

MANGO LABS, INC / NEVERLAND TERMS AND CONDITIONS

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS IS A LEGAL AGREEMENT (THIS “AGREEMENT”) BETWEEN MANGO LABS, INC / NEVERLAND (“WE” OR “NEVERLAND”) AND YOU WHICH SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE NEVERLAND MOBILE APPLICATION(S), SITE AND DOMAINS (INCLUDING ALL WEBPAGES, SUBDOMAINS AND SUBPARTS) (COLLECTIVELY WITH THE MOBILE APPLICATION(S), THE “SITE”) AND ALL SERVICES AND SOFTWARE AVAILABLE ON OR THROUGH THE SITE OR OTHERWISE PROVIDED BY NEVERLAND (COLLECTIVELY, THE “SERVICES”). YOU MAY USE THE SITE AND SERVICES ONLY IF YOU ACCEPT AND ABIDE BY THIS AGREEMENT AS PRESENTED TO YOU, AND AS MAY BE UPDATED OR AMENDED BY NEVERLAND, AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES (“USAGE RULES”) THAT MAY BE PUBLISHED FROM TIME TO TIME ON THE SITE BY NEVERLAND. YOU CANNOT MAKE ANY CHANGES, ADDITIONS OR DELETIONS, AND NEVERLAND MAY REFUSE YOU ACCESS TO THE SITE AND SERVICES FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT OR SUCH RULES, POLICIES OR PROCEDURES.

By accessing, using, or by merely browsing the Site or the Services you agree to be legally bound by this Agreement and all terms, policies and guidelines incorporated by reference into this Agreement. If you do not agree with this Agreement in its entirety, you may not use the Site or the Services. You cannot make any changes, additions or deletions to this Agreement, and Neverland may refuse you access to the Site and the Services for noncompliance with any part of this Agreement. In this Agreement, our users selling plants are called “Sellers”, our users buying plants are called “Buyers”, and all users of the Site and Services, whether they are Sellers, Buyers, or casual browsers of the Site, are called “Users.”

1. Description of Neverland.

Neverland is building the largest and fastest growing marketplace and online destination for plants and gardening. Neverland’s mission is to make nature accessible to all.

Buyers can discover new plants and gardening products, book gardening services online, and get inspired. Plant and gardening professionals can sell their products, connect with new Buyers, and build their businesses.

Here is how it works:

Step 1: A Buyer is able to access Neverland through the web of a mobile app. Once they download the app, they can create an account and go through a quick onboarding process where we pull data on her location, environment, and ask her a few questions about her experience with plants.

Step 2: She will then be able to choose products from a personalized curated selection from

Sellers. She chooses to purchase a Monstera, and places an order. The Seller ships the Monstera to her with priority shipping.

Step 3: After she receives the Monstera, she'll continue to get personalized and care guidance through Neverland's community of plant parents.

2. Age Requirement to Use the Services. Neverland is a general audience site that does not knowingly collect data or accept registration from individuals younger than 18 years of age. Neverland requires users to verify that they are 18 years of age or older (or at least the legal age of majority in their jurisdiction) in the registration process on the Site. If users do not submit such information and verify their age, they are refused access to the Site and Services.

3. System Requirements. Use of the Services, like any Internet services, requires compatible hardware (including a smartphone), Internet access, and certain software, and may require obtaining updates or upgrades from time to time. Because of this, your ability to use the Services may be affected by the performance of these factors. High speed Internet and mobile service are strongly recommended. You acknowledge and agree that it is your sole responsibility to acquire and maintain such system requirements, which may be changed from time to time in Neverland's sole discretion.

4. Policies and Rules. Your use of the Services is subject to Neverland's policies, including without limitation Neverland's privacy policy (as amended from time to time), Usage Rules, and any other terms and conditions required for use of the Services, all of which are hereby expressly made a part of this Agreement. If you have not already read these, you should do so now at www.enterneverland.com/privacy. In the event of a conflict between this Agreement and such other documents, the terms of this Agreement shall govern.

