

## **Wooter Terms of Use**

Wooter LLC. ("Wooter") welcomes you to our Website (our "Site") [www.wooter.co](http://www.wooter.co). The Site is provided as a service to our customers. Please review the following terms and conditions of use and the linked Privacy Policy, which govern your use of our Site (the "Agreement").

Your continued use of our Site is ratification of your consent to follow and be bound by the Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. For this reason, we encourage you to review the Agreement periodically. If you do not agree to these terms, it is your choice to not use our Site, otherwise you will be held to have agreed to these terms.

### **Registration**

Registration on our Site is not available to minors under the age of 18 or to any users suspended or removed from the system by Wooter for any reason. We do sell products for children to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use Wooter only with involvement of a parent or guardian. Users may not have more than one active account and are prohibited from selling, trading, or otherwise transferring your account a secondary or tertiary party.

### **Duty of Truthful Disclosure**

You agree to provide true, accurate, current and complete information about yourself for registration on our Site. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Wooter has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, current has the right to suspend or terminate your account and refuse any and all current or future use of our Site (or any portion thereof). If you use our Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. If there is any unauthorized use of your account or any other breach of security Wooter reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

### **Access to Secure Areas**

Access to password-protected areas is only permitted to authorized users. Unauthorized individuals will not be able to avail themselves of any protection under this Agreement and may be subject to prosecution.

### **License Granted to You**

Wooter grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Wooter. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Wooter. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Wooter without express written consent. You may not use any metatags or any other "hidden text" utilizing Wooter's name or trademarks without the express written consent of Wooter. Any unauthorized use terminates the permission or license granted by Wooter. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Wooter.com so long as the link does not portray Wooter, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Wooter name, logo or other proprietary graphic or trademark as part of the link without express written permission.

### **Site Transactions**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

### **Offer purchase and certificate redemption**

Wooter provides Users with opportunities to purchase products and services from third party merchants ("Merchants") with a time limited promotional product or service (a "Deal").

By placing an order for a given Deal, you make an offer to purchase the Deal you have selected on the terms, restrictions and conditions associated with the Deal. Once you have placed your order and subject to certain conditions such as a minimum threshold of the number of Deals purchased, you will receive a confirmation of the Deal and your credit card will be charged for the amount of the Deal. Access to a Voucher (which can be downloaded / printed) to redeem the Deal will also be sent to you.

### **Terms and Conditions of any Deal**

Each Deal has specific terms associated with the Deal, which will be presented to you at the time you commit to purchase the particular Deal. Deal specific terms supersede any inconsistent terms in this Agreement, except to the extent that applicable law prohibits such terms.

Unless otherwise stated in the Voucher or required by law, the following additional terms apply to all Vouchers:

- (i) There is no cash redemption value for any Voucher or any part of a Voucher, except where required by Law;
- (ii) Vouchers cannot be combined with any other coupons or promotions unless otherwise noted in the Voucher;
- (iii) Vouchers cannot be used for taxes, tips, prior balances, shipping or handling, as applicable;
- (iv) Neither Wooter nor the Merchant is responsible for lost or stolen Vouchers or Voucher reference numbers;
- (v) Unless otherwise stated at the time a Voucher is purchased, the Voucher price does not include sales, value added or use taxes, which may be charged to you separately by the Merchant at the time you redeem the Voucher;
- (vi) You understand and agree that our Site can be accessed from countries around the world but that some or all products or services provided on our Site may not be available for purchase to persons residing in certain jurisdictions or geographic areas;
- (vii) Wooter does not represent or warrant that any product or service promoted on our Site will be available for purchase by any particular person.

### **Agent**

Wooter acts exclusively as an agent for the sale of Vouchers on behalf of the Merchant. As the issuer of the Voucher, Merchant shall be fully responsible for satisfactory delivery of any and all goods and / or services redeemable with the Voucher and complying with the conditions of the

Deal. Any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Merchant or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Vouchers. By purchasing a Deal, a customer acquires the right to print a Voucher issued by the participating Merchant and to use the Voucher according to its terms and the terms of this Agreement.

### **Refunds**

Wooter will provide a refund of the purchase price paid by you for any Deal within five (5) days after the purchase of a Voucher, provided that the Voucher has not yet been redeemed. After five (5) days, we do not provide refunds except that we will provide a refund if you are unable to redeem a Voucher before the applicable expiration of the Voucher because the relevant Merchant has gone out of business.

### **The Voucher**

Each Deal combines two separate portions that make up the Deal:

- (a) A paid portion equal to the amount your credit card is charged and similar to a paid gift certificate (the "paid portion"); and
- (b) At no additional charge to you, a promotional portion for the balance of the value of the Deal if used by the promotional expiration date on the Voucher (the promotional portion") (together, the paid and promotional portions of the Deal are presented in a "Voucher").

### **Expiration Dates**

The expiration date for a Voucher is as printed on the Voucher. If the expiration of the paid value of the Voucher as of the date printed on the Voucher is prohibited under the law of the jurisdiction in which the Merchant is located, then the Voucher shall expire as follows: the promotional portion of the Voucher will expire on the date printed on the Voucher, and the paid portion of the Voucher will expire to when the applicable law requires that the Merchant extend the period in which the Voucher may be redeemed. The Merchant is obligated to honor the Voucher in compliance with law. If the Merchant refuses to honor the Voucher before the legally permitted expiration date, then Wooter will refund the paid portion of your Voucher in the form of a credit for future Deals.

