

# Terms of Use

Updated and effective as of March 2025

PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, DO NOT USE OUR WEBSITE/APP.

By using our Website/App, you agree to these Terms of Use ("Terms & Conditions"). We reserve the right to change these Terms at any time. You should check for changes regularly. Continued use of the Website/App constitutes acceptance of the updated Terms.

## 1. Scope of Terms & Conditions

Unless explicitly stated otherwise, the following Terms & Conditions apply to your use of all WNDR11's Technologies Websites/Apps owned or operated by WNDR11 LTD. This scope includes our Affiliates (collectively, "we," "us," or "our"), including, without limitation, this Website/App "Imagin8I" and all WNDR11 Technologies Websites/Apps that we may own or operate currently or in the future (collectively, our "Websites/Apps"). For purposes of these Terms & Conditions, "Affiliates" is defined as any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with WNDR11 LTD ("WNDR11") and their respective subsidiaries and Affiliates.

## 2. Terms & Conditions - In General

By using our Website/App, you agree to abide by and be legally bound by these Terms & Conditions as if you had signed this agreement. We reserve the right to terminate your password, user account, and access to the Website/App (or any part thereof) if you fail to comply with these Terms at any time.

In our sole discretion and without prior notice or liability, we may:

- Discontinue, modify, or alter any aspect of the Website/App, including but not limited to:
  - Restricting the time the Website/App is available,
  - Limiting the amount of use permitted, and
  - Restricting or terminating any user's right to use the Website/App.

You acknowledge that any termination or cancellation of your access to the Website/App may occur without prior notice. If you violate these Terms & Conditions, we may immediately delete or deactivate your user account, along with all related information and files, and prohibit further access to such information or our Website/App. We shall not be liable to you or any third party for any termination or cancellation of your access to or use of our Websites/Apps.

We may occasionally add to these Terms & Conditions, including complementary terms related to specific content, events, or activities ("Additional Terms"). Such changes will be labeled accordingly. You understand and agree that these Additional Terms are incorporated by reference into these Terms & Conditions.

Users can **purchase subscriptions** and agree to recurring payments until they decide to cancel the subscription. Additionally, users can make **one-time in-app purchases** for any extra features.

### 3. Restrictions on Use of Materials

You are granted a non-transferable, non-exclusive, limited right to access and display this Website/App and its materials for personal, non-commercial use, provided you comply with these Terms & Conditions. The content on this Website/App—including information, software, text, images, and audio—is protected by copyrights, trademarks, and other proprietary rights. All content is copyrighted under applicable laws, including those of the European Union and Cyprus.

You may not modify, publish, distribute, transmit, or create derivative works from any content without prior written consent. Downloading content does not grant you ownership rights, and any use of the content for other purposes, including printed or online distribution, is strictly prohibited.

### 4. Becoming a User

Becoming a community user on our Website/App is free, but registration is required to access certain products and features. Follow the provided instructions on our Website/App for successful registration. Registered users can participate in "Community Areas," which include personal pages, blogs, message boards, and other interactive features.

When registering, you agree to provide accurate and complete information about yourself ("Community User Data") and to keep it updated. Your Community User Data will be handled according to our Privacy Policy. If you provide false or misleading information, we reserve the right to terminate or suspend your account and deny future access to the Website/App.

You agree not to transfer your user rights, create multiple accounts, or use a false identity. If your registration is revoked, you may not register again under a different username. We reserve the right to terminate accounts without notice and take necessary legal remedies.

### 5. Subscription Fees and Payment

#### 5.1 Subscription Options

Certain features of the Service are available via subscription for a fee. You may purchase a subscription directly from WNDR11 LTD or through an App Store by either (1) paying a

recurring subscription fee in advance or (2) prepaying for access for a specified period. Additionally, you may make one-time purchases for in-app features or upsells.

## 5.2 Fee Changes

We may change subscription fees at any time. We will notify you of any changes as required by applicable law, typically by posting updates on the App or via email. If you do not agree to the new fees, you can cancel your subscription.

## 5.3 Payment Authorization

You authorize WNDR11 LTD and the App Stores to charge the applicable fees to your submitted payment method.

