

Effective: January 1, 2023

These Terms of Use describe the terms and conditions (the “Terms”) of Wedstimate (“Wedstimate.com”), and apply to the Wedstimate.com Web and mobile Web pages, the Wedstimate US mobile app and associated Wedstimate branded US websites and mobile applications owned and operated by us or our affiliates that link to these Terms, and related Wedstimate branded online and offline services thereto (including our social media pages, collectively, the “Services”).

## **1. Your Acceptance of the Terms**

By using or accessing the Services, you confirm your agreement to be bound by these Terms and our [Privacy Policy](#), which are incorporated herein by reference. If you do not agree to these Terms and the Privacy Policy, please do not use or access the Services. The Terms expressly supersede any prior Terms of Use between you and us or any of our affiliates or predecessors. Certain features, products, or software that you use, purchase, or download through the Services may be subject to additional terms and conditions presented to you at the time that you use, purchase, or download them. For example, any contests, sweepstakes, or other promotions (each a “Promotion,” and, collectively, “Promotions”) made available through the Services may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with the Terms, the Promotion rules shall apply. Similarly, some areas of the Services (including, without limitation, Wedstimate.com, Wedstimate landing pages, Facebook pages or groups, Instagram pages or groups) are hosted or provided by our third-party hosts or service providers and are subject to additional terms and conditions of use, which are posted within those areas on such third parties’ websites.

**PLEASE CAREFULLY REVIEW SECTION 21 “MANDATORY ARBITRATION AND CLASS ACTION WAIVER” SET FORTH BELOW AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS INCLUDED HEREIN AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms at any time, and you agree to be bound by such modifications or revisions. It is your responsibility to check the Terms periodically because any changes will be binding on you. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

## **2. The Services and Users of the Services**

Through our Services we offer an innovative community and marketplace for the wedding industry. Our Services are only available to business entities and individuals at least 18 years of age who can form legally binding contracts under applicable law. Users of our Services include individual users such as prospective brides and grooms, newlyweds, wedding guests, people hosting an event, and cohabitants of a residence (collectively, “Members”), and companies and other third parties offering products and

services related to weddings or other important life events (collectively, “Vendors”) (all of the foregoing, including Members and Vendors, are referred to collectively, herein as “Users”). Certain areas of the Services may provide a place for Members to interact with Vendors and book services that a Vendor offers.

#### **a. Members**

As a Member, you acknowledge that while we use techniques to help verify the identity of Vendors when they register for memberships or subscriptions on our Services, we cannot and will not guarantee each Vendor’s identity, capabilities, that it has obtained all required permits, licenses or consents, or that it complies with all applicable laws. We do not endorse any particular Vendor nor do we guarantee the quality of their goods or services. You should use our Services as a starting point for identifying organizations that provide the products and services you need, then conduct your own research to ensure the service providers you choose to do business are appropriate for you.

#### **b. Vendors**

If you are agreeing to the Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Terms and, in such event, “you” and “your” refer to that company or other entity.

As a Vendor you acknowledge that we will not endorse you or your products or services. We are in no way responsible for assisting you in reaching an agreement with Members. We are not responsible for assisting you in providing goods and services to Members. Your membership or subscription to our Services may not be transferred or sold to another party.

As a Vendor you must list the true and correct name of your business on the Services. If there is a change to that business name, Vendors must promptly update the Services and may need to provide additional documentation for proof of name change. Vendors who engage in the sale of goods and services must have a valid business operations license, as applicable. If you or your company experiences a dissolution, merger or other significant change in personnel (e.g., sale of company), then we, in our sole discretion, have the right to determine whether to keep active, transfer or terminate your account, including all content previously associated with such account.

We may offer different types of paid and free memberships or subscriptions. For instance, we may offer “Basic,” “Free Trial,” “Platinum,” or other unpaid vendor memberships. These unpaid Vendor memberships do not guarantee any advertising placement or other benefits. We reserve the right to modify the terms of or cancel any such unpaid vendor memberships. We may also offer memberships or subscriptions for which a Vendor pays (“Paid Subscriptions”). Additional terms and conditions described in the Terms of Purchase apply to such Paid Subscriptions, and are made a part of the Terms by reference. If there is a conflict between the Terms and the terms for any service offered on or through the Services, such as Paid Subscriptions, the latter terms shall control with respect to your use of that portion of the Services.

### **3. We Are a Neutral Venue**

As a User, you acknowledge that we are not a product or service provider, vendor, or an agent representative for any Vendor. We and the Services function solely as a neutral venue and digital clearinghouse where Users may connect for particular types of services or products. We are not involved in or a party to the actual transaction between Users. As a result, we have no control over the existence, quality, accuracy, safety, or legality of the transactions that take place on our Services or the accuracy of any Vendor listings. We have no control over the ability of Vendors to provide items or perform services or the ability of Members to pay for any goods and services. We make no representations or warranties and are not liable or responsible for the actions or inactions of our Users.

#### **4. Nondiscrimination Policy**

We want all Users to feel welcome and included on our Services. Accordingly, we prohibit discrimination against Users, guests, or Our Representatives (as defined below) based on race, color, religion, sex, national origin, ancestry, disability, marital, family, pregnancy status, sexual orientation, gender identity, gender expression, veteran or citizenship status, age, or any other characteristic protected under applicable federal, regional, state, or local law. Such discrimination includes, but is not limited to, refusing to provide or accept services or any other conduct that improperly takes into account these characteristics. This prohibition applies to the posting of discriminatory content, such as reviews or forum posts, on the Services. We will, at our discretion, take steps to enforce this policy, up to and including suspending from our Services those Vendors and Members who violate this policy. If you experience discrimination with any Member or Vendor, please contact support at [info@wedstimate.com](mailto:info@wedstimate.com), with the subject "Nondiscrimination Policy," so we can investigate and take appropriate measures.

We reserve the right to suspend any User's access to the Services and cancel the contract of any Vendor to violates these rules or who engages in offensive and detrimental behavior, including behavior that shocks, insults, or offends the community and public morals and decency, including through making racist, discriminatory or offensive comments on our properties and elsewhere or by taking actions that would tend to reflect poorly on us.

