# Terms of Use

Last Updated on December 1, 2022. These terms and conditions are effective immediately.

Welcome to Reveri.world. Please review this User Agreement (the "Agreement" or "TOU") before you make use of our site or mobile app (collectively, the "Site"). This Agreement is an agreement between you and Reveri, Inc. ("Reveri"), and governs the services provided hereunder ("Services").

## **Prohibited Conduct**

We prohibit the following conduct:

- Impersonating any person or entity, or submitting any materials to the Site or through the Services that are false, inaccurate, deceptive, misleading, unlawful, or are otherwise in violation of the TOU, including, without limitation, utilizing misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of any content transmitted to the Site or through the Services;
- Except as explicitly permitted by the TOU, or otherwise pre-approved in writing by Reveri, engaging in any commercial activity on the Site or including any links to commercial services or websites or uploading, posting or otherwise transmitting any content that contains unauthorized advertising or any solicitation regarding products, goods or services;
- Interfering with any user's right to privacy; soliciting or collecting user names, passwords, emails, personal identifying information or other information from any user; engaging in conduct that poses or creates a privacy or security risk to any person; or posting private information about a third party;
- Engaging in conduct that involves the posting, uploading or transmission of unsolicited or unauthorized advertising or promotional materials, "junk mail," "chain letters," unsolicited mass mailing, or "spamming";
- Engaging in any action or inaction that could disable, overload, impair the infrastructure of the Site or impair the proper functioning of the Services, including, without limitation, uploading, posting or otherwise transmitting any software or materials which contain a virus or other harmful or disruptive component; circumventing, altering or interfering with any computer software, or security-related features of the Site or the Services; or deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way utilized in connection with the Site or the Services;

- Accessing or attempting to access the Site or the Services using automated means (such as harvesting bots, robots, spiders, or scrapers) or gaining, or attempting to gain, unauthorized access to any servers, computer systems or databases utilized in connection with the Site or the Services;
- Using the communication systems provided by the Site for any unauthorized solicitation or other commercial purposes, unless otherwise authorized by Reveri, or Reveri and the specific user, as applicable;
- Uploading, posting or transmitting any content that advocates or provides instruction on illegal activity or communicating on or through the Site regarding illegal activities with the intent to commit them;
- Engaging in any conduct that in Reveri's sole discretion restricts or inhibits any other user from enjoying the use of the Site or any of the Services.

We reserve the right to ban any user or user submission, at any time, for any reason.

# User's Eligibility

By using this site, you agree, represent and warrant that you are at least 18 years of age. Reveri may terminate your access to and use of the Site and the Services without warning if it determines that you do not meet the foregoing eligibility requirements.

# **Proprietary Property**

The Site and the Services are and contain proprietary property/content of Reveri (such as logos, copyrights, trademarks, and technology) ("Reveri Proprietary Property") which may be protected by state, federal and other laws. Reveri owns and retains all rights in and to the Reveri Proprietary Property. Reveri hereby grants you a limited, revocable, non-sublicensable license to display and/or utilize the Reveri Proprietary Property solely for your use in connection with using the Site and the Services for the purposes authorized by the TOU. Except as explicitly permitted in the TOU or any Additional Terms (as defined below), you do not have the right to use the Reveri Proprietary Property for any commercial use or to receive any monetary or other compensation in connection with the Reveri Proprietary Property. Except as expressly provided by the TOU, your use of the Reveri Proprietary Property is strictly prohibited.

# Third Party Proprietary Property.

The Services may contain proprietary property/content provided by other users or by third- party Reveri licensors (such as logos, copyrights, trademarks, etc.) ("Third Party Proprietary Property"). Reveri hereby grants you a limited, revocable, nonsublicensable license to display and/or utilize the Third Party Proprietary Property solely for your use in connection with using the Services for purposes authorized by the TOU. You do not have the right to use the Third Party Proprietary Property for any commercial use or to receive any monetary or other compensation in connection with the Third Party Proprietary Property. Except as expressly provided by the TOU, your use of the Third Party Proprietary Proprietary Property is strictly prohibited.

#### **Use of Proprietary Property**

Unless expressly provided by the TOU or the Additional Terms, you may not copy, modify, edit, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Reveri Proprietary Property, any Third Party Proprietary Property or any other content appearing on or through the Reveri Services. You acknowledge that Reveri is not responsible for, does not control and makes no representation or warranty regarding the reliability, accuracy, usefulness, safety, legitimacy or quality of any content. Reveri does not endorse any content on the Site or any statement contained therein, and Reveri expressly disclaims any and all liability in connection therewith. You agree that you will bear any and all risk of reliance on the accuracy, validity or legitimacy of any content on the Site. You further understand and agree that in the course of your use of the Site and the Services, you may be exposed to content on the Site that is illegal, inaccurate, offensive, indecent or objectionable and you hereby waive, any legal or equitable rights or remedies you have or may have against Reveri with respect thereto.

