

landng

TERMS OF SERVICE

Effective Date: July 8, 2026

1. WELCOME

1.1 Agreement to Terms

The website located at app.landng.com and the RealClicks.AI platform at realclicks.ai and any associated subdomains ("RealClicks.AI, powered by Landng") (collectively, the "Site") is owned by Landng Inc., a Delaware corporation ("Landng," "we," "us," or "our"). These Terms of Service govern the Site, the Landng app (the "App"), analytics dashboards, attribution and click validation services, and other current and future products and services owned, operated, or offered by Landng (together with the Site and the App, each a "Service" and collectively the "Services"). By accessing, browsing, or using our Services, you confirm that you have read, understood, and agree to be bound by these Terms of Service (these "Terms") and our Privacy Policy, which is incorporated into this agreement by reference. If you do not agree to these Terms, you must not access or use the Services.

1.2 Eligibility and Authority

You represent and warrant that:

- (a) You are at least 18 years of age and have the legal capacity to enter into binding contracts;
- (b) If you are accessing or using the Services on behalf of a company, organization, or other legal entity, you have the authority to bind that entity to these Terms, and references to "you" shall include both you individually and that entity;
- (c) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country;
- (d) You are not listed on any U.S. Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals;
- (e) Your use of the Services does not violate any applicable law, regulation, court order, or other legal restriction.

1.3 User Types and Applicability

These Terms apply to all Platform Customers and their authorized users who access or use the Services. "Platform Customers" means businesses, brands, agencies, publishers, creators, or other organizations that create accounts or otherwise use RealClicks.AI to access analytics dashboards, attribution tools, click validation services, campaign measurement tools, reporting features, and related services.

If you access or use the Services on behalf of a Platform Customer, you represent that you are authorized to bind that Platform Customer to these Terms. In that case, "you" and "your" refer both to you individually and to the Platform Customer you represent.

All provisions of these Terms apply to Platform Customers and authorized users, including provisions relating to account access, payment obligations, acceptable use, customer content and data, intellectual property, privacy and data processing, disclaimers, limitations of liability, indemnification, dispute resolution, and general legal terms.

1.4 Supplemental Terms

Certain features of the Services may be subject to additional guidelines, terms, rules, or policies ("Supplemental Terms"), which will be posted in connection with such features. All Supplemental Terms are incorporated by reference into these Terms. To the extent any Supplemental Terms conflict with these Terms, the Supplemental Terms shall govern with respect to your use of the specific feature to which they apply, but only to the extent of the conflict and only if the Supplemental Terms explicitly state that they modify these Terms.

1.5 Important Notices

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT PROVISIONS INCLUDING:

- SECTION 14 (DISPUTE RESOLUTION AND ARBITRATION): Requires binding individual arbitration to resolve disputes and waives your right to jury trial and participation in class actions;
- SECTION 10 (DISCLAIMERS): Disclaims warranties regarding the Services;
- SECTION 11 (LIMITATION OF LIABILITY): Limits our liability to you;
- SECTION 9 (INDEMNIFICATION): Requires you to indemnify us for certain claims.

2. ACCOUNTS AND REGISTRATION

2.1 Account Creation

To access certain features of the Services, you must register for an account ("Account"). When registering, you must:

- (a) Provide accurate, current, and complete information as prompted by the registration form;
- (b) Maintain and promptly update your Account information to keep it accurate, current, and complete;
- (c) Maintain the security and confidentiality of your Account credentials, including your password;
- (d) Notify us immediately of any unauthorized access to or use of your Account or any other breach of security;
- (e) Accept all responsibility for all activities that occur under your Account.

You may not:

- Create an Account using false or misleading information;
- Create an Account for anyone other than yourself without permission;
- Use another person's Account without authorization;
- Create multiple Accounts for the purpose of circumventing these Terms or our policies;
- Transfer, sell, or otherwise provide access to your Account to any third party.

2.2 Account Termination by You

You may terminate your Account at any time by following the instructions within the Services or by contacting us at contact@landng.com. Upon termination by you, your access to the Services will cease in accordance with Section 13 (Term and Termination).

2.3 Organizational Accounts

If you create an Account on behalf of a company, organization, household, or other entity:

- (a) "You" includes both you individually and that entity;
- (b) You represent and warrant that you are an authorized representative of the entity with authority to bind the entity to these Terms;

- (c) The entity agrees to be bound by these Terms and is responsible for all activities conducted through the Account.

3. MEMBERSHIP PLANS AND BILLING

3.1 Membership Types

Once you create an account, you become a member of Landng. Certain Services are provided to members free of charge (the "Free Membership"). Other options require payment before you can access them (the "Subscribing Membership"). We may offer various subscription plans, promotional plans, or special offerings, including third-party products and services. We reserve the right to modify, terminate, or otherwise amend our subscription plans and promotional offerings at any time in accordance with these Terms.