#### **5. Jurisdictional Issues**

We control and operate the Services from our facilities in the United States of America and, unless otherwise specified, the materials displayed on the Services are presented solely for the purpose of promoting products and services available in the United States, its territories, possessions, and protectorates. We do not represent that materials on the Services are appropriate or available for use in other locations. If you choose to access the Services from other locations, you are responsible for compliance with local laws, if and to the extent that local laws are applicable. Our affiliated companies have Websites that are intended to serve many other countries in the world. Please see Bodas.net for access to sites focused on Europe, Latin America, Canada and India.

#### **6. Accounts, Passwords and Security**

To access certain features or areas of the Services, you may be required to register and create an account. You agree to provide true, accurate, current, and complete

information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date (this includes your contact information, so that we can reliably contact you). In addition, certain features of the Services may only be available to our registered Users. To access those areas of the Services you will be required to log in using your username and password. You are responsible for all activity occurring when the Services are accessed through your account, whether authorized by you or not. Therefore, if you create an account, be sure to protect the confidentiality of your account password. We are not liable for any loss or damage arising from your failure to protect your password or account information.

## **7. Privacy**

Our [Privacy Policy](#) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the processing and use by us and our affiliates. To the extent that you interact directly with a Vendor through our Services, you are subject to their Privacy Policy in connection with such interactions.

## **8. Rules for Using the Services**

You must comply with all applicable laws and contractual obligations when you use the Services. In using the Services, you also agree to abide by the rules outlined below.

### **Users of the Services**

As a User of the Services, you expressly agree not to:

- Create an account in another person's or entity's name, create more than one account, use another's account or impersonate another person or entity;
- Use the Services for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others;
- Restrict or inhibit other Users from using and enjoying the Services;
- "Harvest," "scrape," "stream catch" or collect information from the Services using an automated software tool (including but not limited to use of robots, spiders, or similar means), or manually on a mass basis (unless we have given you separate written permission to do so); This includes, for example, information about other Users of the Services and information about the offerings, products, services and promotions available on or through the Services;
- Circumvent or reverse engineer the Services or our systems or to gain unauthorized access to any areas of the Services, or any other systems or networks connected to the Services, or to any of the services offered on or through the Services that are not intended for access by you, by hacking, password "mining," or any other illegitimate means;
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or our systems or networks, or any

systems or networks connected to the Services, including by “flooding” the Services with requests;

- Use the Services to gain competitive intelligence about us, the Services, or any product offered via the Services or to otherwise compete with us or our affiliates, or use information on the Services to create or sell a similar product or information;
- Manipulate or forge identifiers to disguise the origin of any information posted on the Services or otherwise provided to us or our employees;
- Use the Services to promote spamming, chain letters, or other unsolicited communications; or
- Engage in tactics, or direct or encourage others, to attempt to bypass the Services or our systems to avoid complying with any of our applicable policies, including these Terms, paying applicable fees, or complying with other contractual obligations, if any.

## **Vendors**

If you are a Vendor, you further expressly agree not to:

- Violate any applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services and your listing, shipping, transporting, and solicitation of offers to ship and transport items;
- Include promotional text or endorsements in your storefront name or your storefront picture(s);
- Discourage, either through the Services or otherwise, any Member from hiring other Vendors of the Services; or
- “Farm” out Member leads (i.e., taking Member leads provided to you and transferring them to others that are not Vendors of the Services).

We reserve the right to suspend any User’s access to the Services and/or cancel the contract of any User that violates these rules.

## **9. Protection of Intellectual Property Content**

Our Services contain copyrighted material, inventions, know-how, potentially patentable business method material, design logos, phrases, names, logos, HTML code and/or other computer code and/or scripts (collectively, “Intellectual Property Content”). Unless otherwise indicated and/or provided pursuant to a third-party license, our Intellectual Property Content is our sole property, and we retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the “look,” “feel,” “appearance” and “graphic function” of this Services, including but not limited to its color combinations, sounds, layouts and designs.

You may use the Services (including any content and materials included on the Services) for your own personal, non-commercial use, but you may not use it for commercial purposes. You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Services

unless explicitly authorized in these Terms. You may not frame or link to the Services without our prior written permission.

The Services contain trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the “Marks”) owned or licensed for use by us, including but not limited to, WEDSTIMATE, WEDSTIMATE.COM. Unless otherwise agreed to in writing, you agree that no right, property, license, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant to the execution, performance, or non-performance of the Terms or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and you shall not encourage or assist others directly or indirectly to do so, during the lifetime of the Terms and thereafter. You shall not utilize the Marks or any similar marks in any manner that would diminish their value or harm their reputation. You shall not use or register any domain name, trademark, or service mark that is identical to or similar to any of the Marks.

## **10. Content Submitted by Users**

The Services may offer Users the opportunity to submit or post information to the Services, and to share information with other Users through message boards, Vendor advertisements and listings, and other means. You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information.

Any information submitted to the Services through any means is “Submitted Content.”

By posting Submitted Content, you expressly represent and warrant the following: (i) you are the owner, with all appurtenant rights thereto, of any and all Submitted Content; or (ii) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce, and distribute Submitted Content. You further represent and warrant that all persons and entities connected with the Submitted Content, and all other persons and entities whose names, voices, photographs, likenesses, works, services, and materials have been used in the Submitted Content or its exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the Submitted Content and the rights granted herein.

Users are solely responsible for their Submitted Content. We do not control the Submitted Content of Users. We are not a publisher of Submitted Content and we are not responsible for its accuracy or legality. You assume legal responsibility for and will indemnify us from all liabilities, losses, or damages incurred as a result of any of your Submitted Content.

