

Welcome to the website <https://Roambird.co/> (the "Website") run by Roambird Inc., domiciled in 12 E 49th St, New York, NY, 10017. The purpose of this Website is to assist in the travel planning of its users (hereinafter, the "Users").

These terms and conditions apply exclusively to the relationship between Roambird and its Users.

BY COMPLETING THE REGISTRATION FORM (THE "REGISTRATION FORM") WHICH EXPRESSES AN INTENT TO USE THE SERVICE (AS DEFINED BELOW), USERS AGREE TO HAVE READ AND UNDERSTOOD THE TERMS SET FORTH IN THIS TERMS OF USE, INCLUDING THE TERMS OF THE PRIVACY POLICY AS MAY BE AMENDED FROM TIME TO TIME (COLLECTIVELY, THE AND AND USERS AGREE TO BE BOUND BY THEM AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING THE USE OF THIS WEBSITE AND/OR SERVICE. THESE TERMS APPLY TO USERS' ACTIVITY AND DEFINE USERS' RIGHTS AND OBLIGATIONS UNDER CONTRACT. IF USERS DOES NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THIS WEBSITE AND/OR ANY OF THE SERVICES PROVIDED BY Roambird.

Roambird shall never be understood as a tour operator, a travel agency, intermediary or a touristic service provider and is not subject to the application of any governing organized travel contracts and travel agency contracts. Users shall refrain from all acts/ communications that state otherwise, or could give such impression, towards both Users and third parties. The Services are not aimed nor directed to underage children.

1. THE SERVICES

1.1. Roambird offers a Website through which Users can optimize their travel arrangements free of charge. In particular, Roambird will collaborate with Users in order to generate a travel plan to a destination chosen by the User, tailored by the User's needs (the "Services"). First, the User shall provide Roambird with the dates of its travel and its destination. In this regard, Roambird shall assist the User with the scheduling of:

- Activities: Users will have the possibility to visualize different activities available at its destination. Users shall select a minimum number of activities per day and Roambird shall collaborate in the organization and itineraries of the trip based on the User's tastes and comforts. For this purpose, Roambird shall take into consideration the User's location and the budget allocated by the User for the designated trip;
- Accommodations: User may provide the address of his or her accommodation so that the User's activities can be organized by virtue of that location.
- Meals: User may also organize his/her/its meals according to his/her/its tastes and budget, Roambird may suggest different restaurants based on the User's preferences. The User shall inform of any dietary restrictions. It should be noted that Roambird shall not be responsible for the consequences that the User may suffer as a result of the meals eaten by the User subsequent to the planning of his/her/its trip.

1.2 Complementary Services

1.2.1. Social Media: The User will be able to upload different kinds of different destinations to which he/she/it intends to go, so that Roambird can organize the trips based on those destinations, and best possible way. In this regard, the User warrants that he/she/it is authorized to share such content in the best possible way. The User will be able to upload different kinds of media to share destinations to which he/she/it intends to go, so that Roambird can organize the trips based on those destinations, in the best possible way. The User warrants that he/she/it is authorized to share such content in the best possible way. Roambird will not keep the tracks of the trips.

1.2.2. Let others inspire from my trip

The User may decide to share its trip plan made by Roambird with third parties. By clicking on the corresponding button, the User's trip plan will be shared with third party users who form part of the Community Trips tab.

1.3. The User understands and accepts that the User is responsible for all the decisions he/she/it makes regarding the assigned schedule, since it is defined according to the User's needs. The User shall be the one who decides to select the Activities, Hotels and Meals and shall have no claims against Roambird in this regard.

1.4. The Parties agree that the collaboration in the organization of the trip may only be carried out for a limited amount of days.

2. ACCESS AND REGISTRATION

In order to be an Roambird User and use the Services, it is essential that Users complete the following steps:

- Login with it's google account;
- Agree to the Users Terms and Conditions.
- Agree to the Privacy Policy
- Agree to the Cookies Policy.

2.2. Users warrant that all the information regarding its identity and capacity provided to Roambird is true, accurate and complete. In addition, Users undertakes to keep their details updated.

