

# Terms and Conditions

Effective 7/15/2021

Winners Webs LLC (referred to herein and in sources external to this document as “WW”) as organized under the laws of the State of Wyoming, United States of America, and operating under the laws of the United States of America offers and provides a variety of products and services to entities including businesses, nonprofit organizations and sole proprietors (referred to herein and in sources external to this document as “Entity” and “Entities”). The products provided by WW including Nothing Fancy Websites, Something Fancy Websites, Really Cool Ads and Interviews, and the accompanying services to these products as well as additional WW services are all collectively and each independently referred to herein and in sources external to this document as “Products and Services”. Mentions herein of “we”, “us” and “our” are pronouns for Winners Webs LLC. Mentions herein of “you”, “your” and “yours” are pronouns for Entities that have been provided at any time with Products and Services and/or consider being provided with Products and Services. Agreement and adherence to all WW terms, conditions and policies including those privacy-related, product-specific and service-specific are required and implied for Entities that have been provided at any time with Products and Services and/or are seeking provision of Products and Services. This document establishes and maintains contractual agreement between Winners Webs LLC and Entities regarding Products and Services. If at any point during your examination of this document you believe that you may have neither the competence nor capacity to fully understand it, please seek legal counsel.

## Content

The photos, images, graphics, illustrations, video, audio, text, slogans/taglines, digital media, design patterns and all other pieces of intellectual property associated with your Entity including trademarks, copyrights and patents existing in any digital and/or physical state are all collectively referred to herein as “Content”. Content also refers to all the ways in which we will redistribute, remix, reproduce, repurpose, adapt, copy, mutate and store your Content. Content may be referenced in sources external to this document.

## Offer and Acceptance

The offers, prices, costs, fees, features, functionalities, methods, deliveries, timeframes, suggestions, persons, terms and conditions regarding all Products and Services are wholly authorized, decided, denied, determined, discontinued, enacted, enforced, modified, provided and terminated at will with and/or without notification throughout time by the sole discretion of Winners Webs LLC. In any such event of discontinuation, modification, termination and/or unauthorization of your Products and Services either by you and/or us, we will provide neither refund(s) nor reimbursement(s). By being provided at any time with Products and Services and/or considering being provided with Products and Services you accept these terms and

conditions presently and throughout the future, otherwise it is solely your responsibility to decline these terms and conditions and resultantly to decline Products and Services.

## Outcome Suggestions

Although at times we may make suggestions as to the outcomes of your Products and Services, such as suggesting that it/they will generate more sales than the cost of the Products and Services, we do not guarantee any outcomes of your Products and Services on neither any metric nor any quality including but not limited to sales, revenues, profits, losses, conversions, leads, visitors, search engine optimization (also known as "Search Engine Optimization" and "SEO"), click-through rates, view-through rates, views, impressions, reach, public relations, customer relations or employee relations. We are not to be held responsible legally and/or otherwise such as through public relations for your sales, revenues, profits, losses and/or any such aforementioned outcomes; more information on liabilities is presented in the Liabilities subsection within the Legal Intent section of this document.

## Monetization

If it is valid and agreed upon by both you and us that your Nothing Fancy Website/Something Fancy Website functionally sells products and/or services (commonly known as "e-commerce") and/or WW is selling on your/our behalf a/some non-fungible token(s) (commonly known as "NFTs") owned by you, then we will distribute monetization to you accordingly. In all other cases we will not distribute nor in any way be expected, required or liable to provide any form of monetization that may or may not be received either directly and/or indirectly from our publishing, displaying, and/or any other use of your Content, nor will we distribute any form of currency, coins, tokens, assets, shares, rights and/or anything else in any way for any results produced by us through any means. As an example, if we display your Content either in full or in part on YouTube and receive any amount of revenue from the YouTube Partner Program, you are not entitled to and will not receive the associated revenue either in full and/or in part.