## **11. Our License to Submitted Content**

By posting Submitted Content to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant to us, an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly

display, reformat, translate, excerpt (in whole or in part), and distribute such Submitted Content for any purpose and in any format on or in connection with the Services, our business, or the promotion thereof, to prepare derivative works of, or incorporate such Submitted Content into other works, and to grant and authorize sublicenses of the foregoing. Additionally, by providing Submitted Content, you authorize us to use the names, voices, photographs, likenesses, performances, and biographical data included in or associated with any Submitted Content in connection with the advertising, promotion, trade and other exploitation of the Submitted Content and the rights granted herein. You acknowledge that we may retain archived copies of your Submitted Content and may continue to use your Submitted Content in connection with any materials that were created prior to your removal of your Submitted Content, in accordance with the license described above.

We always want to receive messages and feedback from our Users and welcome any comments regarding the Services. Any ideas, suggestions, comments or proposals you send to us (collectively, "Submissions") are entirely voluntary and we will be free to use such Submissions as we see fit and without any obligation or compensation to you.

## **12. Rules Regarding Submitting Content**

By using our Services, you agree not to post any Submitted Content that you know is incorrect or not current.

You further agree not to post Submitted Content or take any action that:

- May create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, any other person or any animal;
- Is fraudulent, vulgar, obscene, unlawful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, is sexually or otherwise harassing or menacing, high-pressure sales tactics, humiliating to other people (publicly or otherwise), libelous, threatening, highly coercive, profane, or otherwise harmful to any Users or in any way violates the Nondiscrimination Policy set forth herein;
- Creates liability for us in any manner whatsoever;
- Violates or possibly causes us to violate any applicable law, statute, ordinance or regulation or encourages criminal conduct;
- Scans or tests the vulnerability or security of our Services or the system within which it operates or involves the upload, or insertion of, any programming language or code into or onto, our Services;
- Contains your personal information that you do not wish to be made public or to be displayed in accordance with the applicable settings that you indicate, or that contains another person's personal information or otherwise invades another's privacy;
- Contains any information (such as insider, proprietary or confidential information) that you do not have a right to make available due to contract, fiduciary duty, or operation of law;

- Advertises the products or services of others or contains links to third-party web sites or solicits business for products or services other than those that are offered and promoted on the Services
- Contains any computer hardware or software, viruses, Trojan horses, worms, spyware, or any other computer programming that may interfere with the operation of our Services or our systems and or create or impose a large burden or load on our Services or systems; or
- Infringes any third party's intellectual property rights including but not limited to copyright, patent or trademark right.

We reserve the right, but do not have the obligation to monitor, remove, or restrict any Submitted Content for any reason, including, without limitation, that your Submitted Content is in violation of these Terms or is otherwise inappropriate, as determined in our sole discretion.

You agree that any action or inaction by us or any of our directors, officers, shareholders, parents, subsidiaries, employees, consultants, affiliates, partners, agents or representatives (collectively, our “Representatives”) to prevent, restrict, redress, or regulate Submitted Content, or to implement other enforcement measures against any Submitted Content, is undertaken voluntarily and in good faith. Our Representatives may moderate Submitted Content, conduct, and compliance with these Terms at our discretion but they do not have any authority to make binding commitments, promises or representations on our behalf.

You expressly agree that Our Representatives and anyone else authorized to act on our behalf shall in no circumstances be liable as a result of any representation that we would or would not restrict or redress any Submitted Content, conduct or potential or purported violation of the Terms.

### **13. Tools & Changes to Services**

The Services offers several tools to Users (collectively, “User Tools”), some of which are provided by third parties. We are not responsible for the availability, suitability or effectiveness of any of these User Tools, whether provided by a third party or not.

In order to optimize Services operation, we are constantly testing and evolving the Services and the services offered on it. We reserve the right to modify or discontinue any User Tools or other services or features provided on the Services at any time without warning. You agree that we may make such changes and reverse or modify them at any time, without notice.

We are not responsible for any data you lose as a result of a malfunction of the User Tools or the Services or for any other reason or any consequential damages resulting from such data loss. You should always keep a back-up copy of all such information on your computer and in hard copy.

### **14. Fees & Payments**

**Members:**



- The Services provide links and interfaces to third-party payment processors such as Braintree/Pay Pal (“Payment Processors”) that may permit Users (e.g., wedding guests and other gift givers) (each, a “Gift Giver”) to send funds to other Users (e.g., couples or their representatives or designees) or third parties (e.g., charitable organizations selected by a User) (each of the foregoing, a “Beneficiary”). You acknowledge that while we provide links to such Payment Processors, we do not control and are not responsible for payments made or received through such Payment Processors. Any use of Payment Processor services by you: (i) may be subject to the fees set by the Payment Processor, (ii) is at your own risk, (iii) is subject to your agreement that we are not responsible for any fund transfers or anything else arising from or related to the services provided by a Payment Processor or third-party, and (iv) is subject to these Terms.
- Users acknowledge that they are submitting payment directly to the Beneficiary (via a third-party payment service or any other payment method) and therefore we are not responsible for lost payments, identity theft, fraud, or refunds.
- In order for a Beneficiary to receive cash or other payment from a User, the Beneficiary will be required to link to their payment account with a third-party payment processor. In addition, each User will complete every form, document, and online entry field in connection with a Cash Gifting Service and represents and warrants that all such information provided therein will be true, correct, and complete.

**Vendors:** Vendors with valid Vendor accounts may opt into additional paid services (“Premium Services”). Such Premium Services will be subject to additional terms.

We may add new services for additional fees and charges, or add or amend fees and charges for existing services, at any time in our sole discretion. In order to optimize the Services, we are constantly testing new initiatives and product offerings and may change the operation of the Services, including the order and manner in which advertisements appear on it, the way that services are delivered, and the way that new customers are charged for services. You agree that we may test, implement, remove or modify features on the Services at any time without notice.

*Payments for Fee-based Programs.* If you opt-in to a fee-based program, you irrevocably and expressly authorize us to debit or credit, as applicable, any monies to the account that you have identified. You agree that it is your responsibility to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Services. You agree that if you do not maintain a valid, non-expired card on file with us during any billing attempt, you may be subject to interest and penalties as enumerated below and we may suspend or terminate your access to any such fee-based program upon any payment default.