5. Your Information.

(a) Account Information. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration process ("Registration Information"). You agree to update your Registration Information to keep it true, current, accurate and complete. During the registration process to use the Services, you will create a user name and a password. Once you have completed the registration process and if Neverland approves you for use of the Services, Neverland will set up an account for you. You are solely and entirely responsible for maintaining the confidentiality of your user name and password. You agree to take all reasonable steps to safeguard your user name and password to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. You agree that Neverland may store and use the Registration Information you provide (including credit card and Stripe account information, if applicable) for use in maintaining your account and for billing fees to your credit card or Stripe account, if applicable. You agree to verify all information with Neverland as Neverland may request. Neverland may suspend your account at its discretion until such Registration Information is verified to Neverland's satisfaction. You should not reveal your account information to anyone else or use anyone else's account. In the event of any dispute between two or more Users as to

account ownership, you agree that Neverland shall be the sole arbiter of such dispute in its sole discretion and that Neverland's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties. You are entirely responsible for all activities that occur on or through your account, and you agree to immediately notify Neverland, in writing, of any unauthorized use of your account or any other breach of security. You are responsible for all activity on your Neverland account, and for all charges incurred by your Neverland account. Neverland shall not be responsible for any losses arising out of the unauthorized use of your account.

(b) Non-Personal Information. Our system automatically recognizes your domain name, IP address (the number assigned to computers on the Internet), type of computer or phone, web browser, location, and other similar information when you access our Site and Services. This process does not reveal any personal information about you. The servers may also gather anonymous traffic data that does not personally identify you, but that may be helpful for marketing purposes or for improving the Services. All information described in this paragraph is referred to in this Agreement as "Non-Personal Information".

(c) Usage Information. As you use the Site and Services, we collect information about your usage. This includes the sales you make, communications through the Site, and other information. Such information is referred to in this Agreement as "Usage Information".

(d) Neverland's Usage of Information. By executing this Agreement, you expressly agree that Neverland may use your Registration Information, Non-Personal Information and Usage Information to:

- (i) deliver to you and bill you, if applicable, for Neverland's Services, and to communicate with you, including concerning your account and customer service issues;
- (ii) improve the Services by providing personalized help and instructions;
- (iii) determine if you meet the minimum system requirements to use the Site;
- (iv) provide you with other services;
- (v) provide you updates, targeted advertising, promotions and other related offers; and
- (vi) in any other way that Neverland in its sole reasonable discretion deems appropriate.

(e) No Liability. Neverland does not knowingly use your Registration Information, Non-Personal Information or Usage Information for purposes incompatible with those described above. However, by agreeing to this Agreement, you acknowledge and agree that Neverland may sell, rent, or share your Registration Information, Non-Personal Information or Usage

Information to or with any third party. The third party's use of such information shall be governed by the privacy policy of such third party and Neverland's use shall be governed by Neverland's privacy policy. By your use of the Site and Services, you expressly agree that Neverland is not liable to you, or responsible for, the alleged improper or misuse by any such third party of your Registration Information, Non-Personal Information or Usage Information. Neverland also may disclose relevant information about its Users to its contractors for the contractors to provide specific services for Neverland and for Neverland to better serve its Users.

(f) User-Generated Information. In the course of using the Site and Services, users may provide information about themselves that may be visible to certain other users. You understand that by posting materials on the Neverland Site or otherwise providing materials to Neverland, you are granting to Neverland a royalty-free, worldwide, perpetual, irrevocable, transferable, fully paid-up license to use this information in the course of offering the Services. Furthermore, you understand that Neverland retains the right to reformat, excerpt, or translate any materials that you submit. You understand that all information publicly posted or privately transmitted through the Neverland Service is the sole responsibility of the person from which such content originated and that Neverland will not be liable for any errors or omissions in any content. You understand that Neverland cannot guarantee the identity of any other users with whom you may interact in the course of using the Neverland Service. Additionally, we cannot guarantee the authenticity of any data that users may provide about themselves or their plants.

6. Usage Rules.

(a) Compliance. You agree to comply with any Usage Rules, which Neverland may modify at any time and which shall govern your rights with respect to the Site and the Services. Any use of the Site and the Services not in compliance with the Usage Rules constitutes a breach of this Agreement. Neverland may control and monitor your account for compliance purposes, and Neverland reserves the right to enforce the Usage Rules with or without notice to you.

(b) Access. You agree not to attempt to, or assist another person to, modify, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components of the Site and the Services. You shall not access the Site and the Services by any means other than through methods provided by Neverland for accessing the Site and the Services. You shall not access or attempt to access an account that you are not authorized to access. You understand that violations of system or network security may violate applicable laws and may subject you to civil or criminal liability.

(c) Investigations. Neverland has the right, but not the obligation, to investigate any reported or apparent violation of this Agreement, and to take any action that Neverland in its sole discretion deems appropriate.

