

LANDNGSM
TERMS OF SERVICE

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The website located at app.landng.com (the “Site”) is owned by Landng Inc., a Delaware corporation (“LANDNG”, “us”, “our”, and “we”). This Terms of Service governs the Site, the Landng app (the “App”) and other existing and future products and services, owned, operated or offered by Landng (together with the Site and the App, each a “Service” and collectively the “Services”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features from time to time. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS OF SERVICE AND PRIVACY POLICY (ALTOGETHER, THESE “TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE OUR SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 15.4) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCEPTANCE OF TERMS

Because LANDNG provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific Service. To the extent those supplemental terms conflict with these Terms, the supplemental terms associated with the membership, program, product, or service shall govern with respect to your use of such membership, program, product or service to the extent of the conflict if the supplemental terms explicitly state that they intend to modify these Terms.

2. ACCOUNTS

2.1 Account Creation. In order to use certain features of the Services, you may be required to register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. LANDNG may suspend or terminate your Account in accordance with Section 11.

If you open an account on behalf of a company, organization, household or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service, and that you agree to these Terms of Service on the entity’s behalf.

2.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify LANDNG of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. LANDNG cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3. MEMBERSHIP

Once you create an account, you become a member of LANDNG. Certain Services are provided to members free-of-charge. A LANDNG membership that does not require payment is currently referred to as the “Free Membership.” Other options require payment before you can access them (the “Subscribing Membership”). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through our Services. We are not responsible for the products and services provided by such third parties. 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.

4. ACCESS TO THE SITE

4.1 **License.** Subject to these Terms, LANDNG grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own use.

4.2 **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

4.3 **Modification.** LANDNG reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that LANDNG will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

4.4 **No Support or Maintenance.** You acknowledge and agree that LANDNG will have no obligation to provide you with any support or maintenance in connection with the Services.

4.5 **Ownership.** You acknowledge that all content or derivative works therefrom you see using LANDNG Services, unless submitted by you, are owned or licensed by LANDNG or third parties. Your use of the Services does not give you ownership to those content. You agree that the Services contain LANDNG Content specifically provided by LANDNG, its business partners and other LANDNG users and that such LANDNG Content is protected, (individually or as a collective work or compilation) by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, US and international. The elements of the LANDNG Content (collectively, “LANDNG Content”) include without limitation, the user interface, interactive features, button icons, content, software, code, data, art, graphics, animation, videos, images, text, music, videos, sound effects, all audio and audiovisual elements, look-and-feel, design, layout, organization, presentation, navigation, compilation, trade dress and stylistic convention of the Services and other materials you may view or listen to on or access through the Services. Your use of the Services does not give you ownership of any LANDNG Content. Neither these Terms (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 4.1 LANDNG and its business partners reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

5. **USER CONTENT.** The Services will provide you with the ability to create, post, upload, submit, publish, share or otherwise contribute content to the Services (which may include bios, links, information, images, videos, audios, messages, texts, comments, likes and other types of communications or content) (the “**User Content**”).

5.1 By contributing User Content to the Services, you represent and warrant that:

(a) You own, or have the necessary licenses, rights, consents, and permissions to use and authorize LANDNG to use, all patent, trademark, copyright, or other proprietary rights in and to any and all User Content to enable inclusion and use of User Content in the manner contemplated under these Terms of Service, and to grant the rights and license set forth in this Section.

(b) Your User Content, LANDNG's use of such User Content pursuant to these Terms of Service, and LANDNG's exercise of the license rights set forth in this Section, do not and will not: (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right (which includes confidentiality); (B) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (C) violate any applicable law or regulations.

(c) Your contribution of your User Content does not imply any affiliation with or endorsement of you or your User Content by LANDNG or any brand, entity or individual without express written consent from LANDNG or such individual or entity.

(d) Any protection and enforcement of any intellectual property rights which exist or pertain to the User Content are entirely your responsibility and Landng is not obligated to protect and enforce the User Content on your behalf.

5.2 User Content License. You grant to Landng a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sub-licenseable, worldwide, under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control, to use, copy, reproduce, transmit, perform, display, exhibit, distribute, tag, index, comment on, adapt, modify, translate, digitize, reformat, perform and otherwise use your User Content, in whole or in part, alone or in combination with other content or material, in all media formats and channels now known or hereafter devised in connection with Landng Services (the "**User Content License**"). You irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You also hereby grant to each user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, modify, adapt, translate, display, and perform such User Content as permitted by the functionality of the Services and these Terms of Service.