You irrevocably and expressly authorize us to withhold any monies and/or debit any monies from any account that you have identified for any charge backs, fees, costs, deductions, adjustments, and any other amounts owed to us. We reserve our rights to all actions and remedies in connection with any monies owed to us. You will indemnify,

defend and hold us harmless for any claims, demands or causes of actions that we take toward any identified account pursuant to this Section.

*Billing Policies.* You are responsible for paying any and all applicable fees as set forth in any agreement entered into (i) through the Services (including for any mobile application or goods or services provided by a Vendor to a Member (a “User Provided Service”) or (ii) by clicking through to another digital property or mobile application that requires payment, and applicable taxes associated with the Services in a timely manner with a valid payment method. Unless we state in writing otherwise, all fees and charges are nonrefundable and all fees are quoted in U.S. Dollars. All payments must be made by the methods specified within the Services. If you want to use a different debit or credit card, or there is a change in debit or credit card validity or expiration date, or if you believe someone has accessed the Services using your user name and password without your authorization, you must contact [policy@Wedstimate.com](mailto:policy@Wedstimate.com).

*Unpaid Fees.* If, for any reason, any fees you owe us have not been received or in any manner realized by us (“Unpaid Fees”), you agree to pay such Unpaid Fees immediately. In addition, we may charge interest, in the amount of 2.0% per month (or the maximum amount allowed by law), on any unpaid account balance that you maintain. Any partial payments made by Users will first be applied to the most recent fees owed to us, including interest. We reserve the right to waive or reduce the amount of any Unpaid Fees, penalties, or interest at any time. You also agree to pay any attorney fees, and other costs of collection incurred by us with respect to any Unpaid Fees. You also consent and authorize us, in our sole discretion, to make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. Notwithstanding the foregoing, the Company agrees that it will not charge any late fees or interest to a User’s credit card.

*Correcting Mistakes in Payments to Vendors and Members.* We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used for the erroneous refund or reimbursement. Users will look solely to other Users (including vendors) to resolve any payment errors made by such User, and we will have no liability for such errors.

*Payment and Third-Party Payment Processors.* Purchases made through the Services (including for any User Provided Service) may be processed through a third-party payment processor or other payment service provider (each, a “Payment Processor”). If applicable, you may be provided a notice when entering your payment information directing you to such Payment Processor’s terms of use and privacy policy. All payments are governed by the Payment Processor’s terms of use and privacy policy.

*Parties Relationship.* The applicable User, and not us, is responsible for delivering any purchased goods or providing any services. If you, as a User, choose to enter into a transaction with another User, you agree and understand that you will be required to enter into an agreement with such User and agree to any terms or conditions which may be imposed by such User. As a User, you acknowledge and agree that you, and not us, will be responsible for performing the obligations of such agreements, except as otherwise expressly set forth in the Terms.

*Charges on Your Account.* You are responsible for all charges incurred under your account made by you or anyone who uses your account. If your payment method fails or you are past due on amounts owed, we may collect fees owed using other collection mechanisms. Your account may be deactivated without notice to you if payment is past due, regardless of the dollar amount. You are also responsible for paying any taxes imposed on your use of the Services or any services contained therein (including for any Vendor Provided Service), including, but not limited to, sales, use or value-added taxes. To the extent we are obligated to collect such taxes, the applicable tax will be added to your billing account.

*Authorization; Payment Processing.* You expressly authorize us to debit or credit any monies from the payment method you have chosen. Authorization to charge your chosen payment method account will remain in effect until you cancel or modify your preferences within the Services; provided, however, that such notice will not affect charges submitted before we could reasonably act. The Vendor shall be responsible for all fees associated with the processing of the payment method, including payment processing and associated bank fees.

*Automatic Membership Renewal ("Auto-Renew").* If you are a Vendor and you enter into a Terms of Purchase (TOP) / Terms of Sale (TOS) agreement with us, any terms in those TOP /TOS documents relating to automatic renewal or the explicit lack thereof, will prevail. Absent such terms, Vendor memberships may renew automatically for successive periods. Without limiting the foregoing, if you sign up, upgrade, or renew your membership, you are automatically entered into our auto-renew program unless otherwise specified in the applicable terms or agreement. This means that, unless otherwise specified in the applicable terms or agreement, we will charge your selected payment method at the start of each new membership term and during the membership term. To avoid having fees billed for the renewal term to your selected payment method, you must cancel your subscription before it renews as indicated in the applicable terms or agreement. You may cancel your membership by contacting us at [info@wedstimate.com](mailto:info@wedstimate.com) If you are enrolled in a monthly or other periodic payment plan and you decide to cancel during the membership period, you acknowledge and agree that, unless otherwise agreed in writing, you may continue to be billed on a monthly or other applicable periodic basis until your originally scheduled membership expiration date. Renewal pricing terms are subject to change, with notice, prior to the beginning of the next billing period.

### **15.1. Text Messaging**

By using the Services, you agree that we and those acting on our behalf may, in certain circumstances, send you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. You may not be able to use the Services without agreeing to receive operational text messages. Users of the Services may also send you text messages through the Services.

You may opt-out of receiving marketing text messages at any time by texting STOP to any text message from us or sending an email to [legal@Wedstimate.com](mailto:legal@Wedstimate.com), indicating that you no longer wish to receive marketing texts along with the phone number of the

mobile device receiving the messages. You may continue to receive text messages for a short period while we process your request, and you may also receive text messages confirming the receipt of your opt-out request. If you do not want to receive operational text messages from us, do not use the Services. Text messages may be sent using an automatic telephone dialing system. Your agreement to receive marketing texts is not a condition of any purchase or use of the Services. Carriers, text messaging platforms, and WW and its Representatives. If you change or deactivate the phone number you provided to us, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your mobile network operator for details.

## **15.2. E-SIGN Disclosure**

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by sending a message to [policy@Wedstimate.com](mailto:policy@Wedstimate.com). To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, please contact us via [policy@Wedstimate.com](mailto:policy@Wedstimate.com) with contact information and the address for delivery.