## 5.4 Automatic Renewal

If you subscribe, your subscription may automatically renew. Unless you cancel, you authorize us to charge you for the renewal term, which will be at the same rate as your initial subscription period, excluding promotional pricing.

## 5.5 Cancellation

You must cancel your subscription per the procedures provided for that subscription.

## 5.6 Trial Subscriptions

We may offer trial subscriptions for a limited time. If you do not cancel before the trial ends, your subscription will continue, and you will be billed accordingly unless canceled.

## 5.7 Trial Cancellation

You must cancel before the trial period ends to avoid being charged.

## 5.8 Subscription Expiration

Your rights to use the Service expire at the end of your paid subscription period. If fees are not paid, we may disable your access without notice.

## 5.9 App Store Purchases

Subscriptions purchased through an App Store follow that App Store's refund policies. We cannot issue refunds; please contact App Store support for assistance.

## 5.10 One-Time Payments

You may also purchase certain features or content through one-time payments. These one-time purchases may include premium features, exclusive content, or special enhancements that enrich your experience with the Service.

## 5.11 No Refunds

Purchases are final and non-refundable, except as required by applicable law. Refunds may be provided at our discretion in accordance with our policies.

## 5.12 If you are a consumer based in the EEA, the UK or Switzerland

You have an automatic legal right to withdraw from contracts for purchases of Services. However, when you make a purchase of a single item of digital content (such as a video recording or a pdf file) you expressly agree that such content is made available to you immediately and you, therefore, lose your right of withdrawal and will not be eligible for a refund. By signing up for our Service which is not a single item of digital content and is provided on a continuous basis (such as subscriptions to the Service) you expressly request and consent to an immediate supply of such Service. Therefore, if you exercise your right of withdrawal we will deduct from your refund an amount that is in proportion to the Service provided before you communicated to us your withdrawal from the contract.

## 5.13 If you are a consumer based in Quebec

You have an automatic legal right to cancel a contract for Services involving sequential performance. When you make a purchase of a single item of digital content (such as a video recording or a pdf file) you expressly agree that such Content is made available to you immediately and you, therefore, the cancellation rights set out in this section do not apply to you and you will not be eligible for a refund.

# 6. Privacy and Security

All personal data collected from you by us will be handled per our Privacy Policy, as we are committed to protecting your privacy and security. All personal data that we collect from you will be handled in a manner that follows our Privacy Policy. Our Privacy Policy, which you should review, is incorporated into these Terms & Conditions by this reference, and you confirm that when using this Website/App, you consent to your personal data being used and handled by our Privacy Policy. Also, you agree that we can place performance and functionality cookies to enable us to provide you with the features associated with your use of the Website/App as a community user.

# 7. Community Standards and Conduct Guidelines

You are solely responsible for the content ("Postings") you post, email, or transmit on the Website/App. We do not guarantee the accuracy or integrity of these Postings and are not liable for any errors, omissions, or damages resulting from them. You may encounter offensive content, but we have established community standards and conduct guidelines to govern user behavior.

You agree not to use the Website/App (including Community Areas) to:

- Post or transmit unlawful, harmful, threatening, or objectionable material.
- Solicit information from minors or harm them.
- Impersonate any person or entity or misrepresent your affiliation with us.
- Disguise the origin of any Postings.
- Upload content you do not own or have the right to use.
- Infringe upon any proprietary rights.
- Post unsolicited promotional materials, including spam or advertisements.
- Upload harmful computer code, including viruses.
- Disrupt other users' experiences or the normal flow of dialogue.
- Violate any applicable laws or regulations.
- Harass other users or employees.
- Collect personal data about other users without consent.
- Attempt to access another user's account without permission.

Using the Website/App is a privilege that depends on adherence to these guidelines. We reserve the right to revoke access or take appropriate action for violations.

Communications in Community Areas are public, and we may monitor them for compliance. While we can remove Postings without notice, we are not responsible for maintaining copies or for any loss incurred due to content removal.

