

## **Description of Company Services and Acceptance of Terms of Use**

Welcome to this website ("Website"), which is operated by What Would Virginia Woolf Do?, LLC. ("Company," "we" or "us"). The services Company provides on the Website include services related to promoting, advertising and/or purchasing certain Company products and services, including potentially and without limitation, music and video services, mobile services, and/or any other features, content, or applications offered from time to time by the Website that link to these Terms of Use in connection therewith (collectively, the "Company Services"). Company is a part of the operations of What Would Virginia Woolf Do?, LLC.

The Company Services are not targeted at children under 13 years of age, or at minors as otherwise defined under applicable local laws. We do not knowingly collect personal information from these individuals, and we request that these individuals do not provide personal information through the Company Services without explicit parental consent.

Company furnishes the Website and the Company Services for your personal enjoyment and entertainment. By visiting the Website (whether or not you are a registered member) or using the Company Services, you accept and agree to be bound by this Agreement, including any future modifications ("Agreement"), and to abide by all applicable laws, rules and regulations ("Applicable Law"). Please read through this Agreement carefully. Company may make commercially reasonable modifications to this Agreement at any time. Company will notify you of any such modifications by any reasonable means including by posting the revised Agreement on the Website and each such modification will be effective upon such posting. All modifications will apply prospectively only. Your continued use of the Website or the Company Services following any modification of this Agreement constitutes your acceptance of and agreement to be bound by the Agreement as modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Company Services immediately.

Your access to and use of certain Company Services may require you to accept additional terms and conditions applicable to such Company Services, in addition to this Agreement, and may require you to download software or Content (as defined below). In the event of a conflict between any such additional terms and this Agreement, such additional terms will prevail.

## **Registration and Security**

If the Website permits registration, all registration information you submit to create an account must be accurate and kept up to date; it is your responsibility to notify us of any changes in such information, including but not limited to your contact information; you are responsible for maintaining the confidentiality of your password and are responsible for all use of your account and it is therefore critical that you do not share your password with anyone; you agree not to use the account, username, email address or password of another user at any time and not to allow any other person to use your account; your account is not transferable; you agree to notify

Company immediately if you suspect any unauthorized use of, or access to, your account or password; and Company reserves the right to change any user name or url related to the Website or any other Company Services at any time for any reasonable purpose without prior notice.

## **Termination**

Unless terminated, this Agreement remains in full force and effect while you use the Company Services. You may terminate your account, if any, on the Website at any time, for any reason, by emailing us with your request at [info@thewoolfer.com](mailto:info@thewoolfer.com), Subject: Terms of Use Agreement. Company may terminate your account and/or access to the Company Services at any time immediately by written notice to you where we have reasonable grounds to do so, including without limitation, if we reasonably believe that you have breached this Agreement or any provision of Applicable Law. Even after your user account or access to the Company Services is terminated by you or by Company, this Agreement will remain in effect with respect to your past and future use of the Website or the Company Services. Any rights to your account terminate upon your death.

## **Purchasing Website Services or Products**

In connection with a purchase of any service or product on the Website ("Site Product"), you may be required to provide personal information, including your name, address, telephone number, e-mail address, credit card and billing information (collectively, "Personal Financial Information"), to an independent third party selected by, but not affiliated with, Company (the "Processor"). Where the Processor is responsible for collecting, transmitting and/or processing your Personal Financial Information and, in some instances, for fulfilling your order, all payment obligations for Site Products shall be governed by the terms of use/service and privacy policy(ies) of the Processor. If you make a purchase from the Website you are warranting that you are authorized to make the purchase using the form of payment that you provide to the Processor. You must be 18 years of age or older to purchase a Site Product.

Company makes no warranty, and accepts no liability for any loss or damages whatsoever, relating to or in connection with your placement of an order for a Site Product with the Processor. Company provides no refunds for, makes no warranty for, and accepts no liability regarding purchases you make on the Website. You are solely responsible for any and all transactions utilizing your Personal Financial Information, including, but not limited to, any and all charges. You acknowledge and agree that in the event Processor experiences a data breach that affects your Personal Financial Information, Company will in no way be responsible or liable to you for any such breach.