2.3. If a User provides any false, inaccurate or incomplete information, documentations or if Roambird considers that there are well founded reasons to doubt the truthfulness, accuracy or integrity of such information, Roambird may deny the User's current or future access to, and use of, the Website or any of its contents and/or Services.

2.4. The User will be able to create an account in Roambird through Google Authenticator (the "Account").

2.5. Users undertake not to disclose the details of their Account or allow access thereto to third parties. Users shall be solely responsible for any use of such details that may be made by third parties, including for statements made on the Website or any other action carried out under their

Account. Users must immediately inform Roambird, by sending an email to support@Roambird.co, if their Account is stolen, disclosed or lost.

3. BOOKING PROCESS

3.1. The User understands and accepts that in order to make reservations for Activities, Hotels and/or Restaurants, the User shall do it through third-party websites. Notwithstanding the aforementioned, the User understands and accepts that if the User is referred to third party websites and/or platforms, the legal relationship will be established with such third parties and the User will have no claim against Roambird.

3.2. In this sense, the User understands and accepts that any reservations, cancellations or modifications of its Activities, Hotels and/Meals shall be carried out through such third parties. Roambird is not responsible for the reservation or cancellation of said Activities, Hotels or Meals, since it is not part of or is not part of its Services.

4. WARRANTIES AND LIMITATION OF LIABILITIES

4.1. Roambird only provides Users with a Website in order to offer the Services, and the corresponding booking channels, in order to collaborate with the optimization of the User's travels.

4.2. The User knows and accepts that when carrying out operations with Roambird, the User does so at his/her/its own risk. In no event shall Roambird be liable for loss of profits, or for any other damage and/or harm that the User may have suffered, due to the Services provided through the Website.

4.3. Users claim to know that Roambird itself does not offer any User, tour or touristic services. That means only the User, and not Roambird in any way, is responsible for preparing, providing the necessary information about it's Trip and holding it's Trip properly.

The role of Roambird is limited to displaying the information about the User's trips on the Website and facilitating the User to organize a trip. Roambird will have no liability with respect to the execution of the booked tours, hotels or restaurants nor with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any User or for any personal injuries, death, property damage, or other damages or expenses resulting from the interactions the User will have with any third party. Roambird will have no liability in the event of any delay, cancellation, overbooking, strike, force manure or other causes beyond its direct control.

4.4. In the unlikely event that Roambird is found liable for any loss or damage that arises out of or is in any way connected with the use of the Website or its Services, the total liability of Roambird to the User, its liability will not exceed and is limited to the amount of USD 1,000.

5. USERS OBLIGATIONS

5.1. Users are fully responsible for the proper use of, and access to the Website and their account in accordance with the current legislation, national or international, of the country from which they are using the Website, as well as with the principles of good faith, morals, generally

accepted customs and public order. Specifically, they undertake to diligently comply with these Users Terms and Conditions.

5.2. Users shall refrain from using their account and other Website contents for illegal purposes or with illegal results that harm third-party rights and interests, or that may in any way damage, disable, affect or impair the Website and its contents and Services. In addition, they are prohibited from hindering other Users normal use or enjoyment of the Website.

5.3. Any persons who breach the above obligations shall be liable for any loss or damage caused by them. Roambird will accept no liability for any consequences, loss or damage that may arise from such illegal use or access by third parties.

5.4. In general, Users undertake, for example but without limitation:

- To refrain from altering or modifying the Website, in full or in part, by bypassing, disabling or in any other way tampering with, its functions or Services;
- To refrain from infringing industrial and intellectual property rights or the rules on personal data protection;
- To refrain from using the Website to insult, defame, intimidate or harass other Users or attacking their image;
- To refrain from accessing other Users' e-mail accounts;
- To refrain from introducing computer viruses, corrupted files or any other software that may cause damage or alterations to Roambird's or third parties' contents or systems.

