
Terms and Conditions

Last update: 04.09.2024

Please review the terms of service contained herein carefully. By accessing and/or using any of the Services provided by Alterland SA, You have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference.

1. RIGHTS AND OBLIGATIONS

The following terms and conditions (the "**Terms**") constitute a binding agreement between Alterland SA, a limited company registered under the laws of Switzerland, registered with the Register of Commerce under No. CHE-386.339.416 and with registered address at Via Cantonale 11 – 6900 Lugano ("**Alterland**" or the "**Company**"), and the person, persons, or entity ("**You**" or "**Your**") accessing and using the Alterland virtual environment simulating a physical office environment in a virtual space (the "**Services**" or "**Alterland App**").

By accessing and using the Services, You have read, understood, and accepted all of the following Terms and agree to be legally bound by these Terms, in their most recent version; You further represent and warrant that: (i) if You are an individual You are of legal age to enter into a binding agreement; and (ii) if You represent a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these Terms.

Your access and use of the Services is contingent upon Your acceptance of these Terms.

The Company may amend these Terms at any time. Amendments will be effective 14 (fourteen) days after the modified terms and conditions have been posted on the Company's website at <https://www.alterland.io/> (the "**Website**") except for amendments that relate to new features or made for legal reasons, which will become effective immediately. If You do not agree to such modified terms, You should discontinue Your use of the Services.

2. SERVICES

Alterland App is a cutting-edge virtual environment that uses advanced VR, AI, and blockchain technologies and can be accessed through both virtual reality devices and a Personal Computer's platform. Specifically, our Alterland App includes (a) immersive, virtual office spaces for remote work and Your private reception area; (b) Artificial Intelligence software to automatically generates concise, actionable summaries from Your discussions ("**Smart Note AI**"); (c) engagement of gamification with comprehensive training modules for employees to learn and boost professional development ("**Interactive Learning & Onboarding**").

By using our Services, you agree that you will not disclose any confidential, personal, proprietary, or otherwise sensitive information unless such disclosure is expressly permitted by applicable law or by your internal working policy.

You are responsible for all possible uses of Your Account including but not limited to misuse, fraudulent or other illegal activity. Alterland assumes no responsibility or liability for any information, whether confidential, personal, proprietary, or sensitive, that you choose to disclose while using the Services. You are solely responsible for safeguarding and managing all information in compliance with Your company policy and with any other agreement or applicable law.

The Company will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, The Company reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, without liability to You, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

3. Account

We provide You with a centralized platform for users to manage their Accounts effectively ("**Alterland Hub**" or "**Platform**"). Specifically, the Platform is a comprehensive user interface designed to facilitate all major workflows associated with the Services. Through the Platform, users can handle a variety of essential tasks, such as managing user profiles, organizing and overseeing organizations.

The Platform empowers users to rent and customize virtual office spaces, manage their calendars, and schedule meetings. The Platform is a web-based application and is fully compatible with all modern web browsers, including Firefox, Safari, and Chrome.

In order to access the Platform, You may be asked to register an account (the "**Account**") on the Platform and provide the Company registration details, including but not limited to username and email, and set up a dedicated password.

4. PAYMENT

If You purchase the Services, You will be provided with complete and accurate billing information, including a valid payment method. The payment for our Services will occur only after You have created the Account.

The Services are provided to users according to a monthly subscription or a fixed term subscription plan (collectively "**Subscription Plans**") clearly displayed on the Website. Payment for the chosen Subscription Plans must be made in full and on time.

The fixed-term subscription is available for a predetermined duration ("**Subscription Period**") at the conditions indicated on our Website. At the end of the Subscription Period, You may choose to renew Your subscription. Failure to renew Your subscription after the expiration of the Subscription Period, will result in the suspension of Your Account.

For monthly subscriptions, we will automatically charge Your payment method on each agreed-upon periodic renewal unless You cancel Your subscription prior to the renewal date. If You choose for a monthly subscription, You can cancel it at any time. All payments incurred in connection with the Services are not refundable, except where required by law. These Terms do not override any mandatory local laws regarding Your cancellation rights.

