

Last Modified: March 31, 2024

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR WEBSITE OR THE WAMR INSTANT LEGAL ADVOCACY APP AS THEY CONTAIN IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THEY INCLUDE AN AGREEMENT TO ARBITRATE. THESE TERMS ALSO INCLUDE A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

THEY FURTHER FORM A BINDING AGREEMENT BETWEEN WAMR LLC (REFERRED HEREIN AS “WAMR,” “WE,” “US”, AND “OUR”) AND YOU. BY ACCESSING OR USING THE WAMR WEBSITE OR SERVICES (DEFINED BELOW), INCLUDING COMMUNICATING WITH WAMR, YOU AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS OF SERVICE AND ALL APPLICABLE LOCAL LAWS, WHETHER OR NOT YOU BECOME A REGISTERED USER. IF YOU DO NOT WISH TO AGREE TO THESE TERMS OF SERVICE, YOU MUST NOT USE OR ACCESS OUR WEBSITE OR WAMR INSTANT LEGAL ADVOCACY APP, WHICH EXPLICITLY INCLUDES (BUT IS NOT LIMITED TO) VIEWING THE WEBSITE.

TERMS OF SERVICE

WAMR provides an online platform that connects users with Outside Attorneys (defined below) who provide general advice pertaining to legal information and self-help. We offer this service online as an application for mobile devices. Our mobile application, websites, and associated tools and services are collectively referred to as “the Services” and are available to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

1. TERMS

By accessing or using the Services, including by communicating with us, you agree to be bound by the following terms and conditions (“Terms of Service” or “Terms”), including those additional terms and conditions and policies referenced herein, and all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws,

For clarity, we refer to independent attorneys who sign up for the Services from various specialties as “Outside Attorneys,” and these Outside Attorneys are neither employees nor agents of WAMR.

These Terms of Service contain a dispute resolution provision that includes arbitration which may affect your rights, so please read them carefully.

Any new features or tools which are added to the Services shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right, in our sole discretion and judgement, to update, change or replace any part of these Terms of Service by posting updates and/or changes. It is your responsibility to check this page periodically for changes so that you are aware of any revised versions of these Terms of Service we may post. All changes, except any conflicting or more restrictive provisions that expressly require opt-in consent, are effective immediately upon posting and shall apply to all access and use of our Services thereafter. Your continued access or use the Services after we have posted a modification or have provided you with notice of a modification, constitutes your agreement to be bound by the modified terms.

2. MINIMUM AGE REQUIREMENT

Our Services are not directed to children. You are not allowed to access or use our Services if you are under the age of eighteen (18) years old. If you register as a user or otherwise use our Services, you represent and warrant that you are at least eighteen (18) years old. Additionally, you may use our Services only if you can legally form a binding contract with us.

3. PRIVACY

Our Privacy Policy is hereby incorporated by reference and applies to any information that we collect about you while you use our Services, that you may provide to us or that we may collect offline and/or through other means (for example, at a live event, via telephone, or through the mail). Our privacy policy can be found below:

<https://wamr.app/privacypolicy.pdf>

4. GENERAL CONDITIONS

When you access our Services, we may ask you to provide certain registration details or other information. It is a condition of your use of our Services that all the information you provide through it is correct, current, and complete, and does not violate any laws or third party's rights.

You understand that your information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you will treat such information as confidential, and you will not

disclose it to any other person or entity. You also acknowledge and agree that your Services account is personal to you and that you will not provide access or use of your username or password to any third party. You will remain responsible for any actions taken by users of your account when you fail to take adequate precautions to protect account access.

Our Services and all content, features, and functionality, including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection, coordination, and arrangement thereof, are owned by us, our respective licensors or other providers of such material and are protected by United States copyright, trademark, patent, trade secret, and other intellectual or proprietary rights laws.

