

“WEDGE” APP TERMS AND CONDITIONS
v. 1.0 12/07/2024

1. What is Wedge?

1. Through the mobile app “Wedge” (hereinafter the “**App**”), interested users (the “**Users**” and, individually, the “**User**”) can use a gaming platform through which - using virtual coins (“**Tokens**”) - it is possible to create challenges and quizzes on future and uncertain events to compete with other Users or participate in challenges regarding predictions made by other Users (“**Challenges**”) by betting their Tokens. Each User can win Tokens based on the accuracy of their predictions and reuse them for further Challenges, without the possibility of redeeming them (hereinafter collectively, the “**Service**”).
2. The Service is provided by **Wedge Group Sàrl**, CHE-471.969.431, Rue du Vully 20, CH-2000, Neuchâtel (Switzerland) (hereinafter “**Wedge**”).

2. What is this document?

1. These general conditions govern the Service offered in the App, as well as the methods of use of the Service by Users and the relationships between Wedge and the User in relation to the use of the App (hereinafter the “**Conditions**”).
2. These Conditions will be effective from the date of their acceptance.
3. Wedge reserves the right to modify these Conditions at any time.
4. The new Conditions will be effective from the date of publication of the same in the dedicated section of the App.

3. App Registration

1. To use the Service, the User, after downloading the App from the app store of their device, must register and create their own personal account by entering the information requested in the registration form of the App.
2. The User undertakes during registration to: (i) provide truthful, complete and updated information, (ii) accept the privacy policy, (iii) be bound by these Conditions (“**Registration**”). It is forbidden to use false information or impersonate another individual during Registration.
3. In the event that the User provides false, inaccurate or misleading information, Wedge will have the right to immediately suspend access to the account without notice, temporarily or permanently denying access to the Service.
4. Registration to the App is free and does not involve any additional cost.
5. The User is the only person responsible for the security and confidentiality of the information contained in his/her account. If the access data to the App are lost, stolen or if it is suspected that illicit access by unauthorized third parties has occurred, the User must promptly notify Wedge and immediately change their access credentials.
6. Under no circumstances may Wedge be held liable in the event of loss, disclosure, theft or unauthorized use by third parties, for any reason, of the User's access credentials.

4. Using the App

1. In order to use the Service, once Registration has been completed and the User has logged in, they will be assigned 100 (one hundred)

Tokens to create Challenges or to participate in Challenges created by other Users.

2. Registration to the App and the Service is free and does not involve additional costs.
3. Tokens won in challenges cannot be converted into money by the User, and cannot be transferred or assigned for payment or free of charge to other Users or third parties.
4. Users who have used up their Tokens may obtain new ones by viewing the advertisements in the App. The number of Tokens issued by viewing the advertisement is that expressly indicated at the end of viewing.
5. The User is responsible for the content and information uploaded to the App. In this sense, the User undertakes not to upload content or communicate information that is offensive, denigrating, defamatory, contrary to public order or morality.
6. The User assumes exclusive responsibility for any direct or indirect damages, including as a consequence of compensation requests made by third parties, that may arise to Wedge from the activity carried out by them in the App, from the contents uploaded, from the phrases, comments or expressions reported by the Users. Wedge reserves the right to eliminate the contents, Challenges, comments and public conversations of Users who violate the provisions of this article.

5. Account deletion

1. The User may delete his/her account and all the information contained therein at any time by sending a request to this effect to the e-mail address support@wedge.vip in his/her reserved area and consulting the appropriate settings menu.

6. Declarations and Warranties

1. Wedge undertakes to adopt the measures necessary to keep the App constantly operational. However, unforeseen technical problems or maintenance operations may result in temporary interruptions of the Service, even without notice.
2. Wedge does not guarantee the continuity of access, nor the correct display or use of the App, which may be prevented, hindered or interrupted by factors or circumstances beyond the control of Wedge.
3. Wedge assumes no responsibility for any damage, loss or other negative consequences resulting from:
 - causes of force majeure;
 - interference, interruptions, errors, omissions, failures, delays, blockages or disconnections of the electronic system caused by deficiencies, errors and overloads of the lines and/or telecommunications networks, or for any other cause;
 - cyber attacks or other malicious events carried out through the App;
 - the incorrect functioning of the App due to the failure of the User to update the App and/or the use of obsolete hardware by the latter.
4. Wedge is not responsible for the information and other third-party content integrated into the App and/or accessible through the latter such as, by way of example, advertising and any other content not subject to prior verification by Wedge.
5. The User undertakes to indemnify and hold Wedge harmless from any damage, claim or expense of any nature that may arise from the failure by the User to fulfill the obligations arising from these Conditions.

7. Privacy

1. Wedge will process Users' personal data in compliance with EU Regulation 679/2016 and the provisions of Legislative Decree 30 June 2003, no. 196. More information on the processing of your personal data in the privacy policy.

8. Intellectual propriety

1. The App, its logo, as well as any other intellectual and/or industrial property rights relating to the “Wedge” brand and the App (including, by way of example and not limited to, domain names, other distinctive signs, rights on software and databases, secret information, as well as any other exclusive right and/or right to exploit intangible assets provided for by any applicable law) (hereinafter “**IP Rights**”) and any related future development or update, will be the exclusive property of Wedge.
2. These Conditions do not grant the User any right regarding the ownership and/or right to economic exploitation of the IP Rights.

9. Applicable law and competent court

1. All complaints and disputes that may arise in relation to these Conditions will be governed by and interpreted in accordance with Italian law.
2. Due to the User's qualification as a consumer, any dispute will be devolved to the exclusive jurisdiction of the court of the place of domicile or residence of the User, if located in Italy. Any dispute arising from these Conditions concerning non-consumer users will be devolved to the exclusive jurisdiction of the court of Milan.
3. Alternatively, the consumer can forward his complaint to the Online Resolution Platform for the resolution of Disputes out of court (European ODR Platform) (Art. 14, par. 1 of EU Regulation 524/2013). For further information regarding the European ODR Platform or to forward a complaint and initiate alternative procedures for disputes relating to this contract, you can use the following link: <http://ec.europa.eu/odr>.