### Protecting Intellectual Property; Digital Millennium Copyright Act. General.

Reveri specifically prohibits users from uploading, embedding, posting, emailing, transmitting or otherwise making available on or through the Site or the Services any material that infringes any copyright, patent, trademark, trade secret or other proprietary

rights of any person or entity. It is Reveri's policy to terminate, under appropriate circumstances, the account of users who are determined to be repeat infringers. DMCA Notification.

If you are a copyright owner or an agent thereof and believe that any content made available via the Site infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Reveri's copyright agent ("Copyright Agent") with the following information in writing: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Site (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit Reveri to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. The contact information for the Copyright Agent to receive notifications of claimed infringement is: support@Reveri.world.

#### Counter-Notice.

If you feel that any of your content was improperly removed or made unavailable to other users, please contact Reveri's Copyright Agent via the contact information set forth above.

#### Links to Third Party Sites.

The Site and Services may contain links to independent third-party websites and/or services, including our payment partner, which processes financial transactions concerning the Services, and our screening service which provides background

screening (collectively, "Linked Sites"). The Linked Sites are not under Reveri's control, and Reveri does not endorse, is not responsible for and shall have no liability to you with respect to the business practices, privacy policies or content, materials, information, merchandise, products or services displayed, featured, mentioned, advertised, distributed or sold on or through such Linked Sites. It is your responsibility to read and understand the privacy, membership, payment and other policies of the Linked Sites and to determine on your own whether or not you will have any interaction with any of the Linked Sites. Reveri encourages you not to provide any personally identifiable information to any Linked Site unless you know and are comfortable with the party with whom you are interacting. You agree that Reveri is not responsible for and shall have no liability to you, with respect to merchandise, products, and/or services advertised, featured, mentioned, sold, distributed, displayed or linked on or through the Site or the Services. User Submissions.

All photographs, data or other information disclosed or offered by you through the Site and the Services (collectively, "User Submissions") are entirely voluntary and Reveri shall be entitled to unrestricted use of the User Submissions for any and all lawful purposes, commercial or otherwise, without any payment or other obligation to you or any other person involved with the creation and/or submission to Reveri of any User Submissions. You hereby waive any and all of your rights of droit moral and similar rights with respect to any User Submissions.

### Privacy.

Use of the Site and the Services is subject to the Reveri Privacy Policy (the "Privacy Policy"). The terms of the Privacy Policy are incorporated into the TOU by this reference. (To view the Privacy Policy, <u>click here</u>.)

### **Disclaimer; Exclusion of Warranties.**

REVERI PROVIDES ITS USERS WITH A SELECTION OF SERVICES, TOOLS AND RESOURCES. THE SITE AND THE SERVICES, AND ALL OF THE CONTENT, INFORMATION, ADVICE, FEEDBACK AND MATERIALS POSTED ON OR PROVIDED BY OR THROUGH THE SITE OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. BY USING THE SITE AND/OR THE SERVICES, YOU AGREE TO USE YOUR OWN JUDGMENT, CAUTION AND COMMON SENSE IN MANAGING ALL CONTENT, INFORMATION, AND MATERIALS OFFERED AND YOU AGREE THAT ANY USE YOU MAKE OF SUCH CONTENT, INFORMATION, OR MATERIALS IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT REVERI DOES NOT EVALUATE OR GUARANTEE AND SHALL NOT BE RESPONSIBLE FOR THE INFORMATION PROVIDED THROUGH THE SITE OR THE SERVICES. REVERI IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM YOUR RELIANCE ON ANY OF THE FOREGOING CONTENT, INFORMATION, OR MATERIALS.

REVERI IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY USER OR THIRD-PARTY CONTENT POSTED ON, THROUGH OR IN CONNECTION WITH THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT THAT IS UNAUTHORIZED OR VIOLATES THE TOU OR ANY ADDITIONAL TERMS, AND SUCH CONTENT DOES NOT NECESSARILY REFLECT THE OPINIONS OR POLICIES OF REVERI. UNDER NO CIRCUMSTANCES SHALL REVERI BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE OR THE SERVICES, FROM ANY CONTENT POSTED ON THE SITE OR THROUGH THE SERVICES (WHETHER SUCH CONTENT VIOLATES THE TOU OR ADDITIONAL TERMS OR NOT), FROM ANY SERVICES OFFERED THROUGH THE SITE OR FROM THE CONDUCT OF ANY USER OF THE SITE OR THE SERVICES OR ANY USER OF ANY LINKED SITE (REGARDLESS OF WHETHER SUCH CONDUCT VIOLATES THE TOU OR ADDITIONAL TERMS, OR WHETHER SUCH CONDUCT IS ONLINE OR OFFLINE).