## **16. Coupons & Discounts**

We may allow you to receive promotional coupons ("Coupons"), or other promotions or discounts ("Discounts") that may be used to purchase goods and services from us or third parties ("Coupon Vendors"). Additional terms and conditions may be contained on each Coupon or Discount. Any violation of the terms and conditions will make the Coupon Discount void. We are not responsible for lost or stolen Coupons. Coupons or Discounts are not redeemable for cash. Only one Coupon or Discount per redemption. A Coupon or Discount is automatically void if prohibited by law. A Coupon or Discount may not be used for alcohol, tips, taxes, and any other statutory limitations. You acknowledge and agree that we may stop (permanently or temporarily) providing the Coupons or Discounts to you or to users generally at our sole discretion, without prior notice to you.

## **17. Disclaimers of Warranties**

THE SERVICES ARE PROVIDED FOR ENTERTAINMENT, EDUCATIONAL, AND PROMOTIONAL PURPOSES ONLY. WW AND ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES, OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, CONSULTANTS, PARTNERS, AGENTS, OTHER OF OUR REPRESENTATIVES, OR CONTENT OR SERVICE PROVIDERS (THE "LIMITED PARTIES"), ARE NOT THEMSELVES PROVIDERS OF HEALTH CARE OR TELEHEALTH SERVICES, AND THE SERVICES ARE NOT INTENDED TO, AND DO NOT CONSTITUTE COUNSELING OR THERAPY OR HEALTH, MEDICAL, OR LEGAL ADVICE. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. WHILE WE ENABLE USERS TO COMMUNICATE WITH ONE ANOTHER, WE

ARE NOT RESPONSIBLE FOR MONITORING SUCH INFORMATION AND COMMUNICATIONS, AND WE ARE NOT A PARTY TO TRANSACTIONS OR INTERACTIONS THAT MAY OCCUR BETWEEN USERS, WHETHER ONLINE OR OFFLINE. ADDITIONALLY, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT ANY VENDOR IS LICENSED, QUALIFIED, INSURED OR CAPABLE OF PERFORMING ANY PRODUCT OR SERVICE, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE EXPERTISE, PROFESSIONAL QUALIFICATIONS, OR QUALITY OF WORK OF ANY VENDOR, OR THE SUITABILITY, RELIABILITY OR ACCURACY OF THE PRODUCTS AND SERVICES THEY PROVIDE. WE PROVIDE THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT PROVIDED, DISPLAYED, OR GENERATED THROUGH THE SERVICES, OR ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SERVICES, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT). THIS MEANS THAT WE MAKE NO PROMISES THAT:

- THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME,
- THE SERVICES WILL MEET ANY PARTICULAR REQUIREMENTS OR PROVIDE ANY PARTICULAR RESULTS,
- THE INFORMATION ON THE SERVICES WILL BE ACCURATE OR UP TO DATE,
- THE SERVICES OR THE INFORMATION TRANSMITTED TO OR FROM THEM OR STORED ON THEM WILL BE SECURE FROM UNAUTHORIZED ACCESS,
- INFORMATION AND CONTENT THAT YOU STORE IN YOUR ACCOUNT OR ON THE SERVICES WILL REMAIN RETRIEVABLE AND UNCORRUPTED, OR
- THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED.

ALTHOUGH WE TRY TO ENSURE THAT THE INFORMATION POSTED ON THE SERVICES IS ACCURATE AND UP-TO-DATE, WE RESERVE THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION (INCLUDING PRICING) AT ANY TIME. WE CANNOT, AND DO NOT, GUARANTEE THE CORRECTNESS, TIMELINESS, PRECISION, THOROUGHNESS OR COMPLETENESS OF ANY OF THE INFORMATION AVAILABLE ON THE SERVICES, NOR WILL WE BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE SERVICES. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WHILE WE MAKE EVERY EFFORT TO GUARANTEE AVAILABILITY, PRICE, AND QUALITY OF ITEMS SOLD BY US THROUGH THE SERVICES, UNFORESEEN CIRCUMSTANCES MAY WARRANT MODIFICATIONS

AT ANY TIME, AND PRODUCTS AND SERVICES MAY VARY SLIGHTLY IN COLOR AND SIZE.

SOME JURISDICTIONS, INCLUDING NEW JERSEY, HAVE LAWS THAT MAY APPLY TO THE SERVICES AND THAT DO NOT ALLOW CERTAIN PROVISIONS SUCH AS LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN WARRANTIES, AMONG OTHERS. TO THE EXTENT THAT A LIMITATION, EXCLUSION, RESTRICTION OR OTHER PROVISION SET OUT HEREIN IS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SUCH LIMITATION, EXCLUSION, RESTRICTION OR PROVISION MAY NOT APPLY TO YOU.

## **18. Limited Liability**

IN NO EVENT SHALL WE OR ANY OF OUR LIMITED PARTIES (AS DEFINED ABOVE), BE LIABLE TO YOU OR ANYONE ELSE FOR DIRECT, INDIRECT DAMAGES, LOST PROFITS, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF OR INABILITY TO USE THE SERVICES, FOR USE OF COUPONS, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION CONTAINED ON THE SERVICES, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. OUR LIABILITY, AND THAT OF THE LIMITED PARTIES (AS DEFINED ABOVE), TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR \$100, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

You are solely responsible for your interactions with other Users, and we are not a party to any such disputes. We reserve the right, but do not have any obligation, to monitor disputes between you and other Users. Any and all communications, correspondence, verbal or written, or any warranties or representations, made with regard to products and services offered through the Services by Users are not provided by us and are specifically and solely between the Users. We have no liability for your interactions with other Users, or for any User's action or inaction.

You agree to release the Limited Parties from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any disputes between you and any third parties or in any way related to goods, services, or events involving third parties.

If you are a California resident, you waive California Civil Code §1542, which states that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For avoidance of doubt, any disputes directly with us shall be handled in accordance with these Terms.

FOR THOSE JURISDICTIONS THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL, RECKLESS MISCONDUCT, OR GROSS NEGLIGENCE OF THE COMPANY.

