

Eligibility and Acceptance

These terms and conditions are entered into by and between You and Wing Wars ("Wing Wars," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Service"), govern Your access to and use of our Services, whether as a guest or a registered user. "Services" means Wing Wars's websites, content, tools, apps, functionality, and other services. Please read the Terms of Service carefully before You start to use the Services. By using the Services or by clicking to accept or agree to the Terms of Service when this option is made available to You, You accept and agree to be bound and abide by these Terms of Service and by our Privacy Policy, incorporated herein by reference. If You do not want to agree to these Terms of Service, You must not access or use the Services. The Services are offered and available only to users who are 18 years of age or older.

By using the Services, You represent and warrant that You are of legal age to form a binding contract with Wing Wars, are not associated with a company providing similar services, and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Services.

Updates to the Terms

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. Your continued use of the Services following the posting of revised Terms of Service means that You accept and agree to the changes. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You.

Accessing the Services; Account Registration and Security

We reserve the right to introduce, withdraw or amend websites, or any content, material, product offering or other Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. You are responsible for making all arrangements necessary for You to have access to the Services. To access the Services or some of Wing Wars' Purchaser-only resources, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Services that all the information You provide to access the Services is correct, current, and complete. You agree that all information You provide to register for these Services or otherwise, including, but not limited to, through the use of any Purchaser-only features, is governed by our Privacy Policy, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy. If You choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to the Services or portions of them using Your user name, password, or other security information — not even to another person associated with

Your business. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. If You are using a public or shared computer, You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time if, in our opinion, You have violated any provision of these Terms of Service.

Intellectual Property Rights

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Wing Wars, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. We grant You a limited, personal, non-exclusive, and non-transferable license to access and use the Services only as expressly permitted in these Terms of Service. You must not reproduce, distribute, license, sell, modify, create derivative works of, publicly display, publicly perform, republish, broadcast, download, store, or transmit any of the material accessible using our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Services for Your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide social media or other interactive features with certain content, You may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials of the Services except as expressly permitted by these Terms and Conditions.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, Your right to use the Services will stop immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Services or any content on the Services is transferred to You, and all rights not expressly granted are reserved by Wing Wars. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws. The Wing Wars name, marks including the Wing Wars logos, and all related names, logos, product and service names, designs, and slogans are trademarks of Wing Wars. You must not use such marks without the prior written permission of Wing Wars. All other names, logos, product and service names, designs, and slogans that may appear in the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services:

In any way that competes with our business. - In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries). - To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Service. - To transmit, or procure the sending of, any mass advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation. - To impersonate or attempt to impersonate Wing Wars, a Wing Wars employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing). - To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Wing Wars or users of the Services, or expose them to liability.

Additionally, You agree not to: - Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services. - Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services. - Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent. - Use any device, software, or routine that interferes with the proper working of the Services. - Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful. - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services. - Attack the Services via a denial-of-service attack or a distributed denial-of-service attack. - Otherwise attempt to interfere with the proper working of the Services.

User Submissions

The Services may, now or in the future, contain interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons, or otherwise provide (hereinafter, "post"), content, materials or other data (collectively, "User Submissions") on, to or through the Services. All User Submissions must comply with the Content Standards set out in these Terms of Service. Any User Submission You post through the Services will be considered non-confidential and non-proprietary. By providing any User Submission, You grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, including for marketing purposes, in accordance with our Privacy Policy and Your account settings. You represent and warrant that:

You own or control all rights in and to Your User Submissions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

All of Your User Submissions do and will comply with these Terms of Service.

You understand and acknowledge that You are responsible for any User Submissions You submit or contribute, and You, not Wing Wars, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Submissions posted by You or any other user of the Services.

Monitoring and Enforcement; Termination

The Personal Information we collect or receive may be stored and processed in the United States or any other country in which Wing Wars or its affiliates, or service providers maintain facilities. Wing Wars may transfer information that we collect about you, including Personal Information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which Wing Wars or its affiliates, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

We have the right to:

- Remove or refuse to post any User Submissions for any or no reason in our sole discretion.
- Take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Wing Wars.
- Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend Your access to all or part of the Services for any violation of these Terms of Service.
- Terminate Your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS Wing Wars AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we do not undertake to review all material before it is posted to the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or

third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Submissions and use of Interactive Services. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Submissions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, or otherwise contain any content, materials, data or other information that is not lawfully provided to us.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

We take claims of copyright infringement seriously and we will respond to notices of alleged copyright infringement that comply with applicable law. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. If You believe any materials accessible on or from the Services infringe Your copyright, You may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. To be valid in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact You (including Your name, postal address, telephone number, and, if available, email address).
- A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.

