

Wife Material Terms of Service

An Introduction to Wife Material's Terms of Service

Welcome to Wife Material! Here is a quick summary of the highlights of our *Terms of Service*:

- ***Our mission is to provide a platform where people that meet and hopefully find a life partner.*** Wife Material provides a platform to enable you meet people who are interested in having a serious relationship and hopefully marriage.
- **You own the content that you post;** you also grant us and other users of the Wife Material platform certain rights and license to use it. The details of these licenses are described in section 3(c) below.
- **You are responsible for the content that you post.** This includes ensuring that you have the rights needed for you to post that content and that your content does not violate the legal rights of another party (for example, defamation) or any applicable laws.
- **You can repost content from Wife Material elsewhere,** provided that that you attribute the content back to the Wife Material platform and respect the rights of the original poster, including any “not for reproduction” designation.
- **You agree to follow the rules of our platform.** When you use the Wife Material platform, you also agree to our *Terms of Service*, accept our [Privacy Policy](#).
- **We offer tools for you to give feedback and report complaints.** If you think someone has violated your intellectual property rights, other laws, or Wife Material's policies, you can initiate a report in the App.

We are pleased that you want to join the Wife Material platform and encourage you to read the full *Terms of Service*.

Wife Material Terms of Service

Last Updated: April 15, 2020

Welcome to Wife Material! Wife Material is a platform designed to help people find a life partner.

These terms of service (“Terms of Service”) sets forth the agreement (“Agreement”) between you and Wife Material Technology Resources, Ltd. (“Wife Material” “we” or “us”). It governs your use of the products and services we offer through our web and applications (collectively the “Wife Material Platform”).

Please make sure to read it, because, by using the Wife Material Platform, you consent to these terms.

- **The Mission of the Wife Material Platform**
Our mission is to provide a platform where people that meet and hopefully find a life partner. Wife Material provides a platform to enable you meet people who are interested in having a serious relationship and hopefully marriage.

- **Using the Wife Material Platform**

- a. **Who Can Use It.** Use of the Wife Material Platform by anyone under 18 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to this Terms of Service and affirm that they accept this Agreement on your behalf and bear responsibility for your use.
- b. **Registration.** When you set up a profile on the Wife Material Platform, you will be asked to provide certain information about yourself. You agree to provide us accurate information, including your real name, when you create your account on the Wife Material Platform. We will treat information you provide as part of registration in accordance with our [Privacy Policy](#). You should take care in maintaining the confidentiality of your password.
- c. **Privacy Policy.** Our privacy practices are set forth in our [Privacy Policy](#). By use of the Wife Material Platform, you agree to accept our [Privacy Policy](#), regardless of whether you are a registered user.
- d. **Termination.** You may close your account at any time by going to account settings and disabling your account. We may terminate or suspend your Wife Material account if you violate any Wife Material policy or for any other reason.
- e. **Changes to the Wife Material Platform.** We are always trying to improve your experience on the Wife Material Platform. We may need to add or change features and may do so without notice to you.
- f. **Feedback.** We welcome your feedback and suggestions about how to improve the Wife Material Platform. Feel free to submit feedback in the App or on our App store review. By submitting feedback, you agree to grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, freely and without compensation to you.

2. **Your Content**

- a. **Definition of Your Content.** The Wife Material Platform enables you to add posts, texts, photos, videos, links, and files to share with others. All material that you upload, publish or display to others via the Wife Material Platform will be referred to collectively as “Your Content.” You acknowledge and agree that, as part of using the Wife Material Platform, Your Content may be viewed by the general public.
- b. **Ownership. You, or your licensors, as applicable, retain ownership of the copyright and other intellectual property in Your Content, subject to the non-exclusive rights granted to us below.**
- c. **License and Permission to Use Your Content.**
 - i. By submitting, posting, or displaying Your Content on the Wife Material Platform, you grant Wife Material and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, and otherwise use Your Content in connection with the operation or use of the Wife Material Platform or the promotion, advertising or marketing thereof, in any and all media or distribution methods (now known or later developed). You agree that this license includes the right for Wife Material to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with

Wife Material for the syndication, broadcast, distribution or publication of Your Content through other media or distribution methods. This license also includes the right for other users of the Wife Material Platform to use and modify Your Content, subject to our Terms of Service.