## **19. Indemnity**

You agree to indemnify, defend, and hold us and the Limited Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of your use of the Services, including but not limited to (i) your advertising, provision of or failure to pay for goods or services promoted on the Services; (ii) claims that any of your Submitted Content includes materials owned by third parties without authorization, was defamatory or harassing, or otherwise violated the rights of any third party or (iii) your breach of these Terms, or applicable law, by your or by someone accessing the Services via your account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you agree to cooperate with us in defending such claims. These indemnification, defense, and hold harmless obligations will survive these Terms and the termination of your use of the Services.

## **20. Suspension or Termination of Access and Remedies**

We have the right to deny access to, and to suspend or terminate your access to, the Services, or to any features or portions of the Services, and to remove and discard any content or materials you have submitted to the Services, at any time and for any reason or for no reason and without notice to you. Actions that may result in the rejection or removal of your participation can include, but are not limited to: any violation of the Terms; your creation, maintenance and/or management of more than one account; your non-payment in full any unpaid fees; any attempt by you to improperly influence, or cause another to improperly influence the feedback of Members; your unethical conduct, to be determined at our sole discretion; or any attempt by you to harass, or cause another to harass, or have inappropriate communications with a Member

In the event that we suspend or terminate your access to and/or use of the Services, you will continue to be bound by the Terms that were in effect as of the date of your suspension or termination. In the event we suspend or terminate your account or the Terms, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Services, any content or data associated with your account or for anything else, unless applicable terms provide otherwise.

If you are a Vendor, after your relationship with us is terminated for any reason, we shall be entitled to retain and display all reviews associated with you on the Services as well as basic directory information, including, without limitation, business name, mailing address, website address and telephone number.

Remedies for use of our Services that violate the Terms include, but are not limited to, the immediate termination of your membership, notifying our Users of your actions, issuing a warning (including a public warning), temporarily suspending your membership, monetary compensation, and injunctive relief.

## **21. Governing Law; Venue and Jurisdiction**

By using the Services, you agree that the laws of the State of Maryland, without regard to principles of conflict of laws of any state or jurisdiction, will govern the Terms and any dispute of any sort that might arise between you and us or any of our affiliates. With respect to any disputes or claims not subject to arbitration, you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Maryland, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Maryland.

## **22. MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

*Application.* You and we agree that these Terms affect interstate commerce and that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This section entitled “Mandatory Arbitration and Class Action Waiver” is intended to be interpreted broadly and governs any and all disputes between you and us. Any and all disputes may include, but are not limited to (i) claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and (iii) claims that may arise after the termination of these Terms. The only disputes excluded from the broad prohibition in this subsection entitled “Application” are the litigation of certain intellectual property and small court claims, as provided in the subsection entitled “Exception” below.

*Initial Dispute Resolution.* Most disputes can be resolved without resorting to arbitration. If you have any dispute with us, you agree that you will try to resolve your dispute with us before taking any formal action by contacting us at Wedstimate Disputes, Attn: Legal Department, 1150 Clay Street, Unit 1404 Oakland, CA 94612 or [info@wedstimate.com](mailto:info@wedstimate.com). When you contact us, you must provide a brief, written description of the dispute and your contact information. If you have an account with us, you must include the email address associated with your account. Except for intellectual property and small claims court claims (see the subsection entitled “Exception” below), you and we agree to use good faith efforts to resolve any dispute, claim, question, or disagreement directly through consultation with each other. You and we agree to engage in good faith discussions before initiating a lawsuit or arbitration and understand that good faith discussions are a precondition of initiating a lawsuit or arbitration.

*Binding Arbitration.* If we do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided in the subsection entitled “Exception” below), as long as the party agrees with the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms’ formation, performance, and breach), the parties’ relationship with each other, and/or your use of



the Services shall be finally settled by binding arbitration administered by JAMS in accordance with either (i) the JAMS Streamlined Arbitration Procedure Rules, for claims that do not exceed \$250,000; or (ii) the JAMS Comprehensive Arbitration Rules and Procedures, for claims exceeding \$250,000. The JAMS rules and procedures just identified shall be those effect at the time the arbitration is initiated (not the Last Modified date of these Terms), excluding any rules or procedures governing or permitting class actions.

*Arbitrator's Powers.* The arbitrator (and not any federal, state, or local court or agency) shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms. Such disputes may include, but are not limited to, any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

*Filing a Demand.* To start an arbitration, you must do all three of the following: (i) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (ii) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 1155 F Street, NW, Suite 1150, Washington, DC 20004; and (iii) Send one copy of the Demand for Arbitration to us at: Wedstimate Disputes, Attn: Legal Department, 2 Wisconsin Cir., 3rd Floor, Chevy Chase, MD 20815.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, we will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Maryland, United States, and you and us agree to submit to the personal jurisdiction of any federal or state court in Maryland in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

*Class Action Waiver.* YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

This means that you and we expressly waive any rights to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

*Exception:* Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights. "Intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets—but does not include privacy or publicity rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**30-Day Right to Opt Out.** 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 at Wedstimate Disputes, Attn: 1951 Telegraph Avenue, Unit 405, Oakland, CA 94612. Your written notice must have the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (i) the Effective Date of these Terms; or (ii) your first date that you used the Services that contained any versions of the Terms that included this version of the Mandatory Arbitration and Class Action Waiver, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with this section entitled "Mandatory Arbitration and Class Action Waiver." If you opt out of these arbitration provisions, we also will not be bound by them.

*Changes to This Section.* We will provide thirty (30) days' notice of any material changes to this section by posting notice on the Services or informing you via email, and complying with any other applicable legal notice or consent requirements. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day.

If a court or arbitrator decides that this subsection ("Changes to this Section") is not enforceable or valid, then this subsection will be deemed to be severed from the section entitled "Mandatory Arbitration and Class Action Waiver." If this happens, the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section or similar section in existence after you began using the Services.

*Survival.* This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

## **23. Claims of Copyright Infringement — DMCA Notice**

We take claims of copyright infringement seriously and will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of

those materials from the Services by submitting written notification to our Copyright Agent (designated below).