5.5. Any User may report another User if he/she/it believes that the latter is in breach of these Users Terms and Conditions. Similarly, any User may inform Roambird of any abuse or infringement of these terms by sending an email to Roambird at support@roambird.co Roambird will check such reports as soon as possible and will take any steps that it may deem appropriate, reserving the right to remove and/or suspend any User from the Website for breach of these Users Terms and Furthermore, Roambird reserves the right to remove and/or suspend any message with illegal or offensive content without the need for a prior warning or subsequent notification.

6. INDEMNIFICATION

6.1. To the extent allowed under applicable law, the User agrees to defend, indemnify and hold Roambird harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses arising out of or relating to any of the following:

- Any breach or alleged breach by the User of the present Users Terms and Conditions, or the representations and warranties made in these Users Terms and Conditions or otherwise agreed between the parties;
- Any violation or alleged violation of applicable legal requirements by the User;
- Any claim by a User or a third party arising out of or relating to the preparation and the holding of the Activities, Hotels or Meals, including but not limited to, any claims for

personal injury, death, property damages or other damages or expenses resulting from the interactions the User will have with third parties;

- Any claim by a User or a third party arising out of or related to the information provided by the User to Roambird and displayed on the Website, inter alia if this information contains errors or shall be incomplete, inadequate or misleading (unless and only if it is due to the fault of Roambird in publishing the provided information);
- Any claim by a User or a third party in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond the direct control of Roambird;
- Any claim arising out of User's misuse of User data, or any violation of an applicable data privacy law.

7. INTELLECTUAL PROPERTY

7.1. All Intellectual Property Rights from, in and to the Website and/or the Service and the content on the Website, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, copyrightable materials, graphics, text, designs, specifications, methods, procedures, algorithms, data, technical data, interactive features, system scripts, graphics, photos, sounds, music, videos, (source and object code), files, interface and trade secrets and the like, whether or not registered and Roambird trademarks, service marks and logos contained therein (collectively "Intellectual Property"), are solely owned by or licensed to Roambird, and subject to copyright and other Intellectual Property rights under applicable law. Except as provided herein, User is not granted, either expressly or by implication any license or right to use any of the Intellectual Property without the prior express written permission of Roambird.

7.2. Authorizing a User to access the Website does not imply the waiver, transfer, licensing or full or partial assignment by Roambird of any intellectual property rights. Deleting, bypassing or in any way tampering with the contents of the Roambird Website are all prohibited. In addition, modifying, copying, reusing, exploiting, reproducing, publicizing, making second or subsequent publications of, uploading files, sending by post, transmitting, using, processing or distributing in any way all or some of the contents included in the Roambird Website for public or commercial purposes are also prohibited, save with Roambird's express written authorization or, where applicable, that of the owner of the rights concerned.

7.3. Any User who shares any content of any kind through the Website asserts that he/she/it has the necessary rights to do so, releasing Roambird from any liability regarding the content and lawfulness of the information supplied. By providing content through the Website, Users assign to Roambird, free of charge and to the maximum extent permitted by the current legislation, the exploitation rights on the intellectual or industrial property arising from such content.

7.4. The User will be able, if he/she/it wishes, to inform his/her/its usernames of the social networks tiktok or Instagram. Additionally, the User will have the possibility to send to Roambird, the tiktoks and/or reels that they make regarding the Service or use of the Service or trips that have been made under the organization predisposed by Roambird, with the purpose that

Roambird can disclose such contents on its social networks and/or on the Website. The User authorizes the use of his/her/it's personal image and/or contents by sending them to Roambird through the means that Roambird makes available for this purpose, without this giving rise to any claim against Roambird. Roambird is not obliged to use the content sent by the Users. If applicable, such content shall be used for a certain period of time, with the understanding that if the content remains in the Roambird feed of any social network, it shall not be understood that the content is being used.

Roambird hereby grants you a non-exclusive, non-transferable, royalty-free license to use its trademarks for use in the United States, provided that the User is a member of Roambird and for the sole purpose of performing the Tiktok. The User understands and agrees that such license shall not be sufficient authorization to act on behalf of Roambird. The User must not take any action that would adversely affect the image and reputation of Roambird, or that would bring its ideals and objectives into dispute. Furthermore, Roambird shall have the right to require the exclusion of any element that may adversely affect its reputation or neutrality or may be inconsistent with its objectives, principles, policies or programs. The User shall not use the Roambird trademarks and logos for any use other than that set forth herein. The User shall refrain from using and/or requesting the registration of trademarks similar or identical to Roambird's trademarks, anywhere in the world, without authorization from Roambird.