REVERI ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE. THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY OF YOUR COMMUNICATIONS ON OR THROUGH THE SITE. REVERI IS NOT RESPONSIBLE FOR ANY MALFUNCTION OR OTHER PROBLEM WITH ANY TELEPHONE NETWORK, TELEPHONE LINES, COMPUTER ONLINE SYSTEMS, SERVERS, INTERNET SERVICE PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL OR MEDIA PLAYERS, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY OR PROPERTY DAMAGE. REVERI DOES NOT GUARANTEE ANY RESULTS (SPECIFIC OR OTHERWISE) FROM YOUR USE OF THE SITE OR THE SERVICES AND REVERI MAKES NO REPRESENTATION OR WARRANTY THAT THE SITE, THE SERVICES OR THE INFORMATION OR SERVICES PROVIDED THEREBY WILL MEET YOUR REQUIREMENTS. IF YOU ARE IN ANY WAY DISSATISFIED WITH THE SITE OR THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITE AND/OR THE SERVICES. REVERI DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE SITE, YOU AGREE THAT REVERI SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR USE OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION.

# Limitation on Liability.

IN NO EVENT SHALL REVERI, ITS AFFILIATES, LICENSORS, SPONSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES) RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT DISPLAYED ON THE SITE OR THROUGH THE SITE OR THE SERVICES,

(II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF (OR YOUR INABILITY TO ACCESS AND USE) THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE CAUSED TO YOUR COMPUTER OR SOFTWARE OR INFORMATION STORED THEREON, (III) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OBTAINED ON OR THROUGH THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF REVERI'S SERVERS AND/OR ANY AND ALL PERSONAL AND/OR OTHER INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THROUGH THE SITE OR ANY OF THE SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR THE SERVICES BY ANY THIRD PARTY, (VII) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, (VIII) EMAILS OR OTHER TRANSMISSIONS OR COMMUNICATIONS MADE TO YOU THROUGH THE SITE OR THE SERVICES AND/OR (IX) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR SERVICES POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT REVERI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Governing Law; Disputes. Governing Law.

The TOU shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions.

### **Disputes With Other Users.**

You are solely responsible for your interactions with users of the Site and the Services, and any other parties with whom you interact on or through the Site, the Services and/or the Linked Sites. Reveri reserves the right, but has no obligation, to become involved in any way with these disputes.

### **Dispute Resolution.**

You and Reveri agree to submit to the exclusive jurisdiction of the courts located in New York County, New York to resolve any dispute arising out of the TOU or your access to or use of the Site or the Services. EACH OF YOU AND REVERI HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE SITE AND THE SERVICES. FURTHER, EACH OF YOU AND REVERI HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF YOU AND REVERI ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR EACH OF THEM, RESPECTIVELY, TO ENTER INTO THIS AGREEMENT.

# Indemnity.

You agree to indemnify, defend and hold harmless Reveri, its subsidiaries, affiliates, licensors and assignees and their respective officers, directors, managers, agents, partners and employees, from and against any and all losses, liabilities, claims,

damages and demands, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of (i) your access to and/or use of the Site and the Services, including, without limitation, any content, services and/or products offered thereby or in connection therewith; (ii) a violation or breach by you, or any user of your account, of any terms of the TOU or of any Additional Terms, including, without limitation, a breach of any of the representations, warranties or agreements set forth in the TOU and the Additional Terms (including, without limitation, a violation of any third party right, including without limitation any copyright, property, or privacy right); and/or (iii) any content that you post on or through the Site or Services, including, without limitation, any claim that your content, in whole or in part, caused damage to a third party. This defense and indemnification obligation will survive following the termination of your use of the Site and the Services.

#### Additional Terms.

Your access to and/or use of certain of the Services may require you to accept terms and conditions applicable to such Services which are in addition to the terms of the TOU and will be presented to you for your acceptance when you sign up for such Services (the "Additional Terms"). The TOU, the Additional Terms, and the Reveri Privacy Policy set forth the terms and conditions that apply to your use of the Site and the Services. To the extent there is any conflict between the TOU and any Additional Terms, the Additional Terms will prevail.

#### Other Terms.

Reveri has the right to assign the TOU and/or its rights hereunder, in whole or in part, to any third party. You do not have the right to assign the TOU. The failure of Reveri to exercise or enforce any right or provision of the TOU shall not operate as a waiver by Reveri of such right or provision. The section titles in the TOU are for convenience only and have no legal or contractual effect. The TOU operates to the fullest extent permissible by law. If any provision of the TOU is held by a court or other tribunal of competent jurisdiction to be unlawful, void or unenforceable, such provision (i) is deemed severable from the TOU and does not affect the validity and enforceability of any remaining provisions which shall remain in full force and effect and (ii) shall be limited or eliminated to the minimum extent necessary to comply with the applicable law. Reveri reserves all rights in and to the Site, including the Services and the other content posted thereon, unless otherwise expressly provided by this TOU. Reveri reserves the right to modify or discontinue any aspect of the Services at any time without any liability to you, but will notify you of any material changes via a posting on the Site.

## Modification.

Reveri may modify the TOU or add or remove terms at any time, and each such modification, addition or deletion will be effective immediately upon posting on the Site. We will notify you of any material changes via a posting on the Site. Your use of the Site or the Services following any such posted notice constitutes your agreement to be bound by and your acceptance of the TOU as so modified.

Please think before you post and always act in an ethical and respectful manner.

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