- A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is: sales@wingwars.io. If You fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective. Please be aware that if You knowingly materially misrepresent that material or activity on this website is infringing Your copyright, You may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Reliance on Information

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other user (whether registered or a guest) of the Services, or by anyone who may be informed of any of its contents. The Services include content provided by third parties, including materials provided by other third party service providers, financial institutions, and/or other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Wing Wars, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Wing Wars. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Updates to the Website

We may update the content on our websites from time to time, but the content is not necessarily complete or up-to-date. Any of the material on any website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Use of the Services

All information we collect through the Services is subject to our Privacy Policy [[insert hyperlink to Privacy Policy](#)]. By using the Services, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

Purchases

All purchases through our site are governed by these terms and any other terms identified on the Platform as applicable to such purchases, including without limitation the terms identified below as Additional Terms for Registered Users. You are responsible for reviewing and agreeing to such terms. If You do not review or do not agree with the applicable terms for online purchases, do not make any purchases through the Services.

Links from the Services; Third Parties

If the Services contain links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in any third-party product marketplaces and in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those third-party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to in the Services, You do so entirely at Your own risk and subject to the terms and conditions of use for, and privacy policies applicable to, such

websites. You will comply with, and You acknowledge that You are subject to, all terms and conditions of use for, and privacy policies applicable to, all third parties whose services interoperate with, or are otherwise accessed from, the Services.

Disclaimer of Warranties

You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, THE WEBSITE, OR ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY POSTED MATERIAL, OR ON ANY WEBSITE LINKED TO THE SERVICES. YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THE WEBSITES, THEIR CONTENT, AND ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Wing Wars NOR ANY PERSON ASSOCIATED WITH Wing Wars MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER Wing Wars NOR ANYONE ASSOCIATED WITH Wing Wars REPRESENTS OR WARRANTS THAT THE SERVICES, THE WEBSITES, THEIR CONTENT, OR ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR ANY OTHER FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, Wing Wars HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL Wing Wars, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT OF THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF

FORESEEABLE. The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF Wing Wars EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO Wing Wars IN THE TWELVE MONTHS PRIOR TO THE ACCRUAL OF THE CLAIM. YOU ACKNOWLEDGE AND AGREE THAT Wing Wars HAS MADE THE SERVICES AVAILABLE TO YOU IN RELIANCE ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 16, AND THE DISCLAIMER OF WARRANTIES IN SECTION 15 ABOVE, AND WITHOUT SUCH DISCLAIMERS AND LIMITATIONS Wing Wars WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU.

Indemnification

You agree to defend, indemnify, and hold harmless Wing Wars, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Service or Your use of the Services, including, but not limited to, Your User Submissions, any use of the Services' content, functions, and products other than as expressly authorized in these Terms of Service, or Your use of any information obtained from the Services.

Disputes

ARBITRATION AND CLASS ACTION WAIVER — IMPORTANT — PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

ARBITRATION; WAIVER OF TRIAL BY JURY

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE JAMS, INC. ("JAMS") RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT WE OR YOU MAY SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION TO GRANT IT IN THE EVENT OF AN ACTUAL OR THREATENED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Small Claims Court; Class Action Waiver

As an alternative, You may bring Your claim in Your local "small claims" court, if permitted by that small claims court's rules and if such claim is within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on Your own behalf. Neither You nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO CLASS ARBITRATION OR ANY

CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

Procedures

These dispute resolution provisions will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event that JAMS is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or You can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever banned.

30-Day Opt-Out Period

If You do not wish to be bound by the arbitration and class-action waiver provisions in this Disputes section, You must notify us in writing within thirty (30) days of the date that You first accept these Terms of Service (unless a longer period is required by applicable law), and then You must litigate any disputes against us in accordance with the Governing Law and Jurisdiction section below. Your written notification must be mailed to us at the address set out at the end of these Terms of Service. If You do not notify us in accordance with this paragraph, You agree to be bound by the terms of this Disputes section, including, without limitation, the arbitration and class-action waiver provisions, and further including such provisions in any revisions we make to these Terms of Service after the date of Your first acceptance. Such notification must include: (i) Your name; (ii) Your email address and mailing address; and (iii) a statement that You do not wish to resolve disputes with us through arbitration or waive Your ability to participate in a class action. If we make any changes to this Disputes section (other than a change to the address at which we will receive notices or rejections of future changes to this Disputes section), You may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out at the end of these Terms of Service. It is not necessary to send us a rejection of a future change to this Disputes section if You had properly opted out within the first thirty (30) days after You first accepted the provisions in this Disputes section. If You have not properly opted out, then by rejecting a future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this Disputes section, as modified by any changes You did not reject. A notification sent pursuant to this paragraph solely affects these Terms of Service; if You previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, Your notification that You are opting out of the provisions in this Disputes section shall not affect the other arbitration agreements between You and us.

Severability

If any of the prohibitions against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Disputes section will be null and void. This Disputes section, including, without limitation, the arbitration agreement and class action waivers contained herein, will survive the termination of Your relationship with us.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

Waiver and Severability

No waiver by Wing Wars of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Wing Wars to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. With the exception of Section 19.5, if any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between You and Wing Wars Inc., regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Your Comments and Concerns

The Services are operated by Wing Wars Group LLC, located at 545 Channelside Drive A2408, Tampa, FL 33602 All notices of copyright infringement claims should be sent to the copyright agent designated in these Terms of Service in the manner and by the means set out therein. All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to:
sales@wingwars.io

Eligibility and Acceptance

These terms of service are entered into by and between You and Wing Wars Group LLC ("Wing Wars," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Platform Terms"), govern Your access to and use of services provided by Wing Wars (collectively, the "Wing Wars Platform"), solely for Purchasers of NFTs and other registered users.