(d) Access. Access to and use of the Site and the Services is by permission of Neverland only, and only for Users who accept this Agreement. Neverland may grant or withhold approval to use the Site and the Services in its sole discretion. The Services is not part of any other offering, and no use of any other website, service or other offering shall be

construed to represent, or guarantee you access to, the Site or the Services.

(e) Restrictions. You agree that you will not: (i) use the Site or the Services for any unlawful purpose; (ii) attempt to circumvent user authentication or the security of any Neverland account; (iii) use any robot, spider, other automatic device, or manual process to monitor or copy Neverland's Site or its content; (iv) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site; (v) take any action that imposes an unreasonable or disproportionately large load on Neverland's infrastructure, including without limitation "denial of service attacks", or otherwise attempt to interrupt the operation of the Site in any way; (vi) upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (vii) stalk or harass anyone; (viii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Neverland Services; (ix) misrepresent your current or past company name or employer; or (x) post content in fields that aren't intended for that content (i.e.: putting an address in a name or title field).

(f) Posting Limitations. You also agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site and the Services any of the following: (i) any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, racist, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, discriminatory, inflammatory, fraudulent or otherwise objectionable; (ii) content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (iv) content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity (including without limitation Neverland), including without limitation the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; (v) unsolicited promotions, political campaigning, advertising or solicitations; (vi) private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use; (vii) viruses, corrupted data or other harmful, disruptive or destructive files; (viii) content that you know or suspect is fraudulent or otherwise violates this Agreement; (ix) content that is unrelated to the topic of the area of the Site or Services in which such content is posted; or (x) content that, in the sole judgment of Neverland, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Neverland or its affiliates or Users to any harm or liability of any type.

(g) Spam. Neverland has a "zero-tolerance" policy towards spam: you may not use the Site or the Services to send commercial or other messages to any third party if those messages are not solicited, authorized or welcomed by the third party, including without

limitation uploading, posting, emailing, transmitting or otherwise making available or linking to any unsolicited or unauthorized advertising, promotional materials, spyware, adware, junk mail, chain letters, pyramid schemes, or any other form of solicitation. In your use of the Site and the Services you must comply with all laws that apply in any jurisdiction to spam and marketing practices.

(h) Refunds, Replacements, and Returns. It is the responsibility of the Seller to communicate the Seller's refund policy to Buyers and to issue refunds to Buyers. The Seller must ensure that the Seller's refund policy is consistent with the terms of this Agreement and the payment and refund mechanics of the Site and Services. All communications or disputes regarding refunds are between the Seller and Buyer, and Neverland will not be responsible or liable for, and Seller hereby agrees to fully indemnify Neverland and its affiliates for, refunds, errors in issuing refunds, or lack of refunds. Further, if one or more Buyer(s) request a refund, Neverland may, in its sole discretion, issue such refund to such Buyer(s), and the Seller shall then owe the amount of such refund to Neverland.

(i) Seller Compliance. By entering into this Agreement, all Sellers agree that they are responsible for compliance with all relevant agricultural and licensing law and regulations in their jurisdiction, including without limitation all licensing requirements. If a Seller is not in compliance, the Seller shall indemnify and hold Neverland harmless from and against all losses and fees, including without limitation attorneys' fees and costs, in connection with such non-compliance.

7. Agreement to Pay.

(a) Payment for the Services. You agree to pay for all Services you purchase through the Site, whether as a percentage of any sales you make, a premium subscription, seller tooling, or other Services. You agree that Neverland may charge your account with Neverland or your credit card or other payment method for any such Services purchased, at the price applicable at the time of purchase as set forth on the Site, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING NEVERLAND WITH A VALID CREDIT CARD OR STRIPE ACCOUNT DETAILS FOR PAYMENT OF ALL FEES.** All fees will be billed to your Neverland account, to the credit card, or the Stripe account that you designate during the registration process, and you have no rights whatsoever after any fees are incurred to cancel such fees, except and only as may be permitted by any applicable law. If you want to designate a different credit card or if there is a change in your credit card or Stripe account status, you must change your credit card or Stripe account information online on the Site. There may be a temporary disruption of your access to the Services until Neverland can verify the validity of the new credit card or Stripe account information. Fees and any other charges for the use of the Site are described on the Site at: www.enterneverland.com/. Fees may change from time to time. If the prices do change, your continued use of the Site after the change indicates your agreement with the new fees and charges after the effective date of the change. All fees are non-refundable unless otherwise specified in this Agreement. If we terminate your use of the Site and Services

for any reason, we will all retain fees and charges paid by you for your use of the Site and Services.