3.2 Subscription Terms

Auto-Renewal: Subscribing Memberships automatically renew at the end of each billing period (monthly, annually, or as otherwise specified) unless you cancel before the renewal date. By subscribing, you authorize us to charge your payment method on a recurring basis for each billing period until you cancel.

Billing: You will be charged the subscription fee plus any applicable taxes at the beginning of each billing period. All fees are non-refundable except as expressly provided in Section 3.5 or as required by applicable law.

Payment Information: You must provide current, complete, and accurate payment information. You authorize us to charge your designated payment method for all fees incurred. If your payment method fails, we may suspend or terminate your access to the Subscribing Membership.

3.3 Pricing Changes

We reserve the right to change our subscription fees at any time. We will provide you with at least 30 days' advance notice of any price increase for your current subscription plan. The price increase will take effect at the start of your next billing period following the notice period. If you do not agree to the price increase, you may cancel your subscription before the new price takes effect.

3.4 Cancellation

You may cancel your Subscribing Membership at any time by:

- (a) Following the cancellation instructions within your Account settings; or
- (b) Contacting us at contact@landng.com.

Cancellation will be effective at the end of your current billing period. You will retain access to the Subscribing Membership features until the end of the paid period. No refunds will be provided for partial billing periods, except as provided in Section 3.5.

3.5 Refund Policy

Free Trial Periods: If we offer a free trial period and you cancel before the trial period ends, you will not be charged.

Subscription Refunds: Subscription fees are generally non-refundable. However, if you cancel within 14 days of your initial subscription purchase and have not substantially used the Services, you may request a refund by contacting us at contact@landng.com. Refund requests will be evaluated on a case-by-case basis.

Statutory Rights: Nothing in this Section 3.5 affects your statutory rights under applicable consumer protection laws.

3.6 Taxes

All fees are exclusive of applicable taxes (including sales, use, value-added, and similar taxes), which will be added to your invoice where applicable. You are responsible for paying all such taxes except for taxes based on our net income.

3.7 Payment Processing

We use Stripe, Inc. ("Stripe") to process payments for paid Services. When you submit payment information, your payment card data is transmitted directly to and processed by Stripe on its secure systems. Landng does not receive, store, or have access to full credit card numbers, CVV codes, or other sensitive payment card data. We may receive a payment confirmation, the last four digits of your payment card, and your billing address from Stripe. Your payment information is subject to Stripe's Privacy Policy and Terms of Service, available at stripe.com/privacy and stripe.com/legal. By submitting payment through the Services, you authorize us to charge your designated payment method through Stripe for all fees incurred.

4. LICENSE AND RESTRICTIONS

4.1 Limited License

Subject to these Terms, Landng grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Services solely for your internal business purposes and in accordance with these Terms.

4.2 License Restrictions

You shall not, and shall not permit any third party to:

- (a) License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services or any content displayed on the Services;
- (b) Modify, create derivative works of, disassemble, reverse compile, reverse engineer, or decompile any part of the Services, except to the extent such restriction is expressly prohibited by applicable law;
- (c) Access the Services to build a similar or competitive website, product, or service;
- (d) Copy, reproduce, distribute, republish, download, display, post, or transmit any part of the Services in any form or by any means, except as expressly permitted in these Terms;
- (e) Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices on or in the Services;
- (f) Use any automated means (including bots, scrapers, crawlers, or spiders) to access, monitor, or copy any part of the Services, except as expressly permitted by us in writing;
- (g) Interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- (h) Attempt to gain unauthorized access to the Services or related systems or networks;
- (i) Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Landng without our express written consent;
- (j) Use any meta tags or other "hidden text" utilizing Landng's name or trademarks without our express written consent.

4.3 Service Modifications

We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part), with or without notice to you. We may also impose limits on certain features or restrict access to parts or all of the Services without notice or liability. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

4.4 No Support Obligation

We have no obligation to provide support or maintenance for the Services, except as may be specified in a separate written agreement or as required by applicable law.

4.5 Updates and Upgrades

We may from time to time provide updates, upgrades, or new features for the Services. Unless otherwise specified, any such updates, upgrades, or new features are subject to these Terms.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Landng Ownership

The Services contain content specifically provided by Landng, its business partners, and other users (collectively, "Landng Content"). Landng Content is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. The elements of Landng Content include, without limitation, the user interface, interactive features, button icons, content, software, code, data, art, graphics, animation, videos, images, text, music, sound effects, all audio and audiovisual elements, look-and-feel, design, layout, organization, presentation, navigation, compilation, trade dress, and stylistic convention of the Services.

Except for the limited license granted in Section 4.1, these Terms do not transfer to you or any third party any rights, title, or interest in or to the Services or Landng Content. All rights not expressly granted are reserved by Landng and its licensors. There are no implied licenses under these Terms.

5.2 Trademarks

Landng, the Landng logo, and other Landng trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Landng Inc. in the United States and other countries. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of these trademarks, and you may not use any such trademarks without the prior written consent of the trademark owner.