These Terms of Service grant you a non-exclusive, non-transferrable, revocable (as permitted herein) license to access and use the Services solely for your personal use, or if you are an Outside Attorney, for limited commercial use. You agree not to reproduce, duplicate, copy, sell, resell, distribute, modify, create derivative works of, download, store, transmit or exploit any portion of the Services, use of the Services, or access to the Services without express written permission by us except in the following circumstances:

- 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 device for display enhancement purposes
- You may print or download copies or take screenshots of a reasonable number of screens of our Services for your own personal use and not for further reproduction, publication or distribution

You must not:

- Modify copies of any materials from our Services
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text as they appear on our Services
- Reverse engineer, decompile, disassemble, or otherwise create derivative works from the Services
- Alter or modify any disabling mechanism which may be resident in the Services
- Delete or alter any copyright, trademark or other proprietary markings or confidential legends (e.g., “©” or “®”) placed upon or contained within the Services

Our name, and all related names, logos, product and service names, designs, and slogans, including but not limited to, WAMR and the WAMR Logo are trademarks or service marks owned by us or our affiliates or licensors. You must not use such trademarks or service marks without prior written permission from us or the applicable owner. All other names, logos, product and service names, designs and slogans of Outside Attorneys on our Services are the trademarks of their respective owners.

5. USING OUR SERVICES

WAMR provides a technology platform that connects individual users directly to Outside Attorneys on an as-needed basis to help users obtain timely legal support. Interactions through the Services with Outside Attorneys do not create an attorney-client relationship between you and us, or between you and any of our employees or representatives. Outside Attorneys are neither employees nor agents of WAMR. Outside Attorneys are third-party independent contractors who carry their own malpractice insurance and have agreed to provide online answers, limited consultations, or other legal services.

When you engage an Outside Attorney, the Lawyer Agreement (located at [URL](#)) will apply, along with these Terms. If you are a user and choose to communicate with an Outside Attorney through our Services, please note the following:

- When you contact an Outside Attorney through our Services, any initial interactions and any attorney-client relationship formed during the course of that interaction is strictly between you and the Outside Attorney
- When you contact an Outside Attorney through our Services, he or she may ask you for some information regarding you and your legal affairs in order to properly address your questions
- We will not have access to information you provide directly to the Outside Attorney, except in cases where you do so through our platform, in which case we can access that information for fulfilment and quality assurance purposes
- When you contact an Outside Attorney through our Services, you and the Outside Attorney control both the duration and scope of the interaction
- If you initiate contact with an Outside Attorney through our platform, and the Outside Attorney charges a consultation fee, that fee will be charged at the time the connection is made. To the extent the Outside Attorney does not confirm the contact within thirty (30) seconds of contact initiation, any amounts will be refunded to you
- Outside Attorneys may be compensated by us for Services performed on your behalf; however, we do not receive any share of legal fees collected by any attorneys in our network. In all cases, we will not influence or interfere in any way with any attorney's independent professional judgment. Outside Attorneys reserve the right to refuse to perform legal services on your behalf in their sole discretion

We do not endorse or recommend any Outside Attorneys. You should carefully evaluate the experience and qualifications of any Outside Attorney before hiring them as your lawyer. We make no representation or warranty as to the qualifications or competency of any Outside Attorney or as to the accuracy or completeness of any Outside Attorney's work.

WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY SERVICES RENDERED BY ANY OUTSIDE ATTORNEY YOU ENCOUNTER ON OR

THROUGH OUR SERVICES, AND ANY USE OR RELIANCE ON SUCH SERVICES IS SOLELY AT YOUR OWN RISK.

5. ATTORNEY ADVERTISING DISCLAIMER

The Services and its contents may be considered attorney advertising under the rules of certain jurisdictions.