5.3 Landng may, but has no obligation to, monitor, review, or edit User Content. In all cases, Landng reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Landng's sole discretion, violates these Terms. Landng may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. Landng is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST LANDNG RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD LANDNG HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

6. PROHIBITED USER CONDUCT. You warrant and agree that, while accessing or using the Services, you will not, nor will you assist or permit any person, organization or entity to:

- A. use the Services that LANDNG find, in its sole discretion, to use LANDNG's resources or LANDNG Content with the effect of competing with LANDNG Services;
- B. contribute User Content which you do not solely have the right to make available under applicable law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or that is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of LANDNG or a third party;

- C. contribute User Content that contain false, deceptive or misleading statements, claims or representations or violate advertising and related laws;
- D. copy, redistribute, reproduce, “rip,” record, transfer, perform or display to the public, broadcast, or make available to the public any part of the LANDNG Service or the LANDNG Content, or otherwise make any use of the LANDNG Services or the LANDNG Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the LANDNG Service or the LANDNG Content or any part of it;
- E. “crawl” the LANDNG Services or otherwise use any automated means (including bots, scrapers, and spiders) to view, access or collect information from LANDNG or the LANDNG Services;
- F. use the LANDNG Services to import a copy any local files that you do not have the legal right to import or copy in this way;
- G. use LANDNG Content or Trademarks or any confusingly similar marks, except with Trademark owner’s prior written permission;
- H. remove or alter any copyright, trademark, or other intellectual property notices contained on the LANDNG Content or the LANDNG Services or provided through the Services (including for the purpose of disguising or changing any indications of the ownership or source of any LANDNG Content);
- I. frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of LANDNG, our licensors or users without their express prior written consent, or use any meta tags or any other “hidden text” utilizing LANDNG’s name or trademarks without our prior written permission;
- J. solicit login information or access an account belonging to someone else;
- K. provide your password to any other person or using any other person’s username and password;
- L. impersonate or misrepresent your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- M. sell, rent, sublicense or lease of any part of the LANDNG Services or the LANDNG Content;
- N. post unauthorized commercial communications (such as spam) on LANDNG Services; artificially promote LANDNG Content by automated means or otherwise; transmit unsolicited mass mailings or other forms of spam, junk mail, chain letters, or similar;
- O. conduct commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by LANDNG;
- P. bully, intimidate, harass or stalk any user;
- Q. post content that: is abusive, defamatory, hate speech, harmful, obscene, offensive, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- R. use LANDNG Services to do anything illegal, misleading, malicious, or discriminatory;
- S. upload malware, Trojan horses, viruses or other malicious code;
- T. circumvent any technology used by LANDNG, its licensors, or any third party to protect the LANDNG Content or LANDNG Service;
- U. circumvent any territorial restrictions applied by LANDNG or its licensors;
- V. do anything that could disable, disrupt, or impair the proper working of LANDNG Services, such as a denial of service attack or interference with other LANDNG Services functionalities; tamper with, breach, or attempt to probe, scan, or test for vulnerabilities in the Service or LANDNG’s computer systems, network, usage rules, or any of LANDNG’s security components, authentication measures or any other protection measures applicable to the Service, the LANDNG Content or any part thereof;
- W. modify, translate, adapt, merge, create derivative works of, disassemble, reverse engineer, decompile, or otherwise attempt to extract source code from LANDNG (or any part of it), unless you are expressly permitted to do so under an open source license, or we give you express prior written permission; or
- X. do anything that may create liability or damages to LANDNG, as determined in LANDNG’s sole discretion.

You alone are responsible for the consequences of any of your activities while you are visiting or using the Services. LANDNG has no obligation to monitor your access to or use of the Services but has the right to do so for the purpose of operating the Services to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

7. **INDEMNIFICATION.** You agree to indemnify and hold LANDNG (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of our Services, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. LANDNG reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of LANDNG. LANDNG will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. **THIRD-PARTY LINKS; OTHER USERS**

8.1 **Third-Party Links.** The Site may contain links to third-party websites and services (collectively, "Third-Party Links"). Such Third-Party Links are not under the control of LANDNG, and LANDNG is not responsible for any Third-Party Links. LANDNG provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

8.2 **Other Users.** Your interactions with other Site users are solely between you and such users. You agree that LANDNG will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

8.3 **Release.** You hereby release and forever discharge the LANDNG (and our directors, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Site users or any Third-Party Links). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9. **DISCLAIMERS**

THE SERVICES IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND LANDNG (AND OUR BUSINESS PARTNERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR BUSINESS PARTNERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. **LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LANDNG (OR OUR BUSINESS PARTNERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, OUR SERVICES, OR YOUR FAILURE TO COMPLY WITH THESE TERMS, EVEN IF LANDNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE DO NOT ASSUME RESPONSIBILITY OR LIABILITY FOR LOSS, INJURY OR DAMAGE (1) CAUSED BY THE ACTIONS, PRODUCTS, OR SERVICES OF ANY OF OUR BUSINESS PARTNERS, AND WILL NOT BE LIABLE OR RESPONSIBLE FOR THOSE PERFORMANCES, GUARANTEES AND REPRESENTATIONS OFFERED BY OUR BUSINESS PARTNERS, FROM ANY CAUSE WHATSOEVER. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$10.00 USD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR BUSINESS PARTNERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. **TERM AND TERMINATION.**

If you are a Free Membership user, Landng may terminate or suspend your access to the membership with or without reason, with or without notice. You may also terminate your membership by terminating your account by emailing us at contact@landng.travel with or without reason.