5.3 Feedback

If you provide us with any feedback, suggestions, ideas, or other information regarding the Services ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Feedback in any form, medium, or technology, whether now known or later developed, without compensation or attribution to you.

5.4 DMCA Compliance

We respect the intellectual property rights of others and expect our users to do the same. We respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA").

DMCA Notice: If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Services, you may notify our designated copyright agent by providing the following information in writing:

- (a) Identification of the copyrighted work claimed to have been infringed;
- (b) Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- (c) Your contact information, including your address, telephone number, and email address;
- (d) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner;
- (f) Your physical or electronic signature.

Designated Copyright Agent:

Landng Inc.
Attn: Copyright Agent
2241 Hoonanea Street
Honolulu, Hawaii, 96822 United States
Email: contact@landng.com

Counter-Notice: If you believe that material you posted was removed or access to it was disabled by mistake or misidentification, you may file a counter-notice with our copyright agent containing the following information:

- (a) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (b) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- (c) Your name, address, telephone number, and email address;
- (d) A statement that you consent to the jurisdiction of the federal court in Delaware and that you will accept service of process from the person who provided the original DMCA notice or an agent of such person;
- (e) Your physical or electronic signature.

Repeat Infringer Policy: We will terminate the Accounts of users who are repeat infringers of intellectual property rights.

6. USER CONTENT

6.1 User Content Generally

The Services provide you with the ability to create, post, upload, submit, publish, share, or otherwise contribute content to the Services, which may include bios, links, information, images, videos, audios, messages, texts, comments, likes, and other types of communications or content (the "User Content").

6.2 User Content Representations and Warranties

By contributing User Content to the Services, you represent and warrant that:

- (a) You own, or have the necessary licenses, rights, consents, and permissions to use and authorize Landng to use, all patent, trademark, copyright, or other proprietary rights in and to any and all User Content to enable inclusion and use of User Content in the manner contemplated under these Terms, and to grant the rights and license set forth in this Section;

- (b) Your User Content, Landng's use of such User Content pursuant to these Terms, and Landng's exercise of the license rights set forth in this Section, do not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (iii) violate any applicable law or regulation;
- (c) Your contribution of User Content does not imply any affiliation with or endorsement of you or your User Content by Landng or any brand, entity, or individual without express written consent from Landng or such individual or entity;
- (d) Any protection and enforcement of any intellectual property rights which exist or pertain to the User Content are entirely your responsibility, and Landng is not obligated to protect and enforce the User Content on your behalf.

You further represent and warrant that your User Content:

- (e) Does not contain any viruses, malware, or other harmful code;
- (f) Does not violate any person's rights of privacy or publicity;
- (g) Does not contain any confidential or proprietary information of any third party;
- (h) Complies with all applicable laws, regulations, and these Terms, including the Acceptable Use Policy in Section 7.

6.3 User Content License to Landng

You grant to Landng a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide license, under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights, and other intellectual property rights you own or control, to use, copy, reproduce, transmit, perform, display, exhibit, distribute, tag, index, comment on, adapt, modify, translate, digitize, reformat, and otherwise exploit your User Content, in whole or in part, alone or in combination with other content or material, in all media formats and channels now known or hereafter devised in connection with the Services (the "User Content License"). You irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

You also grant to each user of the Services a non-exclusive license to access your User Content through the Services, and to use, reproduce, distribute, modify, adapt, translate, display, and perform such User Content as permitted by the functionality of the Services and these Terms.

The User Content License survives termination of your Account and these Terms for User Content that has been shared with or accessed by other users.

6.4 User Content Management

Landng may, but has no obligation to, monitor, review, or edit User Content. In all cases, Landng reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Landng's sole discretion, violates these Terms. Landng may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content. You acknowledge that by using the Services, you may be exposed to User Content that is offensive, harmful, inaccurate, or otherwise inappropriate. We will not be liable for any User Content or any loss or damage resulting from your reliance on User Content.

6.5 User Content Responsibility

You are solely responsible for all User Content that you post. Landng is not responsible for User Content, nor does it endorse any opinion contained in any User Content.

You acknowledge and agree that:

- (a) We act as a passive conduit for User Content and do not undertake editorial control over User Content;
- (b) We do not pre-screen User Content, although we reserve the right to do so;
- (c) We have no obligation to monitor User Content or to detect violations of these Terms;
- (d) We may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms, respond to claims that any User Content violates the rights of third parties, or protect the rights, property, or personal safety of Landng, our users, or the public.

6.6 Backup and Storage

We are not responsible for backing up or storing your User Content. You are solely responsible for creating backup copies of your User Content. We may establish limits on the amount of User Content you may upload or store, and we may delete User Content that exceeds such limits or that has been inactive for an extended period.