- ii. You acknowledge and agree that Wife Material may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any of Your Content violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Wife Material, its users, or the public.
 - iii. You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display or distribute it over computer networks, devices, service providers, and in various media. We also may remove or refuse to publish Your Content, in whole or part, at any time.
 - iv. You further give us the permission and authority to act as your nonexclusive agent to take enforcement action against any unauthorized use by third-parties of any of Your Content outside of the Wife Material Platform or in violation of our Terms of Service.
- d. **Your Responsibilities for Your Content.** By posting Your Content on the Wife Material Platform, you represent and warrant to us that: i) you have the ownership rights, or you have obtained all needed licenses or permissions from any necessary parties, to use Your Content and grant us the rights to use Your Content as provided for under this Agreement, and ii) that posting Your Content violates no intellectual property or personal right of others or any applicable law or regulation. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with Your Content.**

3. Our Content and Materials

- a. **Definition of Our Content and Materials.** All intellectual property in or related to the Wife Material Platform (specifically including, but not limited to our software, the Wife Material marks, the Wife Material logo, but excluding Your Content) is the property of Wife Material Inc., or its subsidiaries and affiliates, or content posted by other Wife Material users licensed to us (collectively “Our Content and Materials”).
- b. **Data.** All data Wife Material collects (“Data”) about use of the Wife Material Platform by you or others is the property of Wife Material Inc., its subsidiaries, and affiliates. For clarity, Data does not include Your Content and is separate from Our Content and Materials.
- c. **Our License to You.**
 - i. We grant you a limited, non-exclusive license to use and access Our Content and Materials and Data as made available to you on the Wife Material Platform in connection with your use of the Wife Material Platform, subject to the terms and conditions of this Agreement.

- ii. We may terminate our license to you at any time for any reason. We have the right but not the obligation to refuse to distribute any content on the Wife Material Platform or to remove content. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
- d. **No Endorsement or Verification.** Please note that the Wife Material Platform contains access to third-party content, products and services, and it offers interactions with third parties. Participation or availability on the Wife Material Platform does not amount to endorsement or verification by us. We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Wife Material Platform by anyone.
- e. **Ownership.** You acknowledge and agree that Our Content and Materials remain the property of Wife Material's users or Wife Material. The content, information and services made available on the Wife Material Platform are protected by NIGERIA. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.

4. **Integrated Service Provider**

You may enable another online service provider, such as a social networking service (“Integrated Service Provider”), to be directly integrated into your account on the Wife Material Platform. By enabling an integrated service, you are allowing us to pass to, and receive from, the Integrated Service Provider your log-in information and other user data. For more information about Wife Material’s use, storage, and disclosure of information related to you and your use of integrated services within Wife Material, please see our [Privacy Policy](#). Note that your use of any Integrated Service Provider and its own handling of your data and information is governed solely by their terms of use, privacy policies, and other policies.

5. **More About Certain Offerings on the Wife Material Platform**

- a. **Digests.** When you sign up for the Wife Material Platform, the service includes receipt of a digest of questions and answers that may be of interest to you. You can opt-out of receipt of the digest, and adjust other communication settings, by going to “Email and Notification” settings in your account profile, as further described in our [Privacy Policy](#).
- b. **Advertisements.** The Wife Material Platform may include advertisements, which may be targeted to content or information on the Wife Material Platform, queries made through the Wife Material Platform, or other information, in an effort to make them relevant to you. The types and extent of advertising by Wife Material are subject to change. In consideration for Wife Material granting you access to and use of the Wife Material Platform, you agree that Wife Material and its third party providers and partners may place such advertising on the Wife Material Platform. If you wish to become an advertiser, you will be required to enter into separate and supplemental terms with us about providing advertising services on the Wife Material Platform.
- c. **Legal, Medical & Other Professional Contributors.** Some users who post content are members of legal, medical, and other licensed professions (collectively, “Professional Contributors”). Content posted by Professional Contributors should be not be relied on as a substitute for advice from a professional that is

appropriate for your specific situation. Wife Material has provided certain disclaimer template language that Professional Contributors may edit and incorporate in their answers. Ethics rules differ by state or location, and it is the responsibility of Professional Contributors to determine and provide disclaimers appropriate for their profession and the content provided.

- d. **Buttons, Links and Widgets.** You have permission to use Wife Material's buttons, links, and widgets, subject to these Terms of Service (including the disclaimers and limitations of liability) and provided that: (a) your use of such buttons, links and widgets link only to the Wife Material Platform; (b) you will not modify such buttons, links, or widgets or associated code in any manner; (c) you will not use any such buttons, links, or widgets in any manner which implies or suggests that Wife Material endorses, sponsors, or recommends the website on which such buttons, links and widgets are used.
- e. **Web resources and third-party services.** The Wife Material Platform may also offer you the opportunity to visit links to other websites or to engage with third-party products or services. You assume all risk arising out of your use of such websites or resources.
- f. **Services that Require Separate Agreement.** Certain features or services may require that you enter into a separate and supplemental written agreement prior to use.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF WIFE MATERIAL ENTITIES TO YOU.