## Content Usage

In order to provide you with Products and Services, you agree to grant us irrevocable and unconstrained rights, access and use of your Content throughout time (through the past, present and future) as accessed on any medium including but not limited to social media platform(s), review site(s) such as Yelp and website(s) associated with your Entity, as well as privately accessed by us such as (but not limited to) through email(s), message(s) and communication(s) sent from you to us. With regard to policies, terms and conditions of all third party organizations as well as licenses you agree that we shall inherit without any liability the same rights to content (including but not limited to storage, usage and distribution) provided to you through organizations and/or licenses. Regarding any and all Content (including but not limited to your use of Content, our use of Content and/or content perceived by us to be associated with your Entity), you agree to wholly accept all liabilities, responsibilities and inquiries initiated by any governing body and/or entity.

If Products and Services is/are discontinued, modified, terminated and/or unauthorized for any reason by either you or us, we retain all rights to continue publishing, displaying and using your Content. For example, if your Content appears in a video that we have uploaded to YouTube prior to any termination between you and us, we are not to be requested and/or required in any way legally and/or otherwise to delete and/or modify the Content. After any discontinuation, modification, termination and/or unauthorized between you and us all terms and conditions set forth in the previous Monetization section of this document remain in effect.

## Your Responsibilities

### Payments

On time payments made in full are required for the creation and provision of Products and Services. Payments are invoiced and collected through our payment processor.

Subscription-based invoices facilitate recurring, automatic payment collection for items such as monthly fees and also at times one-off Products and Services. Presently we do not store invoices or receipts for your retrieval, so we highly recommend that you download invoices and receipts as they are sent to you from our payment processor.

### Lawful Use

You agree to use our Products and Services lawfully. We are not in any way liable for your use of Products and Services, nor are we liable for any illegal dealings associated with your Entity. Products and Services are not authorized for Entities involved in illegal dealings, whether potentially illegal or certainly illegal. Potentially illegal dealings, as an example, would be a business involved with pornography, and thus businesses involved with pornography are not authorized for Products and Services. If Products and Services are in any way illegal in your jurisdiction(s) or the jurisdiction(s) in which your Entity will utilize them, it is solely your responsibility to decline these terms and conditions and resultantly to decline Products and Services.

### Domain Name Transfer — Nothing Fancy Websites and Something Fancy Websites

If we have registered your domain name and you would like for us to transfer this registration to you, you agree that upon your transfer request we will unlock your domain for transfer. You further agree to pay the inbound transfer fee by the domain name registrar of your choice, and to consult their support mediums for assistance with the process if assistance is desired.

In any event of website service cancellation without transfer of your domain name to you, our registration of your domain name will expire when its registration term ends at a point between

0-365 days after cancellation. If you wish to preserve the registration of your domain name, we highly recommend that you seek domain name transfer prior to cancellation. For domain name transfers please contact us at [contact@winnerswebs.com](mailto:contact@winnerswebs.com) with your transfer request.

## Legal Intent

### Third Parties

WW utilizes third parties such as Google and Stripe for products and services such as domain name registration, web server provisioning and payment processing. You consent to all effective agreements, terms, conditions and policies of our associated third parties.

### Privacy

We make efforts to observe privacy-related laws and rights such as the California Consumer Privacy Act (CCPA) for the conditions in which laws and/or rights are applicable. We may access, collect, store and use information pertaining to you and your website's users. You agree to abide by any WW privacy-related policies in sources external to this document.

### Liabilities

You'll indemnify Winners Webs LLC and its members, directors, officers, managers, employees, and contractors for any third party legal proceedings (including actions by government authorities) arising out of and/or relating to these terms and conditions as well as any other WW agreements in effect such as additional service-specific terms, and/or additional product-specific terms. This indemnity covers all expenses, losses and liabilities arising from claims, damages, cyber attacks, judgments, fines, litigation costs, and legal fees.

Winners Webs LLC won't be responsible for the following liabilities:

- loss of profits, revenues, business opportunities, goodwill, and/or anticipated savings
- indirect and/or consequential loss
- punitive damages

### Disputes

Regardless of any conflicting laws, Wyoming law will govern all disputes arising out of and/or relating to these terms and conditions as well as all other WW agreements, terms, conditions and policies in effect such as privacy-related, product-specific and service-specific. These disputes will be resolved exclusively in the federal and/or state courts of Wyoming, United States of America, and you and Winners Webs LLC consent to all jurisdiction(s) in those courts.