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Completed notices should be sent by email to: [info@wedstimate.com](mailto:info@wedstimate.com) or by mail at: Wedstimate, Attn: Legal Department, 1951 Telegraph Avenue, Unit 405, Oakland, CA 94612.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An 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 access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside

outside the United States for any judicial district in which the Services may be found) and that you will accept service from the person (or an agent of that person) who provided the Services with the complaint at issue.

Completed Counter-Notices should be sent by email to: [copyright@Wedstimate.com](mailto:copyright@Wedstimate.com) or by mail to: Wedstimate, Attn: Legal Department, Two Wisconsin Circle, 3rd Floor, Chevy Chase, MD 20815.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice. If you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

#### **24. Linked Websites**

The Services may contain links to other websites or to third-party sellers of products and services. Such links are provided for your convenience only. You access such links at your own risk. We are not responsible for, and do not endorse, the content of any such sites, or the products and services sold on them. We are not responsible for the availability or accuracy of the content on such sites. When you visit a linked site, you should read the terms of use and privacy policy that govern that particular linked website.

#### **25. The Services Do Not Provide Medical Advice**

- The Services are not intended to provide instructions in the event of an emergency. If you believe you may have a medical emergency, call 911 or your local emergency medical system immediately.
- The Services are not an attempt to practice medicine or provide specific medical advice, nor does the use of the Services constitute the provision of treatment to a user or establish a doctor-patient relationship. For medical treatment or answers to personal questions, we strongly encourage you to consult with a qualified health care provider. For advice about your own care, please consult with your doctor.
- The Services are for your own general, personal, and educational purposes only. The Services should not be used as a substitute for a visit with, or the diagnosis or treatment by, a qualified health care provider.
- Application of or reliance on any of the content, techniques, ideas, or suggestions accessed through the Services is at your sole discretion and risk. Do not delay or forgo seeking medical care from a health care provider if you have questions, concerns, or symptoms related to health topics or information that may be presented or referenced on the Services.
- The Services are not intended to provide a substitute for your own sound and reasonably prudent judgment, and are not intended to be for diagnosis or treatment. Persons using the Services assume full responsibility for the

use of the Services, materials and other information provided, and agree that WW, and its Representatives are not responsible or liable for any claim, loss, or damage arising from their use. Your reliance on the Services obtained or used by you is solely at your own risk except as provided by law.

## 26. General Provisions

- *Statute of Limitations.* You agree that regardless of any law to the contrary (including any relevant statutes of limitation), any claim or cause of action that you may have arising out of or related to the use of the Services, or these Terms, must be filed by you within one (1) year after such claim or cause of action accrued or be permanently barred.
- *Section Headings.* The section headings used herein are for convenience only and shall not be given any legal import.
- *Changes.* We retain the right to revise our Services, product and/or service offerings, including the tools made available to you, at any time for any reason including without limitation to comply with any applicable law or regulation. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance.
- *No Agency.* You hereby agree and acknowledge that your provision of services and/or your use of the Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship with us and furthermore that no affiliation, association or connection exists between you and us. In no event shall you have authority to bind, commit, contract for, or otherwise obligate us in any manner whatsoever.
- *Electronic Communications.* The communications between you and us via the Services use electronic means, whether you visit the Services or send us an email, or whether we post notices on the Services or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.
- *No Third-Party Beneficiaries.* The Terms are not intended to benefit any third party, and do not create any third-party beneficiaries. Accordingly, the Terms may only be invoked or enforced by you or us.
- *No Assignment.* The Terms are personal to you and you may not assign them to anyone.
- *No Modification by Trade Usage/Prior Course of Dealing.* The Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Terms by its express terms.
- *Failure to Enforce.* Our failure to enforce at any time any of the provisions of the Terms, to exercise any election or option provided herein, or to require at

any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.

- *Unenforceability.* If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- *Prevailing Terms.* To the extent of any conflict between the Terms in the Terms and any other document made a part of the Terms by its express terms, the Terms of the Terms shall prevail except as otherwise stated in the Terms or when the other document specifically states that it shall prevail.
- *Entire Agreement.* These Terms and any additional terms and conditions that are referenced herein or otherwise may apply to specific areas of the Services, constitute the entire agreement between us and you with respect to the Services.

## **27. Account Flagging System**

Our Services are self-policed by our Users via a flagging system. The flagging system is used to communicate the policies of the Terms. Users are able to "flag" certain texts/content that do not comply with the Terms. A "Flag as Inappropriate" link will appear on certain pages. When accessed, the popup window will appear asking the user to specify the reason for the violation. This information will then be sent to us for investigation. If in our sole discretion we deem the violation legitimate, either a warning, suspension or membership termination may be issued to the violating User. You agree not to flag any content that you do not in good faith believe is inappropriate.

## **28. Rating and Review Disputes**

If you undermine the integrity of our Rating and Review system in any way, your membership or subscription may be suspended or terminated. Each Vendor acknowledges that your Rating and Review ("feedback") consists of opinions left by other Members and a machine calculated feedback score. You further acknowledge that we do not make judgments on the truth or accuracy of opinions or statements.

## **29. Feedback Rules**

- Members may only leave one feedback item per unique transaction, whether positive, neutral, or negative, for any other Vendor.
- The Member leaving the review must have conducted business with the Vendor and be able to provide proof of that business, such as a signed contract or formal proof of payment (i.e., cashed check, credit card statement, paid invoice, or receipt). We do not accept editable documents or email correspondence. We reserve the right to request additional information regarding proof of business.
- By submitting feedback, you agree that feedback is subject to compliance audit by our Compliance Team at any time. Any feedback item investigated by our Compliance Team may be temporarily or permanently removed.