7. ACCEPTABLE USE POLICY

7.1 Prohibited Conduct

You warrant and agree that, while accessing or using the Services, you will not, nor will you assist or permit any person, organization, or entity to:

- (a) *Use the Services in a manner that competes with Landng Services;*
- (b) Contribute User Content which you do not have the right to make available under applicable law or under contractual or fiduciary relationships, or that is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of Landng or a third party;
- (c) Contribute User Content that contains false, deceptive, or misleading statements, claims, or representations, or violates advertising and related laws;
- (d) Copy, redistribute, reproduce, record, transfer, perform, display to the public, broadcast, or make available to the public any part of the Services or Landng Content, or otherwise make any use of the Services or Landng Content which is not expressly permitted under these Terms or applicable law, or which otherwise infringes intellectual property rights in the Services or Landng Content;
- (e) Use any automated means (including bots, scrapers, crawlers, and spiders) to view, access, or collect information from Landng or the Services;
- (f) Use the Services to import any local files that you do not have the legal right to import;
- (g) Use Landng Content or trademarks or any confusingly similar marks, except with the trademark owner's prior written permission;
- (h) Remove or alter any copyright, trademark, or other intellectual property notices contained on Landng Content or the Services;
- (i) Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Landng, our licensors, or users without express prior written consent, or use any meta tags or any other "hidden text" utilizing Landng's name or trademarks without our prior written permission;
- (j) Solicit login information or access an account belonging to someone else;
- (k) Provide your password to any other person or use any other person's username and password;

- (l) Impersonate or misrepresent your affiliation with another user, person, or entity, or otherwise engage in fraudulent, false, deceptive, or misleading conduct;
- (m) Sell, rent, sublicense, or lease any part of the Services or Landng Content;
- (n) Post unauthorized commercial communications (such as spam) on the Services; artificially promote Landng Content by automated means or otherwise; transmit unsolicited mass mailings or other forms of spam, junk mail, chain letters, or similar communications;
- (o) Conduct commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Landng;
- (p) Bully, intimidate, harass, or stalk any user;
- (q) Post content that: is abusive, defamatory, hate speech, harmful, obscene, offensive, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- (r) Use the Services to do anything illegal, misleading, malicious, or discriminatory;
- (s) Upload malware, Trojan horses, viruses, or other malicious code;
- (t) Circumvent any technology used by Landng, its licensors, or any third party to protect Landng Content or the Services;
- (u) Circumvent any territorial restrictions applied by Landng or its licensors;
- (v) Do anything that could disable, disrupt, or impair the proper working of the Services, such as a denial of service attack or interference with other Services functionalities; tamper with, breach, or attempt to probe, scan, or test for vulnerabilities in the Services or Landng's computer systems, network, usage rules, or any of Landng's security components, authentication measures, or any other protection measures applicable to the Services, Landng Content, or any part thereof;
- (w) Modify, translate, adapt, merge, create derivative works of, disassemble, reverse engineer, decompile, or otherwise attempt to extract source code from Landng (or any part of it), unless you are expressly permitted to do so under an open source license, or we give you express prior written permission;
- (x) Do anything that may create liability or damages to Landng, as determined in Landng's sole discretion.

7.2 Content Standards

In addition to the prohibitions in Section 7.1, User Content must not:

- (a) Contain any material that exploits or harms minors;
- (b) Promote or facilitate illegal gambling, illegal drugs, or other illegal activities;
- (c) Contain any material that is discriminatory based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability, or age;
- (d) Violate any applicable export control laws or regulations;
- (e) Facilitate or encourage any violations of these Terms.

7.3 Compliance Obligations

You agree to comply with all applicable laws, regulations, and third-party agreements when using the Services, including but not limited to:

- (a) Data protection and privacy laws (including GDPR, CCPA, and other applicable privacy regulations);
- (b) Export control and sanctions laws;
- (c) Anti-spam and electronic communications laws;
- (d) Intellectual property laws;
- (e) Consumer protection laws;
- (f) Anti-discrimination laws.

7.4 Enforcement

You alone are responsible for the consequences of any of your activities while you are visiting or using the Services. Landng has no obligation to monitor your access to or use of the Services but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. We reserve the right, but have no obligation, to:

- (a) Investigate violations of these Terms;
- (b) Remove, disable access to, or modify any User Content or other content that violates these Terms or that we determine, in our sole discretion, is otherwise objectionable;
- (c) Suspend or terminate your Account or access to the Services for violations of these Terms;
- (d) Report violations to law enforcement or regulatory authorities;
- (e) Take any other action we deem appropriate to enforce these Terms or protect our rights or the rights of others.

7.5 Cooperation with Law Enforcement

We reserve the right to cooperate with law enforcement authorities and third parties in investigating claims of illegal activity or violations of these Terms. We may disclose your information, including User Content, to law enforcement or other government officials if we determine, in our sole discretion, that such disclosure is necessary or appropriate.

