

HIWAVE - Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

We make every effort to make this accessible to everyone regardless of mobility, but do not make any guarantees that all places and treasure hunt locations are accessible to all Parties. Should you have any questions on accessibility, please contact us at contact@HiWave.co

1. Eligibility

HiWave (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old as of Contest end date of June 18, 2022. Employees and Contractors of HiWave, and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employees are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. HiWave

The Contest is owned and operated by HiWave, Co., located at 276 5th avenue, Ste 704-3138, New York, New York 10001 ("HiWave").

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Contest Rules and Official Terms of Use ("Official Rules"); HiWave Mobile Application instructions and the decisions of HiWave, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. HiWave reserves the right, and has sole discretion to immediately disqualify any entrant for **tampering or disclosing public and private links**; and for any criminal or grossly behavior.

4. Contest Period

The Contest begins on May 20, 2022 at 12:00AM EST and ends on June 18, 2022 at 11:59 PM EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest is only available online

5. How to Enter

User shall "tap" a HiWave sticker, and be directed to the sticker's unique website URL. User shall then follow the directions provided to fill out the entry information, and submit.

6. Prize Redemption

User agrees and acknowledges that NOT ALL PRIZES WILL BE REDEEMED and NOT ALL STICKERS CONTAIN A LINK TO A PRIZE. Users are only individuals with valid, Venmo handles and U.S. mobile numbers and access to NFC-enabled mobile phones are eligible for entry. If the User's Venmo handle and/or mobile phone number receiving texts is inapplicable, then User forfeits the right to the prize money. Limit five (5) winning redemptions per individual, per mobile number, per Venmo handle. The assumption is that only one (1) individual can own one (1) Venmo

handle per phone number, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any email address, or household in excess of the stated limitation will be void. All entries become the property of HiWave and will not be acknowledged or returned.

7. Winner Notification

The User will only be notified if they are winners if the following conditions are ALL met: when User “taps” the sticker; submits the information; agrees to these Terms and Conditions; and is the FIRST User to claim the prize. If the Prize has already been claimed, the User will be notified immediately.

8. Prize responsibilities

Winning Entrants agree to pay all applicable taxes and fees associated with this prize. HiWave is not held liable or responsible for any Winning Entrant's tax or monetary responsibilities associated with this Contest.

Monetary Prizes may be alternatively, paid by Zelle or another acceptable method of payment pre-determined by HiWave.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by HiWave in its sole discretion, the HiWave may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. HiWave reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, HiWave reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by HiWave to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless, HiWave, and each of their respective parents, subsidiaries, affiliates, partners, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions,

lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto); (g) any costs; HiWave is not responsible for all costs and expenses that user incurs during or in anticipation of the Contest . Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

HiWave

Contest Terms of Use

Please also review HiWave's updated [Privacy Policy](#) that was effective on May, 2022.

Last Modified: May 2022

Table of Contents

1. Terms
2. Privacy
3. Use of the Services
4. Limited License to Use
5. Content and Content Rights
6. Conduct, General Prohibitions, and HiWave's Enforcement Rights
7. Participation in Events
8. Sweepstakes, Contests, Raffles, Surveys And Similar Promotions
9. Beta Programs
10. Third Party Websites or Resources
11. Disclaimer of Warranties
12. Limitation of Liability
13. Dispute Resolution
14. General

1 Terms

Welcome to HiWave. We publish mobile applications designed to enhance real world interactions ("**Apps**"), and we operate a real-world mobile platform ("**Platform**"). Please read these HiWave Terms of Service and any applicable App guidelines (the "**Guidelines**" and, collectively, "the **Terms**"), because the Terms govern your use of the Platform and any Contests (including this one). The Terms also govern your interaction with any websites we own or operate ("**Sites**"), purchase of any HiWave merchandise, participation in HiWave live events or promotions ("**Events**"), and more generally your use of any HiWave products or services (together with Apps and Platform, the "**Services**").

If you live in the United States, these Terms are entered into between you and HiWave, Co. a company registered to do business under the laws of the United States in the State of Delaware. HiWave, Co., is collectively referred to as "HiWave" or "we" in these Terms.

By using the Services, you are agreeing to these Terms. If you don't agree to these Terms, you may not use the Services. HiWave may modify these Terms at any time, and if we do, we will notify you by posting the modified Terms on the Site or in the App. It's important that you review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services.