(b) Electronic Signatures and Contracts. Your use of the Services includes the ability to enter into agreements and to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENT AND TO PAY FOR SUCH SERVICES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL TRANSACTIONS YOU ENTER INTO ON THE SITE AND USING THE SERVICES.

(c) Seller Payment of Taxes; Withholding. You are solely responsible for determining which, if any, sales, use, amusement, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to your use of the Services and for collecting, remitting and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Neverland provides you with tools that assist you in doing so. Neverland does not represent or warrant that any tax tools will meet all tax requirements that may be applicable to you. Neverland cannot give you legal or tax advice, so please be sure to check with your own tax advisor about any applicable Taxes. If a governmental authority requires Neverland to pay any Taxes attributable to your use of the Services, you agree to indemnify and reimburse Neverland for such Taxes and all costs and expenses related thereto. All fees charged by Neverland do not include any Taxes except to the extent that a Tax is expressly set forth in the applicable invoice or billing statement, and you agree to pay any Taxes that are imposed and payable on such fees (other than those calculated based on Neverland's net income) to Neverland.

8. Infringement Claims. Neverland will process and investigate proper notices of alleged copyright or other intellectual property infringement related to material on its Site and will respond in accordance with applicable law. Where appropriate, and regardless of the merits of the alleged infringement, our response may include removing or disabling access to material claimed to be the subject of infringing activity. If we remove or disable access in response to such a notice, we may notify the owner or administrator of the affected site or content so that he or she can make a counter notification. Neverland will, following appropriate investigation, terminate or disable access by repeat infringers. Claims of alleged copyright or other intellectual property infringement must be in writing and directed to Neverland at the address in Article 19 of this Agreement. Misrepresentations made in your notice regarding whether material or activity is infringing may expose you to liability for damages (including costs and attorneys' fees). Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

9. Use of Interactive Areas on the Site and the Services. The Site may contain interactive areas including discussion forums, bulletin boards, or other forums in which you or third-parties may post content, messages, or other materials on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. Member Content submitted to any public area of the Site will be considered non-confidential. Your

Member Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your Member Content may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove any Member Content posted or stored on the Site, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any Member Content you post or store on the Site.

10. Providing Reliable and Secure Services. We take security seriously. We strive to maintain a reliable and secure environment for your data. However, no system is perfectly secure or reliable: the Internet is an inherently insecure medium, and we cannot assure the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers. When you use the Site and the Services, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability. On occasion, technical problems may delay or prevent delivery of the Services. Your sole remedy with respect to Services that you have paid for that are not delivered within a reasonable period will be either prompt delivery of such Services, or refund of the pro-rata price (without interest) paid for such unused Services, as determined by Neverland in its sole discretion. Neverland and its employees, officers, directors, agents, successors, assigns and affiliates (“Representatives”) shall have no responsibility or liability, contingent or otherwise, for any injury or damage caused by any delay, interruption or transmission failure related to the use of the Services.

11. Intellectual Property.

(a) Acknowledgement of Ownership. You agree that the Services, including without limitation graphics, audio clips, and editorial content on the Site, any inventions or works-of-authorship created or contracted by Neverland in the course of development of the Services, Software (as defined below) and any data collected by Neverland in the course of providing Services, contains proprietary information and materials owned by Neverland or its licensors (such information and materials, “Proprietary Information”), and is protected by applicable intellectual property and other laws. You agree that you will not use the Proprietary Information in any way whatsoever except for use of the Site or Services in compliance with the terms of this Agreement. You shall not reproduce any portion of the Site, Services or Proprietary Information in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Site, Services or Proprietary Information, in any manner. You agree not to exploit the Site, Services or Proprietary Information in any way whatsoever that is not authorized by this Agreement, including without limitation, by trespass. Neverland and its licensors retain all rights to the Proprietary Information not specifically granted in this Agreement. Neverland and its licensors own the Proprietary Information and all copyright and other intellectual property rights contained within the Proprietary Information, and this Agreement does not transfer to you any title to or any proprietary or intellectual property rights in or to the Services, the Site, the Proprietary Information, any updates or derivative works to them, or any copyrights, patent rights, or trademarks embodied or used in connection with them, except for the rights expressly granted in this Agreement. United States laws and international treaty provisions protect the Services, the Site and the Proprietary Information.

(b) Limited License. Neverland grants you a limited, revocable, non-exclusive, license to access the Site and use the Services in accordance with this Agreement. Any unauthorized use may violate applicable laws, including without limitation copyright and trademark laws. The license in this Section is revocable by Neverland at any time and for any reason.