8. DATA PROCESSING AND PRIVACY

8.1 Privacy Policy

Your use of the Services is subject to our Privacy Policy, which is incorporated into these Terms by reference. Our Privacy Policy explains how we collect, use, disclose, and protect personal information in connection with the Services, including account information, business contact information, billing or subscription information, authentication information, platform usage information, click event data, IP address information, conversion event data, attribution data, online-to-offline match results, and related analytics data. Please review our Privacy Policy to understand our practices.

8.2 GDPR and CCPA Compliance

We are committed to complying with applicable data protection laws, including the General Data Protection Regulation ("GDPR"), UK GDPR, the California Privacy Rights Act ("CPRA"), the California Consumer Privacy Act ("CCPA"), and other applicable U.S. state privacy laws. Our Privacy Policy describes your rights under these laws and how to exercise them. We do not sell personal information as defined under applicable law. We do not share personal information for cross-context behavioral advertising purposes unrelated to the attribution, analytics, and advertising measurement services described in our Privacy Policy and Section 8.6 of these Terms.

Individuals may have the right to access, correct, delete, or opt out of certain processing of their personal information under applicable law. Privacy rights requests may be submitted as described in our Privacy Policy.

For EEA, UK, and Swiss users, we process personal data only when we have a valid legal basis, including performance of contract, legitimate interests, consent, or legal compliance. Specific legal bases for our key processing activities are described in our Privacy Policy.

8.3 Cross-Border Data Transfers

The Services are hosted in the United States on Amazon Web Services (“AWS”). You consent to having your personal data transferred to and processed in the United States. If you are located outside the United States, please be aware that information we collect will be transferred to and processed in the United States, which may not provide the same level of data protection as your home jurisdiction. By using the Services, you consent to this transfer and processing.

For users in the EEA, UK, or Switzerland, we transfer personal data to countries outside those regions in accordance with applicable privacy laws, including through Standard Contractual Clauses approved by the European Commission.

8.4 Data Retention

We retain your personal information for as long as necessary to provide the Services, comply with our legal obligations, resolve disputes, and enforce our agreements. Our specific data retention practices are described in our Privacy Policy.

8.5 Data Security

We implement reasonable technical and organizational measures to protect your personal information. However, no method of transmission over the Internet or electronic storage is completely secure. We cannot guarantee absolute security of your information.

8.6 Attribution, Analytics, and Data Processing Services

The Services include click validation, digital attribution, ecommerce attribution, online-to-offline attribution, campaign measurement, reporting, and analytics services. In connection with these Services, Landng may collect and process click event data, IP address information, URL parameters, campaign metadata, conversion event data, session data, match results, Meta API-derived analytics data, and related attribution and analytics information.

Full IP addresses may be collected for a limited operational period for click validation, bot detection, fraud prevention, security, and attribution purposes. Where appropriate, IP addresses may be truncated, aggregated, or deleted after the operational period needed to provide the Services.

For online-to-offline attribution, Landng may compare click event data against vendor-supplied data to determine whether a measured interaction is associated with a later physical-location visit. Landng retains only the match result and does not retain vendor-supplied raw data beyond the matching process, except as otherwise described in the Privacy Policy.

Platform Customers may access attribution reports, campaign performance data, analytics dashboards, and related outputs through the Services. Platform Customers are responsible for their use of any exported, downloaded, integrated, or shared data once it leaves the RealClicks.AI platform.

Landng may also integrate data from third-party platforms and service providers, including Meta Platforms, Snowplow Analytics, Google Analytics, Stripe, data pipeline providers, and infrastructure providers, as described in the Privacy Policy.

8.7 Platform Customer Data Controller Obligations

In certain contexts, Landng processes personal information on behalf of Platform Customers as a service provider or data processor, including when Platform Customers use the

Services for attribution, analytics, campaign measurement, click validation, ecommerce attribution, online-to-offline attribution, or related purposes. In those contexts:

- (a) The Platform Customer is responsible for determining the purposes and means of processing and for ensuring that its collection and use of personal information complies with applicable law;
- (b) The Platform Customer is responsible for providing any required privacy notices, disclosures, and choices to individuals whose information is collected, provided, or made available in connection with the Services;
- (c) Landng's processing is governed by its agreement with the Platform Customer and is limited to providing the Services and other purposes specified in that agreement; and
- (d) Platform Customers who use the online-to-offline attribution service represent and warrant that any vendor-supplied batch files, IP address data, or other attribution data provided to Landng or made available for matching were collected and made available for that purpose in compliance with applicable law.

9. INDEMNIFICATION

9.1 Your Indemnification Obligations

You agree to indemnify and hold Landng (and its officers, directors, employees, agents, subsidiaries, affiliates, successors, and assigns) harmless, including costs and attorneys' fees, from any claim, demand, action, damage, loss, cost, or liability (collectively, "Claims") arising out of or relating to:

- (a) Your use of the Services;
- (b) Your violation of these Terms;
- (c) Your violation of applicable laws or regulations;
- (d) Your User Content, including any Claims that your User Content infringes, misappropriates, or otherwise violates the intellectual property rights, privacy rights, or other rights of any third party;
- (e) Your negligence, willful misconduct, or fraud;
- (f) Your breach of any representation or warranty contained in these Terms;
- (g) Any activity conducted through your Account, whether or not authorized by you.