SECTION 13 "DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.

If you breach these Terms we may take action against you, including but not limited to terminating your account. You acknowledge that HiWave has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

2 Privacy

Our Services are designed to enable you to interact in shared game worlds blended with information from the real world. Information collected from entrants is subject to HiWave's Mobile Application Privacy Policy. To provide the Services, we need information about you, and we only use your information where we have a legal basis to do so. Please refer to our HiWave [Privacy Policy](#) to help you understand what information we collect, how we use it and what choices you have when you use our Services.

3 Use of the Services

3.1 Cheating

HiWave prohibits cheating, and we constantly take steps to improve our anti-cheat measures. Cheating includes any action that attempts to or actually alters or interferes with the normal behavior or rules of a Service. Cheating includes, but is not limited to, any of the following behavior, on your own behalf or on behalf of others:

- Accessing Services in an unauthorized manner (including using modified or unofficial third party software);
- Playing with multiple accounts for the same Service;
- Sharing accounts;
- Using any techniques to alter or falsify a device's location (for example through GPS spoofing); and/or
- Selling or trading accounts.

App(s) and Website(s) may not work on devices that HiWave detects or reasonably suspects to be cheating, and HiWave will not provide support to players who attempt to cheat. You agree that HiWave may employ any lawful mechanisms to detect and respond to cheating, fraud, and other behavior prohibited under these Terms, including checking your device for the existence of exploits or hacking and/or unauthorized software. Please see the Guidelines and our [Privacy Policy](#) for more information.

3.2 Safe and Appropriate Use

While you are using our Services, please be aware of your surroundings, and play and communicate safely. You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, Event policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Services you will not make available any unlawful, inappropriate, or commercial Content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate Content, including data submissions, edits, or removal requests.

3.3 Your Interactions with Other People

You agree that in conjunction with your use of the Services, you will maintain safe and appropriate contact with other players and other people in the real world. You will not harass, threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party relating to your use of Services, you release HiWave (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.4 Eligibility and Account Registration

If you want to use certain Services, you may have to create an account with us (an "**Account**"), and you will also need access to a supported mobile phone and an Internet connection. The help centers at HiWave FAQs contain a list of supported devices. We do not support rooted or jailbroken devices.

You must create a HiWave account using your phone number on the App account creation screen. After creating a HiWave account, you must explicitly register for the Treasure Hunt in the HiWave app.

You agree that you won't disclose your Account pin to anyone and you will notify us immediately of any unauthorized use of your Account. HiWave takes its account security obligations seriously; however, you are responsible for all activities that occur under your Account, whether or not you know about them.

3.5 Account Suspension or Termination

We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you of Content or Services; or (c) we suspect any other unlawful activity associated with your Account. If your Account is inactive (i.e., not used or logged-into) for a period of time, we will notify you via the Services or in the App prior to termination of your Account.

You may terminate your Account at any time by contacting us directly at contact@hiwave.co. Upon termination of any Services or your Account, the following provisions of these Terms will survive: Content Ownership, Rights Granted by You, Disclaimer of Warranties, Indemnity, Limitation of Liability, Dispute Resolution, General Terms and this sentence on Termination.

3.6 Who May Use Our Services

Unless stated otherwise for a particular Service, children are not allowed to use the Services. A "**Child**" is a person (a) under 18 years old. HiWave FAQs contain information on the age requirement for each of our Apps.

Purchases made through the Services are limited to Account holders who are eighteen (18) years or older.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, HiWave DECLINES ANY RESPONSIBILITY REGARDING ANY ACTIVITIES CONDUCTED BY A CHILD WITH OR WITHOUT THE PERMISSION OF A PARENT. IF YOU ARE A PARENT AND YOU GIVE YOUR PERMISSION FOR YOUR CHILD TO REGISTER FOR ONE OF THE SERVICES, YOU THEREBY AGREE TO ACCEPT AND ABIDE BY THE TERMS RELATING TO USE OF THE SERVICES BY YOUR CHILD.