(c) Software. If you are allowed to download or use any Software in connection with the Services, Neverland hereby grants you a personal, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software solely for your internal use in connection with the Services, and only in accordance with this Agreement and the written instructions and directions (if any) provided by Neverland in conjunction with the Software. For purposes of this Agreement, “Software” shall mean any and all software that is available on or through the Site or otherwise provided by Neverland, including without limitation Neverland’s mobile applications. For clarity, the Software shall be deemed a part of the “Services”. The Software and the transmission of applicable data are subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported in violation of United States export laws. Downloading or using the Software is at your sole risk. You shall also be responsible for using the Software in a manner that complies with all federal, state and local laws and the rules and regulations of all credit card companies.

(d) Copyrights. Neverland owns all copyrights in and to the Services, including without limitation, the Site (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software. THE USE OF THE SITE OR ANY PART OF THE SERVICES, EXCEPT FOR USE OF THE SERVICES AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF NEVERLAND OR OTHER PARTIES AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES. You agree to indemnify, defend and hold harmless Neverland and its Representatives from and against any and all claims, damages, demands, or liabilities, including without limitation attorneys’ fees and costs arising out of any claim that your actions of any kind with respect to the Site or Services infringe upon or misappropriate, violate, or infringe any party’s personal or proprietary rights of any kind, including without limitation any party’s copyright, trademark, patent or other personal or proprietary right.

(e) Trademarks. Neverland, the Neverland logo, the Site, and other Neverland trademarks, service marks, graphics, and logos used in connection with the Site or the Services are trademarks or registered trademarks of Neverland in the United States and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Site or the Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of such trademarks and any use of such trademarks. You agree not to remove or obscure any proprietary notices, including without limitation any and all copyright, trademark, and patent designations contained in the Site or the Services.

(f) Patents and Trade Secrets. The Site and the Services contain patented systems and materials and trade secrets owned by Neverland. You are granted no right or license with

respect to any of such patents and trade secrets and any use of such patents and trade secrets.

(g) Confidential Information. The information contained in the Site (“Confidential Information”) is the property of Neverland. As a user, you recognize and acknowledge that any Confidential Information you access through the Site is confidential and proprietary, and you agree that you and your Representatives will treat all Confidential Information as confidential. You agree that you will not disclose or provide access to such Confidential Information to any person or entity, other than to Representatives on a strict “need to know” basis in connection with performance of their required duties to you, or as may otherwise be required by applicable law or regulation. You further agree not to access, reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any Confidential Information, including your password, in any manner for any unlawful purpose. Neverland and its Representatives shall not be liable for, and do not guarantee the correctness, accuracy or completeness of, the Information.

(h) Linking from Other Sites. You may link to the Site from locations outside the Site provided: (i) you link only to the Site at www.enterneverland.com; (ii) you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other proprietary notices in the Site; (iii) you give Neverland notice of such link by sending an e-mail message to support@enterneverland.com; and (iv) you agree to immediately discontinue providing links to the Site if requested to do so by Neverland.

(i) Sub-Domains. Neverland may provide you with the right to use a sub-domain within the Site (e.g., sub-domain prefix.enterneverland.com). All such sub-domains are the sole property of Neverland. If Neverland provides you with a sub-domain, your right to use such sub-domain may be terminated by Neverland at any time (with or without notice) for any reason or no reason.

12. Termination.

(a) Termination by Neverland. If you fail, or Neverland believes that you have failed, to comply with any of the provisions of this Agreement, including without limitation failure to make payment of fees due, failure to provide Neverland with a valid credit card or Stripe account, if applicable, or with accurate and complete Registration Information, failure to safeguard your account information, failure to comply with Neverland’s requests with respect to your account, failure to confirm your identity to Neverland’s satisfaction, act in a way that Neverland believes will cause liability to any person or entity, violation of the Usage Rules, or infringement or other violation of third parties’ copyright or other rights, Neverland, at its sole discretion, without notice to you may immediately terminate this Agreement and your account, and you will remain liable for all amounts due under your account up to and including the date of termination and preclude your access to all or any part of the Services. In addition, Neverland may suspend your account in its sole discretion for up to five days before providing you with a reason for such suspension. Neverland may also terminate this Agreement for any other reason (or no reason) upon five days’ notice to you.