9.2 Indemnification Procedures

Landng reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these Claims. You agree not to settle any matter without the prior written consent of Landng. Landng will use reasonable efforts to notify you of any such Claim, action, or proceeding upon becoming aware of it. Your indemnification obligations under this Section 9 will survive termination of your Account and these Terms.

10. DISCLAIMERS

10.1 Services Provided "As Is"

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND LANDNG (AND OUR BUSINESS PARTNERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR BUSINESS PARTNERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE

ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

10.2 No Warranty Regarding Results

We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services, including User Content. You acknowledge that you use the Services and rely on any content at your own risk.

10.3 No Warranty Regarding Third-Party Services

We make no warranty regarding any third-party services, websites, or content accessible through the Services. Your use of third-party services is governed by the terms and conditions and privacy policies of those third parties.

10.4 No Professional Advice

The Services are not intended to provide professional advice of any kind, including legal, financial, medical, or other professional advice. You should not rely on the Services as a substitute for professional advice. Any reliance on information obtained through the Services is at your own risk.

10.5 Statutory Limitations

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If applicable law requires any warranties with respect to the Services, all such warranties are limited in duration to ninety (90) days from the date of first use.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LANDNG (OR OUR BUSINESS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, OR YOUR FAILURE TO COMPLY WITH THESE TERMS, EVEN IF LANDNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This exclusion applies to all claims, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory.

11.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (a) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING; OR (b) \$10.00 USD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

11.3 Carve-Outs from Limitation of Liability

The limitations in Sections 11.1 and 11.2 do not apply to:

- (a) Our gross negligence or willful misconduct;
- (b) Death or personal injury caused by our negligence;
- (c) Fraud or fraudulent misrepresentation;
- (d) Our breach of confidentiality obligations with respect to your personal information, to the extent such breach results in unauthorized disclosure of your personal information due to our failure to implement reasonable security measures;
- (e) Any other liability that cannot be excluded or limited under applicable law.

11.4 Basis of the Bargain

You acknowledge and agree that the disclaimers and limitations of liability in Sections 10 and 11 reflect a reasonable and fair allocation of risk between you and Landng, and that these limitations are an essential basis of Landng's bargain and will survive and apply even if any limited remedy is found to have failed of its essential purpose.

11.5 Statutory Limitations

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. THIRD-PARTY SERVICES AND CONTENT

12.1 Third-Party Links and Services

The Services may contain links to third-party websites and services (collectively, "Third-Party Links"). Such Third-Party Links are not under the control of Landng, and Landng is not responsible for any Third-Party Links. Landng provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

The Services integrate with certain third-party platforms and services, including: (i) Stripe, Inc. for payment processing (stripe.com/privacy); (ii) the Meta Platforms API for analytics and attribution data (facebook.com/privacy/policy); and (iii) analytics platforms including Snowplow Analytics and Google Analytics. Each of these integrations is governed by the respective third party's terms and privacy policies. Landng is not responsible for the data practices of these third-party providers.

12.2 Third-Party Content

The Services may display, include, or make available content provided by third parties, including User Content and content from third-party services. We are not responsible for and do not endorse any third-party content. You acknowledge that we do not pre-screen third-party content and that we have no obligation to monitor such content.

12.3 Interactions with Other Users

Your interactions with other users are solely between you and such users. You agree that Landng will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any user, we are under no obligation to become involved.

12.4 Release

You hereby release and forever discharge Landng (and our directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other users or any Third-Party Links).

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, 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."

13. TERM AND TERMINATION

13.1 Term

These Terms commence on the date you first access or use the Services and continue until terminated in accordance with this Section 13.

13.2 Termination by You

You may terminate your membership by terminating your Account by emailing us at contact@landng.com with or without reason.

13.3 Termination by Landng – Free Membership

If you are a Free Membership user, Landng may terminate or suspend your access to the membership with or without reason, with or without notice.

13.4 Termination by Landng – Subscribing Membership

If you are a Subscribing Membership user, upon reasonable notice, Landng may terminate or suspend your access to the membership under circumstances which shall include, but not be limited to: (a) breaches or violations of these Terms or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Services (or any part thereof); (e) unexpected technical or security issues or problems that are beyond Landng's reasonable control; (f) extended periods of inactivity by you; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any amount owed by you in connection with the membership.

13.5 Immediate Termination for Cause

Notwithstanding Sections 13.3 and 13.4, we may immediately terminate or suspend your Account and access to the Services, without notice, for:

- (a) Material breach of these Terms, including the Acceptable Use Policy;
- (b) Conduct that we believe, in our sole discretion, creates liability for us or other users, or is harmful to other users or third parties;
- (c) Violation of applicable law;
- (d) Fraudulent, harassing, defamatory, threatening, or abusive behavior;
- (e) Multiple violations of these Terms, even if individually minor;
- (f) Infringement of intellectual property rights;
- (g) Security threats to the Services or other users.