WE DO NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED IN ANY OUTSIDE ATTORNEY PROFILE. OUTSIDE ATTORNEYS ARE THIRD-PARTY INDEPENDENT CONTRACTORS SOLELY RESPONSIBLE FOR THE ADVICE THEY GIVE, THE SERVICES THEY PROVIDE AND THE REPRESENTATIONS ABOUT THEMSELVES THEY MAKE. YOU ARE SOLELY RESPONSIBLE FOR ASSESSING THE QUALITY, INTEGRITY, SUITABILITY AND TRUSTWORTHINESS OF ALL PERSONS WITH WHOM YOU COMMUNICATE REGARDING YOUR LEGAL NEEDS. PRIOR RESULTS (FOR EXAMPLE, POSITIVE TESTIMONIALS FROM PRIOR CLIENTS) DO NOT GUARANTEE A SIMILAR OUTCOME.

6. ACCURACY, REVISION AND ERRATA

WE ARE NOT RESPONSIBLE IF INFORMATION MADE AVAILABLE VIA THE SERVICES IS NOT ACCURATE, COMPLETE OR CURRENT. THE MATERIALS APPEARING ON OUR SERVICES COULD INCLUDE TECHNICAL, TYPOGRAPHICAL, OR PHOTOGRAPHIC ERRORS. THE MATERIAL ON THE SERVICES IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS WITHOUT CONSULTING PRIMARY, MORE ACCURATE, MORE COMPLETE OR MORE TIMELY SOURCES OF INFORMATION. WE DO NOT WARRANT THAT ANY OF THE MATERIALS ON THE SERVICES ARE ACCURATE, COMPLETE, OR CURRENT. WE MAY MAKE CHANGES TO THE MATERIALS CONTAINED ON THE SERVICES AT ANY TIME WITHOUT NOTICE. WE DO NOT, HOWEVER, MAKE ANY COMMITMENT TO UPDATE SUCH MATERIALS. ANY RELIANCE ON THE MATERIAL IN THE SERVICES IS AT YOUR OWN RISK.

7. GENERAL REPRESENTATION AND WARRANTY

You represent and warrant that your use of our Services:

- Will be in strict accordance with the Terms of Service
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising)

- Will not be for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities
- Will not infringe or misappropriate the intellectual property rights of WAMR or any third party
- Will not be used to impersonate or attempt to impersonate us, one of our employees, another user (including an Outside Attorney), or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing)
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion
- Will not disclose the personal information of others in a manner inconsistent with proper use of the Services
- Will not be used to send spam or bulk unsolicited messages
- Will not interfere with, disrupt, or attack any service or network
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code
- Will not 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 us or users of the Services, or expose them to liability
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Services or any related technology that is not open source
- Will not involve renting, leasing, loaning, selling, or reselling the Services or related data without our consent

8. MODIFICATIONS TO THE SERVICES, PRODUCTS AND PRICES

We reserve the right to restrict access to parts of our Services, refuse Services to any user, including registered users, for any reason at any time, including failure to comply with any of the terms and conditions herein. We reserve the right to alter our Services in any manner, including taking it down completely. We will not be liable if for any reason all or any part of our Services is unavailable for any time or for any period.

Prices for our products and Services are subject to change without notice.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Services.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. Any offer for any product or Services is void where prohibited.

9. THIRD PARTY LINKS

Certain content, products, and services available via our Services may include materials provided by third parties.

You understand that all such information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials, are the sole responsibility of the originating party and that we have no responsibility for such content and do not guarantee the accuracy, integrity or quality of such content.

Third-party links on the Services may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such websites and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. The inclusion of any link does not imply endorsement by us of the third-party site.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party. Use of any such linked third-party website is at the user's own risk.

10. USER CONTENT, COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

You agree that you are solely responsible for the content sent or transmitted by you or displayed or uploaded by you in using the Services ("Content") and for compliance with all applicable laws pertaining to the Content, including, but not limited to, laws requiring you to obtain the consent of a third party to use the Content and to provide appropriate notices of third-party rights. You represent and warrant that you have the right to provide the Content to us and that such use does not violate or infringe on any rights of any third party. Under no circumstances will we be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although we are not responsible for any Content, we may delete any Content, at any time without notice to you, if we become aware that it violates any provision of this Agreement, or any law.

