

## TERMS AND CONDITIONS OF SERVICE AND SALE

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**Regulatory Scope:** Global E-Commerce & Hardware Operations

**Official Contact:** admin@wawlyn.com

### 1. ACCEPTANCE OF TERMS AND BINDING AGREEMENT

1.1. Introduction: These Terms and Conditions of Service and Sale (the "Terms") constitute a comprehensive, legally binding contract between you (the "User", "Customer", "you", or "your") and WAWLYN Ecosystem, including its parent companies, subsidiaries, affiliates, successors, assigns, and authorized operational partners (collectively, "WAWLYN", "we", "us", or "our").

1.2. Scope of Agreement: This Agreement comprehensively governs your access to and use of the WAWLYN website, mobile applications, e-commerce platforms, customer support portals, application programming interfaces (APIs), firmware, software, and any hardware devices manufactured and sold by WAWLYN (including but not limited to the Wyn Pad, Worbix, Wryny, Wypods, Wynqo, and WAWLYN Smart Rings).

1.3. Explicit Acceptance: By accessing, browsing, registering for an account, subscribing to newsletters, purchasing products, installing our software, or otherwise utilizing any WAWLYN services, you acknowledge that you have read, understood, and agree to be unconditionally bound by these Terms in their entirety. If you do not agree to every single provision of these Terms, you must immediately cease all use of our services, return any purchased hardware in accordance with our Return Policy, and delete all associated mobile applications from your personal devices.

1.4. Modifications to Terms: WAWLYN reserves the unilateral right, at its sole and absolute discretion, to modify, amend, add, supplement, or remove portions of these Terms at any time without prior written notice to you. It is your strict responsibility to check these Terms periodically for changes. Your continued use of the Services following the posting of changes will mean that you unconditionally accept and agree to the changes.

### 2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1. Age Requirements: You must be at least the age of majority in your jurisdiction of residence (typically 18 years of age) to register for an account and purchase products. By agreeing to these Terms, you represent and warrant to us that you are at least the applicable age of majority.

2.2. Registration Requirements: To access certain features of the WAWLYN ecosystem, including but not limited to WAWLYN Rewards, extended warranty registration, biometric data synchronization, and cloud storage, you must register for an account. You agree to provide accurate, current, complete, and verifiable information during the registration process.

2.3. Account Security: You are solely, absolutely, and entirely responsible for maintaining the confidentiality of your account credentials (username, password, and multi-factor

authentication tokens). You agree to accept full responsibility for all activities that occur under your account. WAWLYN utilizes enterprise-grade Supabase architecture with AES-256 encryption; however, WAWLYN shall not be liable for any unauthorized access to your account resulting from user negligence, password sharing, credential stuffing attacks against you, or local device compromise (e.g., malware or keyloggers on your personal computer).

2.4. Account Termination and Suspension: WAWLYN reserves the irrevocable right to suspend, disable, or terminate your account, or restrict your access to the Services at any time, with or without cause, and without prior notice or liability. Reasons for termination may include, but are not limited to, suspected fraud, violation of these Terms, intellectual property infringement, or requests by law enforcement agencies.

### 3. E-COMMERCE, PRICING, AND PAYMENT TERMS

3.1. Product Availability: All products displayed on the WAWLYN e-commerce platform are subject to availability. We reserve the right to limit the quantities of any products or services that we offer, and to discontinue any product at any time without notice. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of WAWLYN.

3.2. Pricing Errors and Omissions: We make every effort to ensure pricing is accurate. However, in the event that a WAWLYN product is mistakenly listed at an incorrect price, WAWLYN reserves the right to refuse or cancel any orders placed for the product listed at the incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, WAWLYN shall immediately issue a credit to your credit card account in the amount of the incorrect price.

3.3. Payment Processing: WAWLYN utilizes third-party, PCI-DSS Level 1 compliant payment gateways, including Stripe, Apple Pay, Visa, and Mastercard. By submitting your payment information, you authorize WAWLYN and its designated payment processors to charge your payment method for the total amount of your order, including applicable taxes, shipping, and handling fees. WAWLYN does not directly store, transmit, or process complete credit card numbers on its servers.

3.4. Taxes, Duties, and Tariffs: You are solely responsible for all applicable sales, use, duty, customs, VAT, GST, or other governmental taxes, levies, or fees ("Taxes") associated with your purchase. International orders may be subject to import duties and taxes which are levied once a shipment reaches your country; these additional charges for customs clearance must be borne entirely by you. WAWLYN has no control over these charges and cannot predict what they may be.

### 4. SHIPPING, DELIVERY, TITLE, AND RISK OF LOSS

4.1. Fulfillment and Delays: WAWLYN aims to process and ship orders promptly. However, estimated delivery dates are provided for convenience only and are not legally binding. WAWLYN shall not be liable for any delays in shipping caused by carrier issues, customs clearance procedures, severe weather, strikes, or other force majeure events.