13.6 Effect of Termination

Termination of your Account includes: removal of access to all offerings within the membership; deletion of your password and all related information, files, and User Content associated with or inside your Account (or any part thereof); and barring of further access to the membership.

Upon termination:

- (a) All licenses granted to you under these Terms will immediately terminate;
- (b) You must immediately cease all use of the Services;
- (c) You will remain liable for all obligations incurred prior to termination, including any outstanding fees;
- (d) Sections that by their nature should survive termination will survive, including Sections 5 (Intellectual Property Rights), 6.3 (User Content License to Landng), 9 (Indemnification), 10 (Disclaimers), 11 (Limitation of Liability), 12.4 (Release), 13.6 (Effect of Termination), 13.7 (Data Export and Deletion), 14 (Dispute Resolution and Arbitration), and 15 (General Provisions).

13.7 Data Export and Deletion

- (a) Data Export: Prior to termination, you may export your User Content using the export functionality provided in the Services, if available. We are not obligated to provide you with a copy of your User Content after termination.
- (b) Data Deletion Timeline: You acknowledge that, except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of our Services, following termination or expiration you shall have no further access to any portion of our platform, and that Landng may delete any such data at any time.
- (c) Attribution and Analytics Data Post-Termination. Following termination of your Account, click event data, attribution logs, and match results associated with your campaigns will be retained for up to 90 days in accordance with our Privacy Policy, then aggregated or deleted. Full IP addresses collected for bot detection purposes will be deleted or truncated within 7 days. Vendor batch files for online-to-offline attribution are deleted immediately after each matching scan and are not subject to the Account termination timeline. Aggregated and anonymized analytics data derived from your campaigns may be retained indefinitely with no individual identifiers.
- (d) Following termination, we will delete or anonymize your personal information in accordance with our Privacy Policy and applicable law. However, we may retain certain information:
 - i. As required by applicable law or legal process;
 - ii. For backup, archival, or audit purposes for a reasonable period;
 - iii. To resolve disputes or enforce these Terms;
 - iv. User Content that other users have stored or shared through the Services prior to termination may continue to be used, stored, displayed, reproduced, modified, and distributed by Landng.

13.8 No Liability for Termination

You agree that all terminations shall be made in Landng's sole discretion and that Landng shall not be liable to you or any third party for any termination of your Account, any associated email address, or access to the Services or Landng Content.

14. DISPUTE RESOLUTION AND ARBITRATION

14.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14.2 Informal Dispute Resolution

Before either party may seek arbitration or file a lawsuit, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Landng should be sent to: Landng Inc., 2241 Hoonanea Street, Honolulu, Hawaii 96822, United States, or by email to contact@landng.com. After the Notice is received, you and Landng may attempt to resolve the claim or dispute informally. If you and Landng do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding or, where permitted, file a lawsuit.

14.3 Limitation on Time to File Claims

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

14.4 Mandatory Binding Arbitration

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH LANDNG AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below and claims that may be brought in small claims court) in connection with these Terms or the use of any product or service provided by Landng that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Landng, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

14.5 Arbitration Rules and Procedures

Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR provider. The rules of the ADR provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms. The AAA Commercial Arbitration Rules ("Arbitration Rules") and Mediation Procedures governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

- (a) The arbitration shall be conducted by a single, neutral arbitrator.
- (b) Any arbitration hearing will be held in New Castle County, Delaware, U.S.A., unless the parties agree to conduct the hearing remotely or in another location, or unless the applicable arbitration rules require otherwise.
- (c) Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR provider. However, if you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Landng will pay as much of the

arbitration fees and costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

- (d) Claims Under \$10,000: Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief.
- (e) Claims Over \$10,000: For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules.
- (f) Judgment: Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14.6 Non-Appearance Based Arbitration

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

14.7 Authority of Arbitrator

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Landng, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Landng. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

14.8 Class Action Waiver

YOU AND LANDNG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Landng agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

14.9 Waiver of Jury Trial

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules

applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Landng in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND LANDNG WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

14.10 Confidentiality

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

14.11 Exceptions to Arbitration

The following disputes are not subject to arbitration:

- (a) Either you or Landng may bring an individual action in small claims court;
- (b) Either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement;
- (c) Claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's or third party's patent, copyright, trademark, or trade secrets, and non-payment of membership fees shall not be subject to this Arbitration Agreement;
- (d) Landng shall be allowed to apply for equitable remedies (including injunctions) in any court of competent jurisdiction.

14.12 Opt-Out Right

You may opt out of this Section 14. If you do so, neither you nor Landng can force the other to arbitrate. To opt out, you must notify Landng in writing no later than 30 days after first becoming subject to this Section 14. Your notice must include your name, address, and email address and an unequivocal statement that you want to opt out of this Section 14. You must email the opt-out notice to contact@landng.com.