You are responsible for compliance with all recording laws. By using the Services, you are giving us consent to store recordings for any or all video chats or meetings with Outside Attorneys that you join, which will be stored in our third-party service provider systems for six (6) months and made available to you during that time. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the video chat or meeting.

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

DMCA Policy:

We respect the intellectual property rights of others and expect our users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (the “DMCA”), text of which may be found on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf>, we will respond expeditiously to claims of copyright infringement using the Services if such claims are reported to our Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringement taking place on or through our Services by completing the following DMCA Notice of Alleged Infringement and delivering it to our Designated Copyright Agent at support [at] wamr.app. Upon receipt of notice as described below, we will take whatever action, in our sole discretion, that we deem appropriate, including removal of the challenged content from our Services.

Your notice should include the following information:

- Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by your notice—you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of the infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the

URL of the link shown on the Services or the exact location where such material may be found.

- Provide your name, company affiliation (if applicable), mailing address, telephone number and email address.
- Include both of the following statements in the body of the notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent or the law (e.g., as a fair use).”
 - “I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’ FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. YOU ACCEPT SOLE AND COMPLETE RESPONSIBILITY FOR: (I) THE SELECTION OF SERVICES, OUTSIDE ATTORNEYS, OR SERVICE PROVIDERS TO ACHIEVE YOU INTENDED RESULTS; (II) YOUR USE OF THE SERVICES; (III) THE USE OF ANY WORK PRODUCT OR MATERIALS PRODUCED USING THE SERVICES; AND (IV) THE RESULTS OBTAINED FROM THE SERVICES.

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE COMPLETE, ACCURATE, RELIABLE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR OUR PRODUCTS WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OUTSIDE ATTORNEY SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF WAMR’S OBLIGATIONS HEREUNDER.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICES OR ANY PRODUCTS PROCURED USING THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICES OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. OUR TOTAL LIABILITY UNDER THESE TERMS ARISING FROM YOUR USE OF ANY PRODUCT OR SERVICES SHALL BE LIMITED TO THE FEES PAID BY YOU FOR SUCH PRODUCT OR SERVICES FOR A TIME PERIOD NOT TO EXCEED SIX (6) MONTHS. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WAMR AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages or the limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless WAMR and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by

any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third- party.

We reserve the right to assume, at our own expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you fully agree to cooperate with us in the defense of any such claim, action settlement or compromise negotiations as we request.

14. DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing our Customer Service Department at support [at] wamr.app regarding your concerns.

However, if we are not able to resolve a dispute with you after attempting to do through consultation, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of the American Arbitration Association ("AAA"). AAA will administer any such arbitration under its Commercial Arbitration Rules. The arbitration will be held in the United States county where you live or work, Fulton County (GA) or any other location as to which we may then mutually agree. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to us should be addressed to: WAMR, LLC, 3355 Lenox Road, Suite 750, Atlanta, GA 30326, Attention: General Counsel. Any notice to you shall be sent to your address as set forth our records of account or such other legal address as we are able to identify.

By agreeing to these Terms of Service, you agree that you are required to resolve any claim that you may have against us on an individual basis in arbitration. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else.

You acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and we otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding, and disputes arising out of or related to the interpretation or application of this Section for of the Terms of Service shall be settled by the arbiter selected by the AAA. However, subject to the requirements of these Terms of Service, you and we each retain the right to bring, without first seeking arbitration, an individual action in a court of competent jurisdiction for the purposes of seeking injunctive, other equitable relief, or a matter that can be resolved in small claims court.

15. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

16. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for any amounts due and owing for Services rendered, if any, up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

17. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

18. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or state courts located in Fulton County, Georgia, and agrees that, subject to those matters that are arbitrated, all disputes arising from these Terms of Service shall be prosecuted in such courts.

19. CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info [at] wamr.app or we can be contacted at the following address:

3355 Lenox Road, Suite 750,
Atlanta, GA 30326