(b) Termination of the Services. You agree that Neverland shall have the right to modify, suspend, or discontinue the Site or the Services (or any part or content thereof) at any time with or without notice to you, and that Neverland shall not be liable to you or to any third party should it exercise such rights. Your sole recourse in such event shall be to discontinue your use of the Site and the Services, pay for all Services provided and pay all amounts due to Buyers, and abide by the provisions of this Agreement, provided that if you have already paid for any Services at such time, Neverland may either, in its sole discretion, promptly deliver such Services, or refund of the purchase price (without interest) paid for such Services.

(c) Discontinuation. Except as expressly set forth in this Agreement, your sole remedy in the event of any breach of this Agreement by Neverland shall be to discontinue your use of the Services and the Site, which shall not relieve you from your obligations to pay Neverland all fees due, and to abide by the terms and conditions of this Agreement, as of the time you cease to use the Services and the Site, provided that if you have already paid for any Services at such time, Neverland may either, in its sole discretion, promptly deliver such Services, or refund of the purchase price (without interest) paid for such Services.

(d) Term. This Agreement shall remain in force until terminated as set forth herein. You agree that in the event of any such termination Articles 2 through 26, inclusive, shall survive until the expiration of all applicable statutes of limitations periods.

13. General Compliance with Laws. The Site and the Services are controlled and operated by Neverland from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Site and the Services, from whatever country you may be accessing the Site and the Services.

14. Enforcement. You agree that Neverland has the right, without liability to you, to disclose any Registration Information, Non-Personal Information or other account information to law enforcement authorities, government officials, or any third party, or to take any other steps that Neverland believes are reasonably necessary or appropriate to enforce or verify compliance with any part of this Agreement (including without limitation Neverland's right to cooperate with any legal process relating to your use of the Site or the Services, or a third party claim that your use of the Site or the Services is unlawful or infringes such third party's rights), conform to the edicts of the law, comply with the order of a competent judicial authority in any jurisdiction, comply with legal process served on Neverland, protect and defend the rights or property of Neverland, or act in urgent circumstances to protect the personal safety of users of the Site or the public at large.

15. Links to Other Sites. The Site contains links to third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. Third-Party Sites include social network platforms, Subscriber sites, payment processors and other payment intermediaries that you may use in connection with your use of the Site. You use links to Third-Party Sites, and any Third-Party Content or service provided there, at your own risk. Neverland does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content or Third-Party Sites. Neverland provides these

links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Neverland's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. Neverland accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to the Site. When you leave the Site, our terms and policies are no longer applicable. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of anyone, and that Neverland is not in any way responsible for any such use by you.]

16. Disclaimer of Warranties; Liability Limitations.

(A) NEVERLAND DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT (i) YOUR USE OF THE SERVICES AND THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) THE SERVICES AND THE SITE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, WORMS, TROJAN HORSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION; (iii) THE SERVICES AND THE SITE ARE COMPATIBLE WITH ANY SOFTWARE, INCLUDING WITHOUT LIMITATION INTERNET BROWSER SOFTWARE; (iv) ALL CONTENT WILL BE ACCURATE, COMPLETE OR UP TO DATE; OR (v) ANY INFORMATION OR OTHER CONTENT CONTAINED WITHIN THE SITE WILL NOT CONTAIN DEFAMATORY OR ADULT-ORIENTED MATERIAL, OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE. NEVERLAND DISCLAIMS ANY LIABILITY BASED ON ANY FAILURE TO OCCUR OF ANY OF NUMBERED STATEMENTS IN THE PRIOR SENTENCE. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEVERLAND IS NOT RESPONSIBLE FOR ANY CONTENT DISTRIBUTED ON OR THROUGH THE SITE. NEVERLAND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE SITE, THE CONTENT OR ANY PORTION OF THE SITE OR THE CONTENT.

(B) YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEVERLAND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, COURSE OF PERFORMANCE, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES, OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. NEVERLAND DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT YOU WILL BE ABLE TO ACCESS THE SITE OR THE SERVICES AT ALL TIMES. YOU UNDERSTAND AND

ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SITE OR THE SERVICES. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

(C) TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, OBLIGATIONS, GUARANTEES OR PRESENTATIONS HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF POLICY RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. NO WARRANTIES, OBLIGATIONS, GUARANTEES OR REPRESENTATIONS (INCLUDING WITHOUT LIMITATION, NO REPRESENTATIONS OR AFFIRMATIONS OF FACT), WHETHER MADE BY NEVERLAND'S REPRESENTATIVES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY NEVERLAND FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF NEVERLAND.