14.13 Severability

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

14.14 Right to Waive

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

14.15 Survival

This Arbitration Agreement will survive the termination of your relationship with Landng.

14.16 Exclusive Jurisdiction for Non-Arbitrable Claims

For any disputes not subject to arbitration, you and Landng agree that the state and federal courts located in the County of New Castle, Delaware will have exclusive jurisdiction of all such disputes and agree to submit to the personal jurisdiction and venue of these courts.

15. FORCE MAJEURE

Landng shall not be held liable for any delay, interruption, or failure to perform any of its obligations under these Terms, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics, pandemics, or embargoes. In the event of a force majeure event:

- (a) We will use commercially reasonable efforts to mitigate the effects of the force majeure event;
- (b) We will notify you of the force majeure event and its expected duration;
- (c) Our obligations under these Terms will be suspended for the duration of the force majeure event;
- (d) If the force majeure event continues for more than 30 days, either party may terminate these Terms upon written notice to the other party.

16. INTERNATIONAL USE AND EXPORT CONTROLS

16.1 Void Where Prohibited

Landng controls and operates the Services from offices in the United States. We make no representation that Landng Content is appropriate or authorized for use in all countries, states, provinces, counties, or any other jurisdictions. Any content, offer, or service on the website is void where prohibited, and the user automatically indemnifies Landng from any legal or statutory outcomes resulting from their decision or action. Landng reserves the right to block access to the Services by certain international users. When you access the Services, you are responsible for compliance with all applicable local laws and regulations.

16.2 International Users

If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on our Services or any other third-party services to which our Services link to (such as advertising or payments) or operate a platform application or website. You will not use our Services or any other third-party services to which our Services link to if you are prohibited from receiving products, services, or software originating from the United States.

16.3 Export Controls

The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Landng, or any products utilizing such data, in violation of the United States export laws or regulations.

You represent and warrant that:

- (a) You are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services;
- (b) You are not identified on any U.S. Government list of prohibited or restricted parties;
- (c) You will not use the Services in violation of any U.S. export law or regulation.

17. GENERAL PROVISIONS

17.1 Changes to Terms

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an email to the last email address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current email address. In the event that the last email address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of fifteen (15) calendar days following our dispatch of an email notice to you (if applicable) or fifteen (15) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. If you do not agree to the modified Terms, you must stop using the Services and terminate your Account.

17.2 Electronic Communications

The communications between you and Landng use electronic means, whether you use the Services or send us emails, or whether Landng posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Landng in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Landng provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights. You may withdraw your consent to receive electronic communications by contacting us at contact@landng.com. However, if you withdraw consent, we may terminate your Account.

17.3 Entire Agreement

These Terms, together with the Privacy Policy and any applicable Supplemental Terms, set forth the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements or understanding with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth in these Terms, and no representative of Landng or Landng's agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. In the event of a conflict between these Terms and the Privacy Policy with respect to data processing practices, the Privacy Policy shall govern.

17.4 Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. No waiver of any provision of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

17.5 Severability

If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.6 Assignment

These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Landng's prior written consent, and any

attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Landng may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

17.7 Independent Contractors

Your relationship to Landng is that of an independent contractor, and neither party is an agent or partner of the other. Nothing in these Terms creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Landng.

17.8 No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party, except as expressly provided in these Terms (such as the indemnification and limitation of liability provisions that benefit Landng's officers, directors, employees, and agents).

17.9 Interpretation

The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." As used in these Terms, "or" is inclusive and means "and/or." The words "herein," "hereof," and "hereunder" refer to these Terms as a whole and not to any particular section.

17.10 Language

These Terms are drafted in English. If these Terms are translated into any other language, the English version shall prevail to the extent of any conflict or inconsistency.

17.11 Equitable Relief

You acknowledge that any breach of Sections 4.2 (License Restrictions), 5 (Intellectual Property Rights), or 7 (Acceptable Use Policy) may cause irreparable harm to Landng for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, Landng will be entitled to seek injunctive relief without the requirement of posting a bond.

17.12 Survival

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, representations and warranties, disclaimers, indemnity, and limitation of liability.

17.13 Notices

All notices to Landng under these Terms must be in writing and sent to:

Landng Inc.

2241 Hoonanea Street

Honolulu, Hawaii, 96822 United States

Email: contact@landng.com

Notices to you may be provided by email to the email address associated with your Account or by posting on the Services.

18. INTELLECTUAL PROPERTY NOTICES

Copyright © 2025 Landng Inc. All rights reserved. All trademarks, logos, and service marks ("Marks") displayed on the Services are our property or the property of other third parties.

You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

19. CONTACT INFORMATION

If you have any questions about these Terms, please contact us:

Landng Inc.

2241 Hoonanea Street

Honolulu, Hawaii, 96822 United States

Email: contact@landng.com