

Effective Date: December 28, 2020

Welcome to Worthi, where we believe your personal data has Worth. Please read on to learn the rules and regulations of this application, any products(s), and service(s) (“Application”) that you must agree to prior to its usage.

The following are legally binding terms and conditions of usage (“Terms”) between you (“User” or “you”) and Wanderlust-Explore, LLC (“Wanderlust-Explore”, “us”, or “we”). **THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE.**

Acceptance. You must agree to and accept all terms prior to usage. Your acceptance of these Terms signifies acceptance of the rules and regulations of this Application and understanding what these terms mean. Your continued usage of the Worthi Application means your continued acceptance of the Terms and agreement to comply with them. These Terms will remain in effect for so long as you continue to use our Application and maintain an account with us. These Terms include the provisions of this document and the provisions of our Privacy and Cookies Policy.

Future Changes To Terms and Application. At Wanderlust-Explore, we are constantly trying to improve the Worthi Application and better your user experience of it. As such, these Terms are subject to change in accordance with these developments. You will be notified of any changes to the Terms by notice on the Worthi application itself, email, or by other means of communication. While you are free to reject any new Terms, it will mean that you will not be permitted to continue using the Application.

Amendments and Modifications. Any amendments or modifications to the Terms other than those described by us here will not be effective unless in writing and signed by both you and us.

License to Use. Subject to your agreement and compliance with these Terms, we grant to you a non-exclusive, non-transferable, non-shareable, revocable limited license to use the Application solely for your personal, noncommercial, proper and expected use to the Services in accordance with these Terms.

Restrictions of Use. You agree not to misuse this Application in any manner, including but not limited to:

- (1) Making multiple Worthi accounts using varying identifiers;
- (2) Making a Worthi account by impersonating someone else;
- (3) Utilizing Worthi to provide false information, data, or survey answers for the purposes of any personal profit, monetary or otherwise;
- (4) Attempt to, in any manner, obtain the user information or personal data of any other user or third-party user;

- (5) Developing third party applications that interact with Worthi in ways that would violate these Terms;
- (6) Violate the security of Worthi or any connected network user;
- (7) Violate any law or regulation;
- (8) Using, or attempting to use, Worthi in any manner other than its intended, expected, and proper purpose.

Accountability. Any Worthi user suspected of having violated the Terms will find their account suspended while a thorough, expedite investigation is conducted. This investigation shall last not more than two (2) weeks. If by the investigation the user is found to have violated the Terms, the account will be immediately deleted and the user blacklisted. If by the investigation the user is deemed not to have violated the Terms, the user's account will be reinstated fully as prior to suspension.

Termination. If you are in breach of these Terms, Wanderlust-Explore reserves the right, in its sole discretion, to terminate your account and use of the Worthi Application. We also reserve the right to perpetually refuse its Application and/or access to create an account to any user found to have violated the Terms previously. We are not responsible for any loss, damage, or harm related to your inability to access or use Wanderlust-Explore or its Application based on such termination or refusal of access.

Cancellation at All Other Times. You reserve the right to terminate your account at any time, except: (1) when your account is under active investigation; or (2) your account has been temporarily suspended for any other reason.

User Rights. You agree to follow all provisions in the Terms. You reserve sole proprietary rights to your personal data until you decide otherwise. Your personal data shall not be provided to any third party without your permission and just compensation as determined by Worthi's algorithm, including after termination.

Once you decide to provide your information to a third party via Worthi, Wanderlust-Explore is no longer responsible for the distributed data. Wanderlust-Explore is only responsible for the data Wanderlust-Explore retains in its database for the Worthi Application. Wanderlust-Explore has no control over and assumes no responsibility for the data distributed to the third party with your permission.

Communications From Third Parties You Connect With. You agree and understand that when you sell your personal information to a third party via the Worthi Application, you are agreeing to receive communications from the third party via any contact information you agreed

to sell to that third party. You also agree and understand that Wanderlust-Explore is not responsible for the actions of third parties once they have your personal information.

Payment Details. When you choose the “Cash Out” option in the Application, Wanderlust-Explore will make payments to you via Amazon.com gift cards in accordance with our agreement with Amazon.com for these purposes.