In any case You acknowledge and agree that in the event Your payment cannot be finalized, we may suspend Your access to Your Account until payment is successfully received.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Services are property of the Company or its licensors. Subject to Your compliance with these Terms, the Company grants You a limited right to access and/or use the Services. The right to access and/or use the Services is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations contained herein. Nothing in these Terms gives You any licence (other than as set out in this section), right, title, or ownership of, in, or to any of the Services.

You acknowledge and agree that the Company retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Services, the software and application programming interfaces (APIs) comprising the Services, and all content therein.

6. DATA PROTECTION

In order to provide You with the Services, You acknowledge and agree that the Company may collect, store and process Your personal data and/or information. By accessing and/or using the Services, You have read, understood, and accepted to the terms of the Company's privacy policy, and You acknowledge and agree that the Company may use such data and/or information in accordance with the terms of its privacy policy.

7. TERMINATION

You shall have the right to terminate Your Account at any time by canceling and discontinuing Your access to and use of the Services. The Company, without limitation, including in the event of Your alleged or actual misuse of the Services or breach of these Terms, reserves the right to terminate or suspend Your Account. The Company at any time reserves the right to suspend or terminate the Services.

If You or the Company terminate or suspend Your Account or the Services, You acknowledge and accept that You will not receive any refunds.

Upon any termination or suspension of Your Account, You may no longer have access to Your information on the Platform and Your right to use the Services will immediately cease.

8. LIMITATION OF LIABILITY

In no event will the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Services, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not the Company was advised of the possibility of such damages.

Without limiting the generality of the foregoing, the Company takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services, including, without limitation, to any of the following: (i) loss of or inability to access or transact data; (ii) technical failure, malfunction or shutdown; (iii) server failure, hacks or unavailability; (iv) data loss and/or disclosure; (v) stolen, lost, or unauthorized use of Your means of authorization; (vi) errors calculating network fees; (vii) corrupted data on the Company's servers; (viii) incorrectly constructed transactions or mistyped wallet addresses; (ix) failure to update or provide correct information; (x) "phishing" or other websites masquerading as the Company; (xi) delays, interruption or loss of services; (xii) loss of business or goodwill.

The Services support or are integrated with third party services. In any case, such services are provided solely at Your convenience. The Company has no control over any of these third party services therefore You acknowledge and agree that the Company is not responsible for the availability of any of these third party services, or their completeness, accuracy, or existence. The Company takes no responsibility for any third party services and will not be liable for any loss or damage caused by such third party services.

The Services are provided on an “as is” and “as available” basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. The Company disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

9. RESTRICTIONS

By accessing and/or using the Services, You acknowledge and agree that You shall not use the Services if applicable laws, based on Your country of location, residency and/or citizenship, prohibit You from doing so in accordance with these Terms.

By accessing and/or using the Services, You acknowledge and agree that You shall not use, or assist third parties to use, the Services any way which may constitute a contravention of applicable laws or which may contradict the purposes or hinder the operations of the Services or hinder the operations of other users of the Services.

Without limitation to the foregoing, You acknowledge and agree that You shall not use, or assist third parties to use the Services to, without limitation, avoid taxes, engage into activities that may amount to market abuse (including, without limitation, front-running, wash trades, etc.), engage into illegal gambling, frauds, money laundering or terrorist activities.

10. INDEMNIFICATION

To the fullest extent permitted under applicable laws, You agree to hold harmless and indemnify the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of (i) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties; (ii) Your alleged or actual use or misuse of the Services; and (ii) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

11. ENTIRE AGREEMENT

These Terms constitute all the terms and conditions agreed upon between You and The Company and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

12. SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable

the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.

The failure of the Company to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of The Company's rights to do so.

13. ASSIGNMENT

The Company may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license Your rights under these Terms to any third party.

14. GOVERNING LAW AND JURISDICTION

The Terms for the Wallet services offered by The Company Switzerland are subject to and governed by Swiss law to the exclusion of Swiss international private law and any international treaties. All disputes arising from or under these Terms shall be subject to the exclusive jurisdiction of the competent courts of Lugano, Switzerland.

15. CONTACTS

If You have any questions regarding these Terms, please contact us at hello@alterland.io.