(D) IN NO CASE SHALL NEVERLAND, ITS REPRESENTATIVES, CONTRACTORS, LICENSEES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR THE SITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR THE SITE, INCLUDING WITHOUT LIMITATION ANY ERRORS OR OMISSIONS IN ANY CONTENT, DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR THE SITE, EVEN IF YOU HAVE BEEN ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS NEVERLAND'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(E) NEVERLAND SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROTECT INFORMATION THAT YOU SUBMIT IN CONNECTION WITH THE SITE AND THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND NEVERLAND HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING IN ANY WAY TO SUCH INFORMATION.

(F) NEVERLAND IS NOT LIABLE TO YOU, AND YOU ARE NOT ENTITLED TO RECEIVE DAMAGES FROM NEVERLAND, FOR ANY CAUSE RELATING TO THIS AGREEMENT, TO YOUR USE OF THE SERVICES OR THE SITE, TO ANY OTHER

SERVICES PROVIDED FOR YOU BY NEVERLAND, OR TO ANY SERVICES PROVIDED TO YOU BY ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE SERVICES, EXCEPT THAT IF YOU HAVE PAID FOR SERVICES, NEVERLAND SHALL, IN ITS SOLE DISCRETION, PROMPTLY DELIVER SUCH SERVICES TO YOU OR REFUND THE PURCHASE PRICE (WITHOUT INTEREST) YOU PAID FOR SUCH SERVICES. IN ADDITION, IN NO EVENT SHALL YOU BE ENTITLED TO OBTAIN ANY INJUNCTIVE RELIEF OR ENJOIN, RESTRAIN, OR OTHERWISE INTERFERE WITH NEVERLAND WITH THE DISTRIBUTION, OPERATION, DEVELOPMENT OR PERFORMANCE OF THE SITE, THE SERVICES OR ANY RELATED PRODUCTS.

(G) THE TOTAL AGGREGATE LIABILITY OF NEVERLAND TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED ALL AMOUNTS YOU PAID TO PURCHASE SERVICES FROM NEVERLAND.

(H) IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 14 AND ANY OTHER TERMS OF THIS AGREEMENT, THIS SECTION 14 SHALL TAKE PRECEDENCE.

17. Waiver and Indemnity.

(A) YOU AGREE TO WAIVE ANY CLAIMS YOU MAY HAVE AGAINST NEVERLAND, ITS REPRESENTATIVES, CONTRACTORS, LICENSEES AND LICENSORS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SITE OR THE SERVICES, OR ANY ACTION TAKEN BY NEVERLAND AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM NEVERLAND, ITS REPRESENTATIVES, CONTRACTORS, LICENSEES AND LICENSORS AS A RESULT OF ITS OR THEIR DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SITE OR THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF NEVERLAND'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

(B) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS NEVERLAND, ITS REPRESENTATIVES, CONTRACTORS, LICENSEES AND LICENSORS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SITE OR THE SERVICES, OR ANY ACTION TAKEN BY NEVERLAND AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

(C) THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

18. Amendments and Changes. Neverland reserves the right, at any time and from time to time, to amend, update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Site or the Services. Such amendments, updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively, “Additional Terms”) shall be effective immediately upon posting to the Site or your notification under Article 19 of this Agreement (at Neverland’s sole discretion) and incorporated into this Agreement by this reference. You are bound by any such Additional Terms and should therefore periodically visit the Site to review the then current terms and conditions to which you are bound. Your continued use of the Site or the Services following implementation of such Additional Terms shall be deemed to constitute your acceptance of all such Additional Terms. Your sole remedy with respect to any dissatisfaction with any Additional Terms, or any policies or practices of Neverland in providing the Services, including without limitation (a) any change in the Services or the Site or (b) any change in the amount or type of fees associated with the Services, shall be to discontinue your use of the Services and the Site, which shall not relieve you from your obligations to pay Neverland all fees due, and to abide by the terms and conditions of this Agreement, as of the time you cease to use the Services and the Site. In the event of any conflict between this Agreement and such Additional Terms, the terms of this Agreement shall control. If you do not provide us with a valid email address to send you information on Additional Terms to this Agreement, then you agree that you will have waived your right to notice and that you shall be deemed to agree with and be bound by the Additional Terms. If you change email accounts, it will be your responsibility to notify Neverland as set forth in Article 19 of this Agreement or by changing your Registration Information on the Site of a new valid email address to receive email notice. Neverland assumes no responsibility for your failure to receive notice, as it is your responsibility to review the Site for changes and to keep your email address current with Neverland.

