

BOLD MINDS LLC

TRAVERZER

PRE-ORDER TERMS AND CONDITIONS

1. INTRODUCTION

These Pre-Order Terms and Conditions (these "**Pre-Order Terms**") are an agreement between Bold Minds, LLC ("**Bold Minds**", "**us**", "**we**", or "**our**") and the customer identified on an applicable sign-up form ("**Customer**", "**you**", "**your**") for the reservation of our applicable products or services (the "**Product(s)**") through <http://traverzer.tech/> (the "**Website**") prior to its scheduled release date ("**Pre-Order**"). These Pre-Order Terms are effective on the date you submit payment and complete checkout for the Products on the Website. Please read these Pre-Order Terms carefully before submitting your Pre-Order of any Products. By submitting your Pre-Order, you agree to be legally bound by these Pre-Order Terms.

2. ELIGIBILITY

You must be at least 18 years of age to submit a Pre-Order. By agreeing to these Pre-Order Terms, you represent and warrant to us that you are at least 18 years old and possess the legal capacity to enter into these Pre-Order Terms. If you are pre-ordering a Product on behalf of a company, entity or organization, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

3. PRE-ORDER RESERVATION

When placing a Pre-Order for Products on the Website, you will be required to provide certain information, such as your address and billing information to complete the Pre-order. You represent and warrant that all such information is accurate, and you shall ensure that such information is up to date. Bold Minds shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact, payment or shipping information. We reserve the right not to accept your Pre-Order submission. Pre-Orders are non-transferable.

4. PAYMENT TERMS

The Product may be accessed on a monthly subscription basis ("**Subscription**") for a recurring fee ("**Subscription Fee**"). Your Pre-Order purchase grants you the right to access the Products for a one-month Subscription term ("**Subscription Term**"), beginning on the date you purchased the Pre-Order. The Subscription Fee will be the price in effect at the time the Pre-Order is placed and will be set out in your order confirmation email. You will be charged for the Subscription Fee at the time of purchase. **At the end of the initial Subscription Term, your Subscription will automatically renew at the same Subscription Fee for additional, successive one-month**

Subscription Term periods unless you or Bold Minds cancel your Subscription in accordance with Section 5 (CANCELLATIONS AND REFUNDS”) of these Pre-Order Terms.

Payments may be submitted through the payment gateway available on or linked through the Website. We use a third-party payment processor, Stripe, to process payments for Pre-Orders.

Posted prices do not include taxes. All such taxes and charges will be added to your Pre-Order total and will be itemized in your order confirmation email.

We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

5. CANCELLATIONS AND REFUNDS

Pre-Orders are non-refundable and non-cancelable. You may cancel renewal of a Subscription Term at any time prior to the start of that applicable Subscription Term period by accessing your Account settings on our Website. Subscription cancellations are effective for a future Subscription Term only. Upon cancellation, your current Subscription will remain active, and you will still have access to the Product until the end of the current Subscription Term.

Bold Minds may, but is not obligated to, offer refunds in its sole and absolute discretion. For inquiries regarding cancellations or refunds, please email support@boldminds.tech.

6. CHANGES TO THE TERMS

Bold Minds reserves the right to change any of these Pre-Order Terms for any or no reason. We will provide notice of any material changes by e-mailing you at the email address you have provided. If you do not agree to such changes, you may cancel your Subscription in accordance with these Pre-Order Terms.

7. PRODUCT LICENSE

Subject to your compliance with the terms and conditions of these Pre-Order Terms and in connection with your Pre-Order, Bold Minds grants you a non-exclusive, non-sublicensable, nontransferable, limited license to use a single copy of the Product for an applicable Subscription Term for your internal, business or personal use.

8. LICENSE RESTRICTIONS

Except as expressly authorized in these Pre-Order Terms Agreement or by Bold Minds, you will not, and will not permit any third party to: (i) access or use the Products for any other purposes than for your internal business use (including for any competitive analysis or use related to developing a competitive product); (ii) copy the Products, including any associated software or source code (except as required to run the Products); (iii) modify, adapt, or create derivative

works of the Products; (iv) rent, lease, loan, resell, transfer, sublicense or distribute the Products to any third party; (v) use or offer any functionality of the Products on a service provider, service bureau, hosted, software as a service, or time sharing basis; (vi) decompile, disassemble or reverse-engineer the Products or otherwise attempt to derive the source code, algorithms, methods or techniques used or embodied in the Products; (vii) disclose to any third party the results of any benchmark tests or other evaluation of the Product, or (viii) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Products; or (ix) interfere with or disrupt servers or networks connected to any website through which the Products are provided.

9. OWNERSHIP

Bold Minds, its suppliers and/or its licensors own all worldwide right, title and interest in and to the Products, including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registration and copy rights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing. Except as expressly stated in these Pre-Order Terms, Bold Minds does not grant you any intellectual property rights in the Product, and all right, title, and interest in and to all copies of the Product not expressly granted remain with Bold Minds, its suppliers and/or its licensors.

10. WARRANTY DISCLAIMER

THE PRODUCT IS PROVIDED “AS IS”. BOLD MINDS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE OR BY STATUTE OR IN LAW. BOLD MINDS SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, THE OPERATION OR OUTPUT OF THE PRODUCT WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED. BOLD MINDS IS NOT OBLIGATED TO SUPPORT, UPDATE OR UPGRADE THE PRODUCT.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL BOLD MINDS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE PRODUCTS) ARISING OUT OF OR IN CONNECTION WITH

THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BOLD MINDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, BOLD MINDS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE TERMINATION OF THE LICENSE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF THE PRODUCT FUNCTIONS OR ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME FOR ANY REASON OR ANY DELETION, CORRUPTION OR DAMAGE OF DATA ON OR THROUGH THE PRODUCTS. BOLD MIND'S TOTAL CUMULATIVE LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID UPON SUBMISSION OF A PRE-ORDER.

12. PRIVACY

Our [Privacy Policy](#) governs the processing of all personal data collected from you in connection with your purchase of Products through the Website.

13. GOVERNING LAW AND JURISDICTION

This Website is operated from the US. All matters arising out of or relating to these Pre-Order Terms are governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule whether of the State of Arizona or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Arizona.

14. NO WAIVERS

The failure by us to enforce any right or provision of these Pre-Order Terms will not constitute a waiver of future enforcement of that right or provision.

15. NO ASSIGNMENT

You may not assign your rights under these Pre-Order Terms without our express prior consent. Bold Minds may assign these Pre-Order Terms in our discretion without your consent. Any assignment in violation of this Agreement will be null and void.