Please read the Platform Terms carefully before You start to use the Wing Wars Platform. By using the Wing Wars Platform or by clicking to accept or agree to the Platform Terms when this option is made available to You, You accept and agree to be

bound and abide by these Platform Terms, our Terms and Conditions, and our Privacy Policy, found at , incorporated herein by reference. PLEASE REVIEW THE DISPUTES SECTION AND THE ARBITRATION AND CLASS ACTION WAIVER OF THE TERMS AND CONDITIONS AS THIS AFFECTS YOUR LEGAL RIGHTS. If You do not want to agree to these Platform Terms or any incorporated terms and conditions, You must not access or use the Wing Wars Platform.

The Wing Wars Platform is offered and available only to users who are 18 years of age or older.

By using the Wing Wars Platform, You represent and warrant that You are of legal age to form a binding contract with Wing Wars and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Wing Wars Platform.

The Wing Wars Platform

The Wing Wars website is accessible to the general public for browsing and limited interaction. The Wing Wars Platform gives Purchasers and other registered users (collectively “Purchasers”) the ability to purchase Wing Wars NFTs. Purchasers are subject to these Additional Terms as well as to the Terms and Conditions that govern access and use of the Website by the general public.

Accounts and Registration

To use the Wing Wars Platform as a Purchaser, You must have a valid Metamask crypto wallet and a valid Ethereum address. You agree to only use the Wing Wars Platform in connection with the Services that may be provided through the Wing Wars Platform.

Only actual users and prospective users may set up or use a Purchaser account. Actual users and prospective users may set up or use only one Purchaser account per person. In addition, You shall provide us with accurate, complete, and updated registration information upon reasonable request, which may include one or more of the following: Your full legal name, a valid email address that has not been created solely or primarily for access to the Wing Wars Platform, a valid Ethereum address. Failure to do so shall constitute a breach of these terms. You may not (i) select or use as a name of another person with the intent to impersonate that person; (ii) use as a username, a name subject to any rights of a person other than You without appropriate authorization; (iii) use as a username, a name that is otherwise offensive, vulgar or obscene; (iv) register for or otherwise obtain, control or operate more than one account; (v) refer more than one email account owned, controlled or operated by You to the Wing Wars Platform; (vi) register for an account with false information, in a fraudulent manner or using information created solely for registration with us or other online services or (vii) evade any of the requirements set forth in the Platform Terms. We reserve the right to refuse registration of an account, or suspend or delete an account, in our sole discretion. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. You must notify us immediately of any breach of security or unauthorized use of Your account. You are responsible for keeping Your email address and other contact information up to date, so we can send You important notices.

We may terminate and remove Your account at any time, without notice, in the event that You breach any of these terms.

Use of the Wing Wars Platform

By using the Wing Wars Platform, You agree to:

- Use the Wing Wars Platform in compliance with all applicable laws, and all legal notice and disclosure requirements as provided in agreements of third-party service providers providing services through the Wing Wars Platform (detailed below).
- Use the Wing Wars Platform only on Your own behalf, and not transmit or resell any information or services available through the Wing Wars Platform to third parties. You may, however, resell any NFT's You purchase on the Wing Wars Platform.
- Use only payment methods approved by Wing Wars
- Not attempt to circumvent, or encourage anyone else to circumvent, the Platform Terms.
- Allow Wing Wars to keep and track data on Your use within the Platform.
- Use only one account and only one name for the Wing Wars Platform.
- Not use the Wing Wars Platform by means of multiple accounts, multiple email addresses or multiple sets of information provided to the Wing Wars Platform, or email addresses or other information created solely to access the Wing Wars Platform or other online sites.

Payments

When You purchase a Wing Wars NFT, Your transaction will be conducted in its entirety on the Ethereum network. Wing Wars has no control over such transactions or the Ethereum network, cannot reverse or issue refunds in connection with such transactions, and is not liable for any loss, damage or harm that you may incur as a result of such transactions.

You agree that all payments made through the Wing Wars Platform are final, and You will not challenge or dispute the charge with any third party.

Your purchase of a Wing Wars NFT, like all transactions on the Ethereum network, will require You to pay a transaction charge ("Gas Fee") to Ethereum, in addition to the stated purchase price of the Wing Wars NFT.

Modifications and Terminations

Without limitation of our other rights, we may introduce, remove or modify any content, materials, features, pricing or other elements of the Wing Wars Platform at any time in our sole discretion, without notice. We may also terminate the Wing Wars Platform at any time in our sole discretion, without notice. You shall not retain any rights that may have arisen prior to modification or termination, except to the extent expressly required by applicable law.

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NFT License

The license below governs Your rights with respect to any NFTs You purchase through the Wing Wars Platform.

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“Own” means, with respect to an NFT, an NFT that You have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain. “Ownership” means the legal status of a person or entity that Owns a Purchased NFT. “Extensions” means third party designs that: (i) are intended for use as extensions of or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art. “Purchased NFT” means an NFT that You Own. “Third Party IP” means any third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

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