

## **Terms of Use**

*Last Updated: August 29, 2017*

### **1. GENERAL**

Welcome to Wayaj, which is owned and operated by Isokan Collective Inc. ("us", "we" or "our"). Any person accessing or using Wayaj is referred to as "you".

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE APPLY TO YOU AND YOUR ACCESS TO, AND USE OF, THE WAYAJ WEBSITE LOCATED AT WWW.WAYAJ.COM ("SITE") AND THE WAYAJ MOBILE APPLICATION ("APP") (COLLECTIVELY, "WAYAJ"). BY ACCESSING OR USING THE SITE AND/OR APP, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. WE RESERVE THE RIGHT TO REVISE THESE TERMS AT ANY TIME IN OUR DISCRETION WITHOUT PRIOR NOTICE TO YOU. WHEN WE MAKE REVISIONS, WE WILL POST THEM ON WAYAJ AND THEY WILL BE EFFECTIVE IMMEDIATELY UPON POSTING AND WILL SUPERSEDE ALL PRIOR VERSIONS OF THESE TERMS. YOUR CONTINUED USE OF WAYAJ AFTER THE POSTING OF ANY REVISIONS SHALL CONFIRM YOUR ACCEPTANCE OF THE MODIFIED TERMS OF USE; THEREFORE, YOU SHOULD PERIODICALLY REVIEW THESE TERMS OF USE TO BE AWARE OF ANY CHANGES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE DO NOT USE THE SITE OR APP.

### **2. PRIVACY**

Please take a few moments to carefully review our Privacy Policy, which describes the collection, use and disclosure of personal information from visitors to and users of Wayaj. By accessing or using Wayaj, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

### **3. YOUR ACCOUNT**

You may create an account with Wayaj and connect to the App through your Facebook account. When you create an account with Wayaj, you will be required to create a user profile. Your user profile may include a short bio and personal travel-related information such as countries that you have visited and a bucket list to allow us to better offer targeted marketing and travel properties on the App landing page when you sign in to your account. When you connect to the App using your Facebook account, you will give us access to certain of your Facebook account information, including your name, user ID, email address, birth date, gender, profile photo and public profile information. You are responsible for maintaining the confidentiality of your App and/or Facebook password(s) and restricting access to your password(s) and account. By creating an account and/or connecting via Facebook, you further agree to accept responsibility for all activities that occur under your account and agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account with Wayaj at any time for any or no reason.

Your Wayaj account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to Wayaj. You are prohibited from: impersonating someone else; creating or using an account for anyone other than yourself; providing any email address or other contact information other than your own; or creating multiple accounts.

### **4. INTELLECTUAL PROPERTY RIGHTS; CONTENT**

Unless otherwise noted, Wayaj, its features, functionality, and all materials, including, but not limited to,

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While we attempt to be as accurate as possible, the Content may contain omissions, errors, or may be out of date. We do not represent or warrant that hotel descriptions, photographs, pricing or other Content is accurate, complete, current or error-free. We may, in our sole discretion, change, delete, update, modify or otherwise alter the Content at any time without providing notice to you.

## **5. ACCESS TO AND USE OF SITE; ACCEPTABLE USE POLICY; ACCOUNT SECURITY**

We do not guarantee that Wayaj, or any Content on it, will always be available or uninterrupted. Access to Wayaj is permitted on a temporary basis. We may suspend, withdraw, discontinue or change any or all part of Wayaj without notice. We will not be liable to you if, for any reason, the Site or App is unavailable at any time or for any period.

Although we make reasonable efforts to update the information on Wayaj, we make no representations, warranties or guarantees, whether express or implied, that the content on Wayaj is accurate, complete or up to date.

### **ACCEPTABLE USE POLICY**

By using Wayaj, you agree to comply with all content and conduct standards set forth in these Terms of Use. By way of example (and not by limitation), you agree not to:

- a. modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, frame, use, transfer or sell any information, products, services or Content provided through or obtained from Wayaj, including without limitation, engage in the practice of "screen scraping," or any other similar activity;
- b. hack into Wayaj, the server on which Wayaj is stored, or any server, computer or database connected to Wayaj, or attack Wayaj via a denial-of-service attack or a distributed denial-of service attack;
- c. modify another Site or App so as to falsely imply that it is associated or affiliated with Wayaj;
- d. damage, disable, overburden, transmit any worms, viruses, trojans, logic bombs or other material of a destructive nature, or interfere with any other party's use and enjoyment of Wayaj;
- e. violate any applicable laws, rules or regulations in your jurisdiction;
- f. use any automatic or manual conduct, device, process, software, program, algorithm, methodology or routine, including but not limited to a "robot," "spider" or other similar process or functionality to interfere (or attempt to interfere) with, damage, disable or impose an unreasonable burden or load on, the operation of Wayaj; or

- g. use Wayaj for any illegal, obscene, abusive, offensive, harassing, improper or objectionable purpose, to sell or offer to sell any goods or services, to conduct or forward surveys, contests, or chain letters, or for any purpose that is prohibited by these Terms of Use.

## **ACCOUNT SECURITY**

If you create an account with Wayaj which requires a username and/or password, you are responsible for all use of your account (under any username or password) and for ensuring that all use of your account complies fully with the provisions of these Terms of Use. You shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any.