4 Limited License to Use

Subject to your compliance with these Terms, HiWave grants you a limited, nonexclusive, nontransferable, non-sublicensable license to download and install the Apps on a mobile device and to run the Apps solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms or under applicable law, you may not: (a) copy, modify, or create derivative works based on the Apps; (b) distribute, transfer, sublicense, lease, lend, or rent the Apps to any third party; (c) reverse engineer, decompile, or disassemble the Apps; or (d) make the functionality of the Apps available to multiple users through any means. HiWave reserves all rights in and to the Apps not expressly granted to you under these Terms.

5 Content and Content Rights

Subject to your compliance with these Terms, HiWave grants you a personal, noncommercial, nonexclusive, nontransferable, non-sublicensable, revocable, limited license to download, view, display, and use the Content solely for your permitted use within the Services. "**Content**" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through the Services, including User Content. "**User Content**" means any Content a user of a Service provides to be made available through Services.

5.1 Content Ownership

Subject to the foregoing, HiWave and its licensors exclusively own all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

5.2 Rights Granted by You

By making any User Content available through the Services you grant to HiWave a nonexclusive, transferable, sublicensable, worldwide, royalty-free, perpetual license (or, if not permitted under applicable law, a license for the whole duration, including for any extension thereof, of all relevant rights under any applicable law), to use, copy, modify, create derivative works based upon, publicly display, publicly perform, market, promote and distribute your User Content in connection with operating and providing the Services and Content to you and to others. By accepting these terms, you allow HiWave to benefit freely from the above rights, including but not limited to:

1. The right to reproduce User Content by any means and in any form.
2. The right to publicly or privately broadcast or make available the User Content (or any product incorporating the User Content), in return for payment or free of charge in all places by any means or process known or unknown at the present time, and in particular via Internet, pay per view, pay per play, theatrical or television broadcasting, DVD, and print.
3. The right to use the User Content for demonstration, promotion and advertising for all HiWave Services.
4. The right to produce or order the production of any new product or service from the User Content or from any product incorporating or exploiting the User Content, either reproduced as it stands or modified by HiWave or by any outside party of its choice.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by HiWave on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. To the extent permitted by applicable law, you also agree that you will not exercise your moral rights (or equivalent rights under applicable laws), such as your right to be identified as the author of any of the User Contents, against HiWave or any third party designated by HiWave.

5.3 Feedback

You can submit feedback, comments, and suggestions for improvements to the Services ("**Feedback**") by reaching out to us on social media or support channels. Feedback is a form of User Content.

5.4 DMCA/Copyright Policy

HiWave respects copyright law and expects its users to do the same. It is HiWave's policy to terminate in appropriate circumstances Account holders who infringe or are believed to be infringing the rights of copyright holders. Please see HiWave's [Privacy Policy](#) for further information.

6 Conduct, General Prohibitions, and HiWave's Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. In addition, you agree not to do any of the following, unless applicable law mandates that you be given the right to do so:

- collect, store or share any personally identifiable information of other users from the Services without their express permission;
- extract, scrape, or index the Services or Content (including information about users or gameplay);
- use the Services or Content, or any portion thereof, for any commercial purpose or in a manner not permitted by these Terms, including but not limited to (a) gathering in-App items or resources for sale outside the Apps, (b) performing services in the Apps in exchange for payment outside the Apps, or (c) selling, reselling, or renting the Apps or your Account;
- attempt to access or search the Services or Content or download Content from the Services through the use of any technology or means other than those provided by HiWave or other generally available third party web browsers (including without limitation automation software, bots, spiders, crawlers, data mining tools, or hacks, tools, agents, engines, or devices of any kind);
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content;
- bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented by HiWave or any of HiWave's providers or any other third party (including another user) to protect the Services or Content;
- use, display, mirror, or frame the Services or any individual element within the Services, HiWave's name, any HiWave trademark, logo, or other proprietary information, or the layout and design of any page or App without HiWave's express written consent;
- post, publish, submit or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- access, tamper with, or use nonpublic areas of the Services, HiWave's computer systems, or the technical delivery systems of HiWave's providers;
- attempt to probe, scan, or test the vulnerability of any HiWave system or network or Service, or breach any security or authentication measures;
- use any meta tags or other hidden text or metadata utilizing a HiWave trademark, logo, URL, or product name without HiWave's express written consent;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source identifying information;
- interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mailbombing the Services;
- delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Although HiWave is not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right to remove or

disable access to any Content, at any time and without notice. HiWave may remove any Content we consider to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.

ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICES, INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY SITE OR APP, IS A BREACH OF HIWAVE'S AND MAY BE A BREACH OR VIOLATION OF CRIMINAL AND CIVIL LAWS.

7 Participation

HiWave may publish the results of any competitions (including rankings and any winners), gameplay statistics, and pictures of participants in promotional and marketing materials and on social media in accordance with these Terms.

8 Sweepstakes, Contests, Raffles, Surveys And Similar Promotions

Periodically, HiWave and/or its partners may organize sweepstakes, contests, raffles, surveys, games, and similar promotions on the Services (each a "**Promotion**"). In addition to these Terms, Promotions will be subject to particular terms which we shall communicate to you at the time of these Promotions ("**Promotional Terms**"). By participating in any Promotion, you will become subject to those Promotional Terms. All Promotional Terms are incorporated into, may vary from, and shall supercede these Terms. HiWave urges you to read the Promotional Terms. Our Privacy Policy, in addition to these Terms and any Promotional Terms, governs any information you submit in connection with such Promotions.

9 Beta Programs

HiWave may offer you early access to certain pre-release mobile application software ("**Beta Software**") in order to allow you to test and provide feedback on Beta Software as part of HiWave's beta testing program ("**Beta Program**"). **This Section only applies to closed Beta Programs, where HiWave offers private access to selected testers. This Section does not apply to open betas that HiWave makes publicly available on an app store.**

You acknowledge that any product features or content, game documentation, promotional materials and/or any other information that HiWave may provide to you in connection with the Beta Program ("**Test Materials**"), the Beta Software, as well as everything related to the Beta Program is the exclusive property of HiWave, is confidential, and should be treated as confidential until such time as HiWave releases it.

If HiWave offers you access to the Beta Software, then, subject to your compliance with these Terms, HiWave grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Beta Software solely for the purposes of testing and providing feedback on the Beta Software as part of the Beta Program.

Without limiting the foregoing and except as prohibited under applicable law, the following are prohibited and you may not:

- copy, modify, or create derivative works based on the Beta Software;
- give or sell the Beta Software to anyone;
- reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive the source code of the Beta Software;
- install the Beta Software on systems you don't directly control or that you share with others;
- discuss the Beta Software with or demonstrate it to anyone outside of HiWave;
- blog, tweet, or otherwise publicly post information about the Beta Software;
- take screenshots, photos, videos, or audio recordings of the Beta Software unless HiWave has allowed you to do so in writing; or
- make Beta Feedback (as defined below) available to any third party, unless approved by HiWave in writing and in advance.

Be careful when using the Beta Software in public. Do not allow anyone to see, hear, film, or photograph the Beta Software. Please notify HiWave promptly of any unauthorized access or of any suspected breach of your account's security.

HiWave may collect your comments, suggestions, and feedback on the Software, and may also track your use of the Software through analytic tools, in accordance with HiWave's [Privacy Policy](#). All such comments, suggestions, feedback, and analytic data (collectively, the "**Beta Feedback**") is the exclusive property of HiWave.

You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and HiWave, and you will not be compensated for your participation or any Beta Feedback.

Unless prohibited by applicable law, all Test Materials are provided to you "as is" without any explicit or implicit warranty of any kind. You understand that the Beta Software is in development and may contain errors, bugs, and other problems that could cause loss of data and/or system failure. You should install the Beta Software on non-production devices that are not business critical and have been backed up. To the extent permitted under applicable law, HiWave is not liable in any way for any damages you might incur as a result of your participation in the Beta Program.

You agree that any breach of your confidentiality obligation will result in irreparable harm to HiWave, the extent of which would be difficult to ascertain, and that monetary damages will not be an adequate remedy. Accordingly, you agree that in the event you breach your confidentiality obligation, HiWave will be entitled to injunctive or other equitable relief as the court deems appropriate, in addition to any other remedies which it may have available.

10 Third Party Websites or Resources

Services may contain links to third party websites or resources. HiWave provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources.

HiWave may also partner with third parties to bring you the best experience possible. HiWave is not responsible for the availability or quality of third party services, including but not limited to, cell phone networks,

hotspots, wireless internet and other services. Such third party services may affect your ability to utilize the Services or participate in this Contest and an Event and you hereby waive and release HiWave and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.