8. DATA PROTECTION

8.1. Roambird respects Users and Users privacy and is committed to protecting the personal and business information that User shares with it. Roambird believes the User has the right to know its practices regarding the information Roambird may collect when User hires the Service. Roambird's policy and practices and the type of information collected, are described in the Privacy Policy.

8.2. Except in cases where the communication of personal data to a third party company is required to achieve the above mentioned purposes, Roambird shall refrain from divulging, selling, leasing or exchanging the personal data to any company or entity other than a company or entity affiliated to Roambird, without the prior explicit approval of the User.

9. FORBIDDEN ACTIVITIES

9.1. Users may not:

- Copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Website and/or the Service in any way;
- Interfere with or disrupt the operation of the Website and/or the Service, or the servers or networks that host the Website and/or the Service or make the Website and/or the Service available, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers and/or networks;
- Interfere with or violate any other Users' or Users right to privacy or other rights, or harvest or collect data and information about other User without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval

application, or other manual or automatic device or process to retrieve, index and/or data-mine information;

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including Users and Users, or include such unlawful, hateful, obscene, indecent, or otherwise illegal content in the ads, banners banners and/or content posted, transferred or uploaded by Users on or through the Website and/or the Service.

10. MODIFYING THE TERMS AND CONDITIONS

10.1. Roambird reserves the right, at our discretion, to change these Terms and Conditions from time to time to reflect changes in our business, the Website or services, or applicable laws. For that purpose, Roambird will provide Users with thirty (30) days prior notice by notice in our Website. Website. Roambird also may notify Users of the change by using contact information, email or other means. The revised Terms and Conditions will be effective as of the published effective date. In case Users use the Website or services after any changes, Users agree to be bound by such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits. Users agree that Roambird shall not be liable to them or to any third-party for any modification, suspension, or discontinuance of its Website and/or service.

10.2. Roambird is constantly changing and improving the Services. Roambird may add or remove functionalities or features which may suspend or stop a Service altogether.

10.3. Users can stop using the Services at any time. Roambird may also stop providing Services to Users, or add or create new limits to their Services at any time.

10.4. Roambird believes that Users own their data and preserving their access to such data is important. If Roambird discontinues a Service, where reasonably possible, Roambird will give Users reasonable advance notice and a chance to get information out of that Service.

11. EXTERNAL WEBSITES

11.1. The Website may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to Users and not as an endorsement by Roambird of the content on such External Websites. When Users access an External Website, Roambird has no control over its content, applications, or services. Roambird does not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. Roambird all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

11.2. User thereby acknowledges that Roambird has no control over such External Websites, and User further acknowledges and agrees that Roambird is not responsible for the availability of External Websites, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or materials on or available from External Websites. User further acknowledges and agrees that Roambird shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in

connection with use of or reliance on any services, content, products or other materials available on or through any External Websites. Most External Websites provide legal documents, including terms of use and privacy policy, governing the use of such sites. It is always recommended to read such documents carefully. In any case, Roambird reserves the right to stop using any link at any time, at its own discretion.

12. CLAIMS AND QUESTIONS

12.1. At any time, Users will have the possibility to ask for help to the Roambird team by using the following email address: wrij@roambird.co

13. FINAL PROVISIONS

13.1. The invalidity or illegality of a provision of the present Users Terms and Conditions shall not affect the other provisions of the present Users Terms and Conditions. Roambird and the User will agree provision with the same purpose, on the condition that the spirit and purpose of the present Users Terms and Conditions is affected as little as possible. Provisions of the present Users Terms and Conditions are severable, so that the remainder of the provisions are unaffected.

13.2. The present Users Terms and Conditions shall be governed by and construed in accordance with the laws of New York, United States. Disputes between the parties, which could not be resolved amicably, will be adjudicated exclusively by the competent Courts of New York, United States of America.