## **6. DMCA – COPYRIGHT COMPLAINT POLICY; INFRINGEMENT NOTIFICATION**

We respect the intellectual property rights of others, and require that the people who use Wayaj do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. §512(c)(2), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- 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;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Notices of claims of copyright infringement on Wayaj should be emailed or mailed to our designated Copyright Agent as follows:

[info@wayaj.com](mailto:info@wayaj.com) with the subject "Copyright Infringement Notice".

We encourage you to consult an attorney before filing a notice or counter-notice. Also, please note that you may be liable for damages (including, but not limited to, costs and attorneys' fees) if you make a false claim of copyright infringement.

We will review and address all notices that comply with the requirements above and applicable law, including but not limited to the Digital Millennium Copyright Act of 1998.

## **REPEAT INFRINGERS**

In accordance with applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat copyright infringers. We may also limit or restrict access to Wayaj and/or terminate the accounts of any users who are deemed by us to infringe any intellectual property rights of others, whether or not there is any repeat infringement, in our sole discretion.

## **7. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Gedeon Engineering PC, its subsidiaries and affiliates and their respective members, officers, directors, employees, agents, licensors, suppliers, vendors, manufacturers and distributors (collectively, the "Wayaj Parties") from and against any and all claims,

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## **8. DISCLAIMER; WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WAYAJ, CONTENT, PRODUCTS AND/OR SERVICES ON WAYAJ ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT WAYAJ WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT WAYAJ OR THE SERVER THAT MAKES WAYAJ AVAILABLE ARE FREE FROM VIRUSES OR ANYTHING ELSE HARMFUL. FURTHER, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY, OR COMPLETENESS OF WAYAJ, PRODUCTS, SERVICES, CONTENT, THE CONTENT OF ANY THIRD-PARTY SITE LINKED TO OR FROM WAYAJ, USER GENERATED CONTENT, SUBMISSIONS, INFORMATION, INFORMATION PROVIDED BY THIRD PARTY VENDORS, OR ANY OTHER ITEMS OR MATERIALS ON WAYAJ OR LINKED TO FROM WAYAJ.

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NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF WAYAJ) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS.

## **9. LIMITATION OF LIABILITY**

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE JURISDICTIONS, THE ABOVE LIMITATIONS OR EXCLUSIONS NOTED IN SECTIONS 8 AND 9 MAY NOT APPLY TO YOU.

## **10. THIRD PARTY VENDORS/SUPPLIERS**

Please note that if Wayaj has any third party products or services on Wayaj, these products/services are provided by third party vendors/suppliers and not by Wayaj. As set forth in Sections 8 and 9 above, we are not responsible for any third party products/services or for the actions or inactions of any third party vendors or suppliers. While we aim to ensure that all third party vendors and suppliers are honest and truthful when making representations regarding their products/services and/or any causes they claim to support and how, we cannot warrant or represent that the statements they make are truthful, complete or accurate. Please contact the relevant third party vendor or supplier if you have further questions regarding their products or services.

## **11. PROMOTIONS**

Any and all offers or promotions advertised on Wayaj are void where prohibited, and are subject to the official rules or terms and conditions of any such offers or promotions.

## **12. GENERAL LEGAL PROVISIONS**

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use as they apply to you at any time by ceasing to use Wayaj. We may terminate these Terms of Use at any time immediately and without notice, and accordingly deny you access to Wayaj, for any reason in our sole discretion; however, the provisions in these Terms of Use that relate to intellectual property, indemnification, disclaimer, limitation of liability, and choice of law shall survive any termination of these Terms of Use.

These Terms of Use and your use of Wayaj shall be governed and construed in accordance with the laws of the State of New York, without regard to any conflict of law provisions. Any dispute arising under these Terms of Use shall be resolved exclusively by the state and/or federal courts of the State of New York, County of Nassau and/or the Eastern District of New York. By using Wayaj, you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Use and/or your access to or use of the Site and/or

App and/or your purchase of products or services on or through Wayaj, and you waive any claim of forum non conveniens or lack of personal jurisdiction that you may have.

If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law with a provision that most closely reflects the intention of the original provision, and the remainder of these Terms of Use shall remain in full force and effect. Our failure to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

We may provide notice to you relating to Wayaj and/or these Terms of Use by sending an email to your last known email address, and any such notice shall be deemed given and received on the day it is sent. A printed version of these Terms of Use and of any notices given to you in electronic form or otherwise shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Use and/or Wayaj must commence within one (1) year after the cause of action arises. You may not use Wayaj or export the Content in violation of U.S. export laws and regulations. If you access Wayaj from a location outside the United States, you are responsible for compliance with all local laws.

Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with law enforcement requests or requirements.

These Terms of Use (together with our Privacy Policy, which is expressly incorporated herein by reference and which can be accessed on Wayaj, and any other terms that may appear on Wayaj from time-to-time) contain the entire understanding between you and us with respect to your use of, and access to, Wayaj, and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use of, and access to, Wayaj. No representation, statement or inducement, whether oral or written, not contained in these Terms of Use (and any other terms that may appear on Wayaj from time-to-time) or the Privacy Policy shall bind any party to this agreement. No additional or different terms or conditions will be binding upon us unless expressly agreed to in writing by an officer of Isokan Collective Inc. No other representative has any authority to waive, alter, vary or add to these Terms of Use. Before using Wayaj, please read through all referenced documents carefully.

### **13. COPYRIGHT**

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