To protect the integrity of the Rating and Review system, we will only consider removing a feedback item under the following scenarios:

- If feedback posted contains language that is profane, vulgar, discriminatory or contains adult material.
- If we receive a court order directing us to remove or modify the feedback.
- If feedback contains confidential information about another user or references litigation or court proceedings.
- If feedback posted seeks to elicit or solicit any Member's contact information, such as other Member email addresses, for any non-Services related commercial or business purposes, or to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters"
- If we cannot reach the Member who left feedback, or the Member fails to validate that the business was conducted with the Vendor within two months from the date that we first attempt to contact such Member as part of the dispute process.
- If feedback contains personally identifiable information of other members, personnel of Vendors or any other person. Personally identifiable information includes, but is not limited to, full names, date of birth, physical addresses, email addresses, credit card numbers, social security numbers or any other identification number provided by a government.
- If required pursuant to the Section entitled "Claims of Copyright Infringement" in these Terms.

### **30. Filing a Ratings and Review Dispute**

Members may use the built-in Review Dispute Tool provided in our Vendor interface to initiate a Review Dispute or send an email to [info@wedstimate.com](mailto:info@wedstimate.com). All Vendors in receipt of a feedback item will have the opportunity to respond publicly to the feedback within our interface.

### **31. Manipulating Ratings and Reviews**

You acknowledge and agree that the Services are a neutral venue and that all transactions for services are made by and between you and other Members only and, therefore, we cannot, do not and will not make any comments on behalf of you or your services. As a consequence, you acknowledge that the key component and integrity of the Services is the ability of Members to leave Rating and Review about you and/or your services (whether positive, neutral or negative) and for other Members to read and evaluate those feedback reviews and make voluntary choices based upon that feedback. Therefore, in order to preserve the key component and integrity of the Services, you shall not:

- Attempt to restrict in any way a Member's right to post a review, by contract or otherwise;
- Offer a Member cash or other compensation or thing of value in any form in exchange for a more favorable review;

- Post and/or cut and paste and/or copy the content of a Member feedback review from the Services to your own personal or business site, to any other third party website and/or to or on any of your own personal, business or third-party marketing/advertising materials, regardless of the form;
- Attempt to gain feedback by receiving multiple feedback from the same member;
- Post or attempt to post, in any manner or by any means, a feedback review on your own account; or
- Misrepresent or impersonate another Member

## **32. Community Guidelines**

By using or accessing the Services, you confirm your agreement to be bound by our Community Guidelines, found at <https://www.Wedstimate.com/legal>. There are rules of conduct that all Users are required to follow when using the Services and posting any content on the Services. The Community Guidelines are incorporated herein by reference and therefore are part of the Terms. If you do not agree to these Terms, please do not use the Services.

## **33. Messaging Payment Services**

*The Service.* We may, from time to time, at our discretion, offer a service whereby Vendors can, through our messaging functionality, invoice or request payments from Members and/or Members can, through our messaging functionality, make payments to Vendors for services performed or to be performed by Vendor ("Messaging Payment Services"). The Messaging Payment Services are in addition to other payment services offered on the Services. These Messaging Payment Services can only be used by Vendors and Members located in the United States who are United States citizens or entities, and will only send or receive payments in United States Dollars.

*Parties Relationship.* We are not a party to any such transactions between Users using the Messaging Payment Services or otherwise, and we have no liability for such transactions. We specifically disclaim any liability relating to Members' or Vendors' compliance with law or regulation, delivery of goods or services, or payment obligations. The Messaging Payment Services are provided "as is" without warranty, express or implied.

*Compliance with Laws.* You agree not to use the Services or Messaging Payment Services except as authorized by United States law, the laws of the jurisdiction in which you reside or engage in commerce, any other applicable law, and these Terms. Specifically, but without limitation, you agree not to send or receive funds for the benefit of any person, entity, organization or country embargoed or blocked by any government, including any person, entity or country on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC), to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List, or to any other person, entity, or country designated by Wedstimate or the Third Party Services. You represent and warrant that: (i) neither you nor the party with whom you transact with using the Messaging Payment Services are located, nor will the transaction take place, 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree to comply with any relevant export control laws in your local jurisdiction. You agree that you will not, and you will not assist, enable, or encourage others to: (1) conduct any activities that are abusive, deceptive, or fraudulent; (2) violate or circumvent any applicable laws or regulations, agreements with third parties, third-party rights or the Terms or Privacy Policy; (3) use the Services or Messaging Payment Services for any personal, household, or commercial or other purposes not permitted by these Terms; (4) register or use any payment method that is not yours or that you do not have authorization to use; (5) circumvent any of the technologies, policies or features of the Services, the Messaging Payment Services or Third Party Services; (6) take any action that adversely affects the performance or functioning of the Messaging Payment Services; or (7) violate the rights of or cause harm to any person or entity.

*Liability.* Each Member is responsible for any activity initiated by itself, its representative or anyone using its credentials and is liable for any losses incurred by us through the use of our credentials. You should conduct any investigation necessary of any Vendor before initiating a payment through the Messaging Payment Services. You agree that neither the Company nor its Third Party Services shall be liable for the actions or omissions of Vendors using the Messaging Payment Services or the Services or for any losses resulting from Vendor's acts or omission relating to the goods, services, or events contemplated, arranged or contracted for using the Messaging Payment Services.

*Refunds.* Members may only cancel or seek refunds for payments made using the Services or Messaging Payments Service in accordance with the Messaging Payments Service Refund Policy, which will generally be provided on the Services at the time of payment and in receipts. Otherwise, the Member agrees that ALL TRANSACTIONS USING THE SITE AND MESSAGING PAYMENTS SERVICE ARE FINAL and no returns, refunds, or cancellations may be made.

*Indemnification.* Members agree to indemnify, defend and hold harmless the Company and its Representatives harmless from any claim or demand, including reasonable attorneys' fees, due or related to, or arising from, in any manner, in whole or in part: (a) your breach of any of the Terms relating to the Messaging Payment Services; (b) your improper use of the Messaging Payment Services; (c) our collection of taxes relating to the Messaging Payment Services; and (d) your breach of any laws, regulations, or third party rights in use of the Messaging Payment Services.

### **34. Contact Us**

If you have any questions or comments regarding these Terms, you can contact us at [info@wedstimate.com](mailto:info@wedstimate.com).