19. Notices. Neverland shall send you any notices by sending an email message to the email address listed in your Registration Information, by sending a letter via postal mail to the contact address listed in your Registration Information, or by a posting on the Site. Notices shall become effective immediately upon sending or posting. You shall send all notices to Neverland in writing and either (a) personally delivered, (b) sent by postage prepaid certified mail, return receipt requested, or (c) delivered by courier service to Neverland as follows:

Neverland, Inc.
340 S LEMON AVE #1143
WALNUT, CA 91789
UNITED STATES

All notices given to Neverland under this Article 19 become effective upon receipt by Neverland. When we post notices on the Site, we post them in the area of the Site that we believe is suitable to the notice. It is your responsibility to periodically review the Site for notices.

20. Governing Law. The laws of the State of California, without regard to its conflicts of

law provisions, govern this Agreement and your use of the Services and the Site. Your use of the Services and the Site may also be subject to other local, state, national, or international laws. Any controversy, claim or dispute arising from or relating to this Agreement, or the breach of this Agreement, shall be subject to binding arbitration in San Francisco, California in accordance with the rules of the American Arbitration Association and under the laws of the State of California, without regard to its conflicts of law provisions, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. EACH PARTY AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT. Any party to this Agreement may notify and serve the other parties for purposes of such arbitration by sending or delivering a copy of the notification in the manner provided for giving notice in Article 19 of this Agreement. The parties hereby waive any claim that San Francisco, California is an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You waive any right you may have to commence or participate in any class action against Neverland related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Neverland.

21. Force Majeure. If the performance of Neverland under this Agreement is prevented, hindered, or otherwise made impractical because of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Neverland, then Neverland shall be excused from its performance to the extent and as long as it is prevented, hindered, or delayed by any of these events.

22. No Assignment. You may not assign this Agreement, any of the rights granted by Neverland under it or your obligations under this Agreement, in whole or in part, without the prior written consent of Neverland, which may be withheld in Neverland's sole discretion, and any attempt to do so shall be void. Neverland may assign this Agreement and any of its rights or obligations under this Agreement to any party without your consent. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

23. No Agency. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by your use of the Services or the Site or by this Agreement.

24. Modification. We may translate this Agreement, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

25. Waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or

avail itself of any right, power, or privilege that it has or may have under this Agreement operate as a waiver of any breach or default by the other party.

26. Entire Agreement; Invalidity; Titles. This Agreement, together with the Neverland privacy policy, Usage Rules, other Neverland policies and all Additional Terms, constitutes the entire agreement between Neverland and you governing your use of the Services and the Site and merges and supersedes any prior or contemporaneous communications and agreements, written or oral, between Neverland and you. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement will remain in full force and effect. Article and section titles in this Agreement are for convenience only and have no legal or contractual effect.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE BUTTON ON THIS PAGE LABELED “I AGREE”, AT WHICH TIME YOU WILL BE ALLOWED TO USE THE SITE AND THE SERVICES, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE WHEN YOU CLICK THE “I AGREE” BUTTON AND CONTINUES TO BE EFFECTIVE UNTIL TERMINATED AS PROVIDED IN THIS AGREEMENT.

BY CLICKING THE “I AGREE” BUTTON, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, THAT YOU UNDERSTAND IT, THAT YOU HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE NEVERLAND PRIVACY POLICY, USAGE RULES, OTHER NEVERLAND POLICIES AND ALL ADDITIONAL TERMS WHICH MAY BE ADDED FROM TIME TO TIME, EACH OF WHICH IS INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT). YOU ARE ALSO AGREEING THAT YOU ARE AT LEAST 18 YEARS OLD AND HAVE THE LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT.

IF YOU ARE CLICKING THE “I AGREE” BUTTON OF BEHALF OF AN ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT OF BEHALF OF SUCH ENTITY.

YOU ACKNOWLEDGE AND REPRESENT THAT THESE REPRESENTATIONS AND WARRANTIES ARE ACCURATE AND ARE ESSENTIAL AND MATERIAL PROVISIONS OF THIS AGREEMENT AND SHALL SURVIVE THE EXECUTION OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK ON THE BUTTON ON THIS PAGE LABELED “I DO NOT AGREE,” IN WHICH CASE YOU WILL NOT BE ALLOWED TO USE THE SITE OR THE SERVICES.

Last updated: 02/17/2022