a user accessing the Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Services, which are governed by U.S. law, you are transferring your personal information to the United States and you consent to that transfer.

Disputes

1) Indemnification

By agreeing to these Terms you agree to indemnify, defend and hold harmless Wanderift, our managing members, shareholders, employees, affiliates, licensors and suppliers (the “Wanderift Parties”) from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys’ fees) due to, arising out of, or relating in any way to (a) your use of the Services; (b) any User Content you post, upload, use, distribute, store or otherwise transmit through the Services; (c) your violation of these Terms; or (d) your violation of the rights of another.

2) Limitation of Liability

Except where prohibited by law, in no event will Wanderift or the Wanderift Parties be liable for any indirect, special, punitive, incidental, exemplary or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if Wanderift has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against Wanderift for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, Wanderift is found liable to you for any

damage or loss which arises out of or is in any way connected with your use of the Services or any content, Wanderift's liability shall in no event exceed the cost paid to Wanderift for any unused tokens. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

3) Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH Wanderift AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You and Wanderift agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and Wanderift are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Wanderift agree (a) that any arbitration will occur in New York, New York; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the state or federal courts of New York County, New York have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND Wanderift WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

4) Forum and Venue

A lawsuit, if any, by you or Wanderift against the other will occur in state or federal court in Dallas County, Texas. You and Wanderift agree that the jurisdiction and venue of these courts is exclusive.

Applicable Law

Any dispute between you and Wanderift will be governed by these Terms and the laws of the State of Texas and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Complete Agreement

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and Wanderift