Privacy and COPPA. Please review Worthi’s Privacy and Cookies Policy details regarding Worthi’s commitment to protecting your personal information and data collected in accordance with your use of its Services.

Per COPPA (Children’s Online Privacy Protection Act), online service providers must obtain parental consent before collecting personal data from children under the age of 16. Wanderlust-Explore does not knowingly collect or solicit personal data or personally identifiable information from minors under the age of 16 via Worthi, or any other Application, nor is the Worthi Application meant to target such an audience. If you are under the age of 16, please do not create, or try to create, a Worthi account. If the account of a user under the age of 16 is found, Worthi will move to delete the account and any and all data associated with the account as soon as possible. If you have any information about any account that may belong to an individual under the age of 16, please contact Worthi at: pratham@worthi.io.

For additional information for data subjects in the EU, please see Worthi’s Privacy and Cookies Policy.

Intellectual Property. You agree that the Application provided by Worthi contains proprietary information and material that is owned by Wanderlust-Explore, LLC and is protected by the applicable intellectual property laws and other laws. You agree that you will not use such proprietary information or materials in any way other than agreed upon in these Terms regarding their expected and proper usage. No portion of this Application may be reproduced in any form or by any means except as permitted in these Terms.

The Worthi name, logo, and other trademarks and service marks are the property of Wanderlust-Explore, LLC and trademarks or registered trademarks of Wanderlust-Explore, LLC in the United States. You agree that you are not granted any right or license with respect to any of Wanderlust-Explore’s trademarks.

Disclaimer of Warranty. We endeavor to provide the best service possible, but you understand and agree that the Worthi Application is provided “as is” and “as available”, without express or implied warranty or condition of any kind. You use the Worthi Application at your own risk. To the fullest extent permitted by applicable law, Wanderlust-Explore makes no representations and

disclaims any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Wanderlust-Explore does not warrant that the Application is free of malware or other harmful components. Wanderlust-Explore makes no representations nor does it warrant, enforce, guarantee, or assume responsibility for any third party on or through the Worthi Application or any hyperlinked website or any other third party Application user. You understand and agree that Wanderlust-Explore is not responsible or liable for any translation between you and third party providers of third party applications or products or services advertised on or through the Worthi Application. As with any purchase of product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information other than oral or in writing obtained by you from Wanderlust-Explore shall create any warranty on behalf of Wanderlust-Explore in this regard. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

This does not affect your statutory rights as a consumer.

Limitation of Liability. Wanderlust-Explore, LLC and our affiliates, directors, officers, shareholders, employees, licensors, suppliers, and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from: (1) your use of the Application or inability to use the Worthi Application; (2) your access to inability to access the Application; (3) the conduct or content of other uses or third parties on or through the Application; or (4) unauthorized access, use or alteration of your content. In no event will Wanderlust-Explore or its affiliates' aggregate liability of all claims relating to the Application exceed greater than \$100 or the amount owed to you by Wanderlust-Explore in the last 12 months of your use of the Application. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

Indemnity. To the fullest extent permitted by law, you agree to indemnify and hold Wanderlust-Explore, LLC, its affiliates, officers, employees, agents, and partners harmless and from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Application (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Arbitration. THESE TERMS ARE GOVERNED BY WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT

REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF. ANY DISPUTE ARISES FROM OR RELATED TO THESE SUBJECT MATTER OF THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER RELATED DISPUTES. The arbitration will be conducted in English, in Santa Clara County, California. Judgement upon the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Santa Clara County, California, or the Northern District of California. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND WANDERLUST-EXPLORE, LLC ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

Severability. If any provision of these Terms is illegal or unenforceable, that provision is severed from these Terms, and the remaining provisions remain in full force and effect only if the essential business and legal provisions are legal and enforceable.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Application, provided that the Wanderlust-Explore, LLC may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

Any failure on the part of Wanderlust-Explore, LLC 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 will survive any termination of this Agreement. Except as expressly set forth herein, you and Wanderlust-Explore, LLC agree there are no third-party beneficiaries intended under these Terms.

You and Wanderlust-Explore, LLC agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Wanderlust-Explore, LLC, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Wanderlust-Explore, LLC, and you do not have any authority of any kind to bind Wanderlust-Explore, LLC in any respect whatsoever.