If you are a Subscribing Membership user, upon reasonable notice, Landng may terminate or suspend your access to the membership under circumstances which shall include, but not limited to: (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems that are beyond LANDNG's reasonable control, (f) extended periods of inactivity by you, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any amount owed by you in connection with the membership. You agree that all terminations shall be made in LANDNG's sole discretion and that LANDNG shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Services or LANDNG Content.

Termination of your LANDNG account includes: (a) removal of access to all offerings within the membership, (b) deletion of your password and all related information, files and User Content associated with or inside your account (or any part thereof), and (c) barring of further access to the membership. You acknowledge that, except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of our Services, following termination or expiration you shall have no further access to any portion of our platform, and that LANDNG may delete any such data at any time. However, LANDNG may retain a copy of your User Content for backup, archival, or audit purposes and may continue to use, store, display, reproduce, modify, create derivative works, perform and distribute any of your User Content that other users have stored or shared through the LANDNG Services prior to the termination.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, representations and warranties, disclaimers, indemnity and limitation of liability.

12. **VOID WHERE PROHIBITED.** LANDNG controls and operates the Services from offices in the United States. We make no representation that LANDNG Content is appropriate or authorized for use in all countries, states, provinces, counties or any other jurisdictions. Any content, offer or service on the website is void where prohibited and the user automatically indemnifies LANDNG from any legal or statutory outcomes resulting from their decision or action. LANDNG reserves the right to block access to the Services by certain international users. When you access the Services, you are responsible for compliance with all applicable local laws and regulations.
13. **SPECIAL NOTE TO INTERNATIONAL USERS.** The Services are hosted in the United States. You consent to having your personal data transferred to and processed in the United States. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on our Services or any other third party services to which our Services link to (such as advertising or payments) or operate a platform application or website. You will not use our Services or any other third party services to which our Services link to if you are prohibited from receiving products, services, or software originating from the United States.
14. **FORCE MAJEURE.** LANDNG shall not be held liable for any delay, interruption, or failure to perform any of its obligations under these Terms, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.
15. **GENERAL**

15.1 **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of fifteen (15) calendar days following our dispatch of an e-mail notice to you (if applicable) or fifteen (15) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

15.2 **Governing Law; Jurisdiction.** These Terms of Services is governed by Delaware law, without regard to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You and Landng agree that, except as provided in Section 15.4, the state and federal courts located in the County of New Castle, Delaware will have exclusive jurisdiction of all disputes arising out of or related to these Terms of Services or your use of our Services and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Landng shall be allowed to apply for equitable remedies (including injunctions) in any court of competent jurisdiction.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

15.3 **Class Action Waiver.**

YOU AND LANDNG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

CLASS OR REPRESENTATIVE ACTION. Unless both you and LANDNG agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

15.4 Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with LANDNG and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the LANDNG that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the LANDNG, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the LANDNG should be sent to the address indicated at the end of these Terms. After the Notice is received, you and the LANDNG may attempt to resolve the claim or dispute informally. If you and the LANDNG do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within New Castle County, Delaware, U.S.A. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the LANDNG, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the LANDNG.

(f) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the LANDNG in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE LANDNG WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(g) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(h) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) *Opt-out.* You may opt out of this Section 15.4. If you do so, neither you nor LANDNG can force the other to arbitrate. To opt out, you must notify LANDNG in writing no later than 30 days after first becoming subject to this Section 15.4. Your notice must include your name, address and email address and an unequivocal statement that you want to opt out of this Section 15.4. You must email the opt-out notice to contact@landng.travel.

(l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with LANDNG.

(m) *Small Claims Court.* Notwithstanding the foregoing, either you or the LANDNG may bring an individual action in small claims court.

(n) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's or third party's patent, copyright, trademark or trade secrets and non-payment of membership fees shall not be subject to this Arbitration Agreement.

15.5 **Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from LANDNG, or any products utilizing such data, in violation of the United States export laws or regulations.

15.6 **Electronic Communications.** The communications between you and LANDNG use electronic means, whether you use the Services or send us emails, or whether LANDNG posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from LANDNG in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that LANDNG provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

15.7 **Entire Terms.** These Terms sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth in these Terms, and no representative of LANDNG or LANDNG's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to LANDNG is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without LANDNG's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. LANDNG may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

15.8 **Copyright/Trademark Information.** Copyright © 2024 Landng Inc.. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

15.9 **Contact Information:**

Landng Inc.
Email: contact@landng.travel