"WIFE MATERIAL ENTITIES" MEANS WIFE MATERIAL INC., AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. WE ARE PROVIDING YOU THE WIFE MATERIAL PLATFORM, ALONG WITH OUR CONTENT AND MATERIALS AND THE OPPORTUNITY TO CONNECT WITH OTHERS, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WIFE MATERIAL ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.
- b. WIFE MATERIAL MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY USER OR THIRD PARTY; (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE WIFE MATERIAL PLATFORM, INCLUDING AN INTEGRATED SERVICE PROVIDER OR PROFESSIONAL CONTRIBUTOR; (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE WIFE MATERIAL

PLATFORM; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT. WIFE MATERIAL MAKES NO WARRANTY THAT: (a) THE WIFE MATERIAL PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE WIFE MATERIAL PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE WIFE MATERIAL PLATFORM, A PROFESSIONAL CONTRIBUTOR, OR ANY OTHER USER WILL BE ACCURATE OR RELIABLE; OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED OR PURCHASED BY YOU THROUGH THE WIFE MATERIAL PLATFORM WILL BE SATISFACTORY.

- c. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, WIFE MATERIAL ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WIFE MATERIAL ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE WIFE MATERIAL PLATFORM.
- d. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WIFE MATERIAL PLATFORM IS TO STOP USING THE WIFE MATERIAL PLATFORM.
- e. WITHOUT LIMITING THE FOREGOING, WIFE MATERIAL'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE WIFE MATERIAL PLATFORM OR THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO WIFE MATERIAL IN CONNECTION WITH THE WIFE MATERIAL PLATFORM IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.
- f. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART, AND THE FOREGOING SECTIONS 8(c), 8(d), AND 8(e) WILL NOT APPLY TO A RESIDENT OF NEW JERSEY, TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF WIFE MATERIAL'S NEGLIGENT, FRAUDULENT, RECKLESS, OR INTENTIONAL MISCONDUCT.

7. **Indemnification**

You agree to release, indemnify, and defend Wife Material Entities from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of the Wife Material Platform, ii) Your Content, iii) your conduct or interactions with other users of the Wife Material Platform, or iv) your breach of any part of this Agreement. We will promptly notify you of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

8. Dispute Resolution

This Agreement and any action arising out of your use of the Wife Material Platform will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with your use of the Wife Material Platform will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration will initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

9. General Terms

- a. **Changes to these Terms.** We may amend this Agreement at any time, in our sole discretion. If we amend material terms to this Agreement, such amendment will be effective after we send you notice of the amended agreement. Such notice will be in our sole discretion, and the manner of notification could include, for example, via email, posted notice on the Wife Material Platform, or other manner. You can view the Agreement and our main policies at any time. Your failure to cancel your account, or cease use of the Wife Material Platform, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Wife Material Platform.
- b. **Governing Law and Jurisdiction.** You agree that Wife Material is operated in the Nigeria and will be deemed to be solely based in Nigeria and a passive service for purposes of jurisdictional analysis. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in federal or state court in Nigeria and governed by laws of the Federal Republic of Nigeria, without regard to any conflict of law provisions.
- c. **Use Outside of the Nigeria.** Wife Material expressly disclaims any representation or warranty that the Wife Material Platform complies with all applicable laws and regulations outside of the Nigeria. If you use the Wife Material Platform outside of the Nigeria, you expressly understand and agree that you are responsible for

determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Wife Material Platform.

- d. **Export.** The Wife Material Platform is controlled and operated from our Nigeria offices. Wife Material software is subject to Nigeria export controls. No software for Wife Material may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to a Nigeria government embargo, or that has been designated by the Nigeria government as a “terrorist supporting” country, and (2) listed on any NIGERIA. government list of prohibited or restricted parties.
- e. **Applications and Mobile Devices.** If you access the Wife Material Platform through a Wife Material application, you acknowledge that this Agreement is between you and Wife Material only, and not with another application service provider or application platform provider (such as Apple Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Wife Material Platform through a mobile device, your wireless carrier’s standard charges, data rates, and other fees may apply.
- f. **Survival.** The following provisions will survive expiration or termination of this Agreement: Section 2(e)(Termination), 2(g)(Feedback), Section 3(Your Content), Section 4(a)-(b) and (d)-(f)(Our Content and Materials), Section 8 (Disclaimers and Limitation of Liability), Section 9 (Indemnification), Sections 10 (Dispute Resolution), and Section 11 (General Terms).
- g. **Assignment.** You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.
- h. **Electronic Communications.** You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.
- i. **Entire Agreement/ Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Wife Material Platform and constitutes the entire agreement between you and us regarding the Wife Material Platform (except as to services that require separate written agreement with us, in addition to this Agreement). If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the Agreement, which will remain in full force and effect.
- j. **Interpretation.** In construing or interpreting the terms of this Agreement: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party’s favor as a result of its counsel’s role in drafting this Agreement.
- k. **Relationship.** This Agreement does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

- I. **Waiver.** No waiver of any terms will be deemed a further or continuing waiver of such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.
- m. **Further Assurances.** You agree to execute a hard copy of this Agreement and any other documents, and to take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.