11 Disclaimer of Warranties

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

YOU ASSUME ALL RISKS RELATING TO YOUR ONLINE OR OFFLINE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT HIWAVE DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES. HIWAVE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

12 Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER HiWave NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HIWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL HIWAVE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN EVENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE THOUSAND DOLLARS (\$1000), OR, IF CONTRACTING WITH HiWave INTERNATIONAL LIMITED, ONE THOUSAND POUNDS (£1000). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HiWave AND YOU.

13 Dispute Resolution

YOU AGREE THAT DISPUTES BETWEEN YOU AND HIWAVE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the HiWave in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New York.

13.1 Arbitration

If you live in the US or another jurisdiction which allows you to agree to arbitration, you and HiWave agree that any disputes will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in this clause (b), an **"IP Protection Action"**). Notwithstanding this arbitration agreement, HiWave reserves the right to bring an action in any court of competent jurisdiction against you to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of its IP, products, and Services.

Without limiting the preceding paragraph, you will also have the right to litigate any other dispute if you provide HiWave with written notice of your desire to do so by email to contact@HiWave.co within thirty (30) days following the date you first accept these Terms (such notice, an **"Arbitration Opt-out Notice"**). If you don't provide HiWave with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clauses (a) and (b) above. This "Dispute Resolution" section will survive any termination of these Terms. If the terms of this Section 13.1 "Arbitration" are found unenforceable as to any claim for relief, that claim must be severed from the arbitration and brought pursuant to Section 13.6, "Governing Law and Exclusive Venue." All other claims will be arbitrated. The arbitrator, and not any court or agency, shall have exclusive authority to (a) determine the scope and enforceability of this arbitration agreement and (b) resolve any dispute related to its interpretation, applicability, enforceability, or formation including any claim that all or any part of it is void or voidable.

13.2 Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

13.3 Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration) The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

13.4 Arbitration Location and Procedure

Unless you and HiWave otherwise agree, the arbitration will be conducted in a confidential manner, in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and HiWave submit to the arbitrator, and there will be no other discovery conducted (such as depositions), unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Notwithstanding the arbitrator's discretion, absent a showing of good cause, in no event shall the parties be allowed more than three (3) depositions per side, and there will be no corporate deposition of the type contemplated by Federal Rule of Civil Procedure 30(b)(6).

13.5 Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will be treated as confidential, and will include the essential findings and conclusions upon which the arbitrator based the award. Confirmation and enforcement of the arbitration award may be done in any court of competent jurisdiction. The arbitrator's award of damages must be consistent with the terms of Section 12 "Limitation of Liability" as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. HiWave shall enforce all rights it may have under applicable law to recover attorneys' fees and expenses if it prevails in arbitration.

13.6 Governing Law and Exclusive Venue

To the extent that these Terms allow you or HiWave to initiate litigation in a court, other than for small claims court actions, both you and HiWave agree to the exclusive jurisdiction of and venue in the state and federal courts located in the Southern District of New York. Each of the parties hereto waives any objection to jurisdiction and venue in such courts. These Terms and your use of the Services are governed by the laws of the State of New York, excluding its conflicts-of-law rules.

13.7 Fees

Our responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, you and HiWave shall split the fees, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)).

13.8 Changes to Dispute Resolution

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if HiWave changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (by email to contact@HiWaveco) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of HiWave's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and HiWave in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

14 General

14.1 Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between HiWave and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between HiWave and you regarding the Services and Content.

14.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without HiWave's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. HiWave may freely assign or transfer these Terms without restriction, and the transferor or assignor shall not remain jointly and severally liable. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.3 Force Majeure

Neither HiWave, any user, nor any other party involved in creating, producing, or delivering the Services or Content shall be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, global pandemic, trade dispute, or any other cause beyond its respective control.

14.4 Notice

Any notices or other communications provided by HiWave under these Terms, including those regarding modifications to these Terms, will be given: (a) via email; or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted to any email address you have provided.

14.5 Waiver

HiWave's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of HiWave. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

14.6 Contact Information

If you have any questions about these Terms or the Services, please contact HiWave at contact@HiWave.co.