### **Electronic Communications**

When you visit our Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically and we will communicate with you by e-mail or by posting notices on our Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Changes to Our Site**

We reserve the right to reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue our Site or any service, content, feature or product offered through our Site, with or without notice; charge fees in connection with the use of our Site; modify and/or waive any fees charged in connection with our Site; and/or offer opportunities to some or all users of our Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Site, or any service, content, feature or product offered through the Sites.

If Wooter makes a material modification to this Agreement, it will notify you by:

- (i) Sending an email to the address associated with your account. Wooter is not responsible for your failure to receive an email due to the actions of your ISP or any email filtering service; therefore, you should add [www.wooter.co](http://www.wooter.co) to the list of domains approved to send you email (commonly known as a “whitelist”); and
  - (ii) Displaying a prominent announcement above the text of this Agreement or the Privacy Policy, as appropriate, for thirty (30) days,
- with (i) and (ii) being deemed sufficient notification, of such changes.

### **Site Contents**

Unless otherwise stated, our Site, and all materials on our Site, including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the “Contents”), are owned, controlled or licensed by Wooter and other trademarks appearing on the Sites are the trademarks of Wooter and/or its subsidiaries.

Our Site and its Contents are intended solely for personal, non-commercial use. Users are prohibited from using any of the Content for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Wooter or such third party, which may own the Contents. Unless otherwise specified, our Site and its Contents are intended to promote Wooter’s products available in the United States. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Contents available on or through our Site for commercial or public purposes.

### **User Comment, Feedback, and Other Submissions**

Wooter is pleased to hear from users and welcomes your comments regarding our products and services. Wooter’s longstanding company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Wooter’s employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example contest entries) or without out a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “Comments”), you agree that Wooter may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to Wooter. Wooter is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Wooter has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Sites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead Wooter or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. Wooter takes no responsibility and assumes no liability for any Comments posted by your or any third party.

### **Personal Information Submitted Through Our Site**

Your submission of personal information through our Site is governed by our privacy policy, which can be reached by clicking on the “Privacy Policy” link located in the footer section of our Site (the “Privacy Policy”). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

### **Copyright Complaints**

Your submission of personal information Wooter respects the intellectual property of others. If you believe that your work has been copied in any way that constitutes copyright infringement, please notify us accordingly. Wooter may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Wooter’s copyright agent with:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (ii) A description of the copyrighted work or other intellectual property that you claim has been infringed;
- (iii) A description of where the claimed infringing material is located on our Site;
- (iv) Your contact details;
- (v) A statement that you have a, honestly held belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Wooter’s agent for notice of claims of copyright or other intellectual property infringement can be reached at [copyright@wooter.co](mailto:copyright@wooter.co)

### **Product Information**

Many products displayed on our Site are available in select boutiques and foreign markets. The prices displayed on the Sites are quoted in U.S. Dollars. Certain products are available exclusively online through our Site, such products may have limited quantities and are subject to return or exchange only through our Site according to the applicable return policy.

### **Errors, Inaccuracies and Omissions**

Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

### **Colors**

We have made every effort to display as accurately as possible the colors of our products that appear at the Sites. We cannot guarantee that your computer monitor’s display of any color will be accurate.

### **Risk of Loss**

All items purchased from Wooter are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

### **Links to Other Sites**

Our Site may contain links to other websites that are not under the control of Wooter. Wooter has no responsibility for the linked site nor does linking constitute an endorsement of any linked site. Links are provided solely for the convenience and information of the users of our site.

### **Disclaimer**

Your submission of personal information The materials on our Site are provided “as is” without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Wooter expressly disclaims any duty to update or revise the materials on our Site, although Wooter may modify the materials at any time without notice. Your use of our Site is at your sole risk, and you assume full responsibility for any costs associated with your use of the Sites. Wooter shall not be liable for any damages of any kind related to your use of the Sites.

### **Indemnification**

Your submission of personal information You agree to defend, indemnify and hold Wooter and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys’ fees, arising from or related to your use of our Site and/or your breach of any representation, warranty, or other provision of the Agreement.

### **Dispute Resolution**

Mindful of the high cost of litigation, not only in value but also in time and energy, both you and Wooter agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it (“Dispute”), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

- (1) To Wooter c/o: GS2Law, 164 West 25th St, Suite 11R, New York, NY 10001 or
- (2) To you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and Wooter agree that this dispute resolution procedure is a condition precedent, which must be satisfied prior to initiating any litigation or filing any claim against the other party.

### **Choice of Law**

Your submission of personal information This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of New York, Southern District. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of Wooter’s right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of our Site.

### **Termination**

These terms are effective unless and until terminated by either you or Wooter. You may terminate this Agreement at any time. Wooter also may terminate this Agreement at any time without notice, and accordingly may deny you access to our Site, if in Wooter’s sole judgment

you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.