4.2. Title and Risk of Loss: All purchases of physical items from WAWLYN are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery of the items to the designated shipping carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

4.3. International Shipping Limitations: Certain hardware devices (e.g., those utilizing specific Wi-Fi bands, high-capacity lithium-ion batteries, or encryption software) may not be available for shipment to all international jurisdictions due to local telecommunications regulations, hazardous materials shipping laws, or export controls.

## 5. RETURN, REFUND, AND EXCHANGE POLICY

5.1. Standard Return Window: WAWLYN accepts returns of unopened, unused products in their original packaging within thirty (30) days of the delivery date. You must initiate a Return Merchandise Authorization (RMA) through your account portal.

5.2. Restocking Fees: Opened products that are not defective may be subject to a restocking fee of up to 15% of the purchase price, to cover inspection, repackaging, and data-wiping processes.

5.3. Return Shipping Costs: Unless the return is due to a verifiable manufacturing defect, the customer is responsible for all return shipping costs, including insurance.

5.4. Exclusions: Software subscriptions, digital downloads, personalized items, and in-ear audio products (e.g., Wypods) that have been opened and worn cannot be returned for hygiene and licensing reasons.

## 6. HARDWARE WARRANTIES AND LIMITATIONS

6.1. Limited Hardware Warranty: WAWLYN warrants that its branded hardware products will be free from defects in materials and workmanship under normal consumer use for a period of two (2) years from the date of original retail purchase (the "Warranty Period").

6.2. Exclusions to Warranty: This warranty explicitly does not cover and is completely voided by:

- Cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports, screen fractures, or band wear.
- Damage caused by use with a third-party component, charging cable, or power adapter that does not meet the WAWLYN product's stringent electrical specifications.
- Damage caused by accident, abuse, misuse, fire, liquid contact (beyond the certified IP rating), earthquake, or other external causes.
- Damage caused by service, maintenance, or teardowns performed by anyone who is not an explicitly Authorized Service Provider.
- Devices that have been rooted, jailbroken, bootloader-unlocked, or flashed with unauthorized baseband, firmware, or custom ROMs.

6.3. **DISCLAIMER OF IMPLIED WARRANTIES:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. WAWLYN EXPLICITLY DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

## 7. ACCEPTABLE USE POLICY

7.1. **Prohibited Conduct:** While using the WAWLYN Services, you agree not to:

- Violate any applicable local, state, national, or international law, statute, ordinance, rule, or regulation.
- Engage in any activity that could disable, overburden, damage, or impair the website or interfere with any other party's use of the Services.
- Use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract data.
- Attempt to gain unauthorized access to any portion of the Services, or any systems or networks connected to the Services, by hacking, password mining, or any other illegitimate means.
- Upload, transmit, or distribute any computer viruses, worms, Trojan horses, or any software intended to damage or alter a computer system or data.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. **Ownership:** The Services, including all text, graphics, images, audio, video, software, source code, hardware designs, PCB layouts, firmware, and the overall "look and feel" of the WAWLYN platform, are the exclusive property of WAWLYN Ecosystem and its licensors, and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2. **License Grant:** Subject to your strict compliance with these Terms, WAWLYN grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and make personal and non-commercial use of the Services and the software embedded within WAWLYN hardware devices.

8.3. **Restrictions:** You may not reverse engineer, decompile, disassemble, or attempt to derive the source code of any WAWLYN software, app, or hardware. Any unauthorized use immediately terminates the permission or license granted by WAWLYN and may subject you to civil and criminal penalties.

## 9. LIMITATION OF LIABILITY

9.1. **Consequential Damages Waiver:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WAWLYN, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:



your world, seamlessly integrated.

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR HARDWARE;
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES;
- ANY UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

9.2. Liability Cap: IN NO EVENT SHALL WAWLYN'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE AMOUNT YOU PAID WAWLYN, IF ANY, IN THE PAST TWELVE (12) MONTHS FOR THE SERVICES OR HARDWARE GIVING RISE TO THE CLAIM.

## 10. INDEMNIFICATION

10.1. You agree to defend, indemnify, and hold harmless WAWLYN Ecosystem and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of: a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms; or c) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

## 11. DISPUTE RESOLUTION AND BINDING ARBITRATION

11.1. Mandatory Arbitration: Any dispute, controversy, or claim arising out of, relating to, or in connection with these Terms, including the breach, termination, or validity thereof, shall be finally resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

11.2. Class Action Waiver: YOU AND WAWLYN 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 PROCEEDING. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

11.3. Opt-Out Right: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to [admin@wawlyn.com](mailto:admin@wawlyn.com) within thirty (30) days of your first use of the Services.

## 12. GENERAL PROVISIONS

12.1. Governing Law: These Terms shall be governed and construed in accordance with the laws of the jurisdiction in which WAWLYN maintains its global headquarters, without regard to its conflict of law provisions.

12.2. Severability: If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.



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12.3. Force Majeure: WAWLYN shall not be liable for any failure or delay in performance under these Terms due to circumstances beyond our reasonable control, including acts of God, natural disasters, war, terrorism, pandemics, labor strikes, or internet/telecommunication outages.

12.4. Entire Agreement: These Terms, our Privacy Policy, and our Cookie Policy constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