## 8. Submissions

When you send, email, post, or transmit any content ("Submissions") to us or the Website/App, you grant us and our successors a royalty-free, irrevocable, perpetual, non-exclusive license to use, modify, reproduce, adapt, publish, and distribute your Submissions worldwide, for any purpose, commercial or otherwise.

You warrant that:

- You own or control all rights to your Submissions.
- Any third-party rights have been waived, allowing you to grant this license.
- All individuals depicted in any images or videos in your Submission have consented to their use.

You acknowledge that we may use your Submissions without compensation and that any user can access and reproduce your Submissions made available in Community Areas for personal use. While you retain ownership of your Submissions, we have no obligation to keep them confidential and are not liable for their use or disclosure, except as outlined in our Privacy Policy.

## 9. Children / Minors

This website/app is not intended to be used by children/minors, and its content is not directed at children/minors. This Website/App is intended for use only by those eighteen (18) years or older.

## 10. Links

These Terms of Use apply solely to this Website/App and not to any external sites. We are not responsible for the availability or content of third-party websites and do not endorse any materials found there. We are not liable for any loss or damage resulting from your use of or reliance on third-party content. For concerns, please contact our website/app administrator.

## 11. Password and User Account Security

You are responsible for the security of your password and account information. If you become aware of any security breaches, including unauthorized use of your account, you must notify us immediately. You are liable for all activities occurring under your account.

## 12. Disclaimers of Warranties

THE PRODUCTS, CONTENT, AND MATERIALS ON THIS WEBSITE/APP ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY.

NEITHER WNDR11 LTD NOR OUR AFFILIATES GUARANTEE THAT THE WEBSITE/APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES. ANY CONTENT OR MATERIALS OBTAINED THROUGH THIS WEBSITE/APP ARE DONE AT YOUR OWN RISK, AND YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA RESULTING FROM DOWNLOADS.

WE DO NOT WARRANT THE ACCURACY OR RELIABILITY OF ANY PRODUCTS OR CONTENT ON THIS WEBSITE/APP. NO INFORMATION OR ADVICE OBTAINED FROM OUR PERSONNEL OR THROUGH THIS WEBSITE/APP CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

THESE DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

## 13. Limitation of Liability

You agree that WNDR11 LTD and its affiliates are not liable for any direct, indirect, incidental, special, consequential, or punitive damages, including loss of profits or data, arising from:

- Your use or inability to use the Website/App.
- Any content or materials on the Website/App or linked sites.
- Costs of procuring substitute goods or services.
- Unauthorized access to your data.
- Third-party statements or conduct.

Except for personal injury or death due to WNDR11 LTD's negligence, total liability is limited to the amount you paid for access to the Website/App. If dissatisfied, your only remedy is to discontinue use. These exclusions apply to the fullest extent permitted by law.

## 14. Indemnification

You agree to indemnify and defend Socfit and its affiliates, including their officers and employees, against any third-party claims, damages, or costs (including attorney's fees) arising from your misuse of the Website/App, violations of these Terms, or infringement of any rights.

## 15. Governing Law and Choice of Forum

### EU/EEA/CH Residents

If you reside in an EU/EEA/CH country, these Terms are governed by the laws of the Republic of Cyprus. Any legal action related to your use of the Website/App must be filed in the competent courts of Cyprus.

### Third Country Residents

For residents outside the EU/EEA/CH, these Terms are also governed by the laws of the Republic of Cyprus. You agree to file any legal actions in Cyprus courts.

## 16. Miscellaneous Terms

In any legal action against us, the prevailing party is entitled to recover legal expenses, including attorney's fees. If any provision of these Terms is deemed unenforceable, it will be severable, and the remaining provisions will continue in effect.

These Terms, along with our Privacy Policy and Subscription Agreement, constitute the entire agreement. The Subscription Agreement takes precedence in case of conflict. We may modify these Terms, and your continued use of the Website/App indicates acceptance of changes.

No third party has rights under these Terms. This Website/App is operated by WNDR11, registered in Cyprus. For questions, contact us at [support@wndr11.cy](mailto:support@wndr11.cy) or by mail at our registered office:

WNDR11 LTD

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