The Company will not store any record of Personal Financial Information related to purchases or other transactions you make through the Company Services. You should therefore maintain records of all your transactions. If you have any questions regarding your transactions or believe that there is an error or unauthorized transaction or activity associated with transactions utilizing your Personal Financial Information, you must contact the Processor.

### **Limited Content License**

The Company Services are offered for your personal use only and may not be used for commercial purposes. The Company Services contain information, text, files, images, video, sounds, musical works, works of authorship, software, applications, product names, company names, trade names, logos, designs, and any other materials or content (collectively, "Content") of Company, its licensors, or assignors ("Company Content"), as well as Content provided by users or other third parties. Content contained in the Company Services is protected by copyright, trademark, patent, trade secret and other laws and, as between you and Company, Company, its licensors, or its assignors, own and retain all rights in the Company Content. Company hereby grants you a limited, revocable, nonsublicensable license to access and display or perform the Company Content (excluding any software code) solely for your personal, non-commercial use in connection with using the Company Services.

Except as provided in this Agreement or as explicitly allowed on the Company Services, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any Content contained in the Company Services. Except as explicitly and expressly permitted by the Company or by the limited license set forth above, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the Company Content. This prohibition applies regardless of whether such derivative works or materials are sold, bartered or given away. Also, you may not either directly or through the use of any device, software, internet site, web-based service or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice marked on the Content contained in the Company Services or any digital rights management mechanism, device, or other content protection, copy control or access control measure associated with the Content contained in the Company Services including geo-filtering mechanisms. Except as necessary in order to make reference to the Company, its products and services in a purely descriptive capacity, you are expressly prohibited from using any Company Content in any manner.

### **Restrictions on Use of Company Services**

You understand that you are responsible for all Content that you post, upload, transmit, email or otherwise make available on the Website or on, through or in connection with the Company Services (collectively, "User Content"). Additionally, you acknowledge that you have no expectation of privacy in or confidentiality with respect to your User Content. Accordingly, please choose User Content carefully.

You agree not to use the Company Services to:

Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or inclusive of nudity; offensive; excessively violent; invasive of another's privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libelous; hateful; or discriminatory; Violate the rights of others including patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights; Harass or harm another person; Exploit or endanger a person; Impersonate or attempt to impersonate any person or entity; Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network; Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising the Website or the Company Services; Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Company Services, including Company's servers, networks or accounts; Cover, remove, disable, block or obscure advertisements or other portions of the Company Services; Delete or revise any information provided by or pertaining to any other user of the Company Services; Use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from the Company Services, or to circumvent or modify any security technology or software that is part of the Company Services; Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Company Services. If you do so, you acknowledge you will have caused substantial harm to Company, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, and by way of liquidated damages and not as a penalty, you agree to pay Company's losses for each actual or intended recipient of such communication; Solicit, collect or request any personal information for commercial or unlawful purposes; Post, upload or otherwise transmit an image or video of another person without that person's consent; - Engage in commercial activity (including but not limited to advertisements or solicitations of business; sales; contests; sweepstakes; creating, recreating, distributing or advertising an index of any significant portion of the Company Content; or building a business using the Company Content) without Company's prior written consent; Use the Company Services to advertise or promote competing services; Use the Company Services in a manner inconsistent with any and all Applicable Law; Attempt, facilitate, induce, aid and abet, or encourage others to do any of the foregoing.

Company reserves the right, but disclaims any obligation or responsibility, to remove User Content that violates this Agreement, as determined by Company, or for any other reason, in

Company's sole discretion and without notice to you. You acknowledge the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including but not limited to, terminating their user account and/or reporting such User Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Company may access, preserve or disclose information you provide to the Website, including User Content and your account registration information, including when Company has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of Company, our parents, subsidiaries or affiliates ("Company Affiliates"), or their employees, agents and contractors (including enforcement of this Agreement or our other agreements); (ii) protect the safety, privacy, and security of users of the Company Services or members of the public including in urgent circumstances; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities. If Company sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Company may transfer your information to the party or parties involved in the transaction as part of that transaction.

Company reserves the right to limit the storage capacity of User Content. You assume full responsibility for maintaining backup copies of your User Content, and Company assumes no responsibility for any loss of your User Content due to its being removed by Company or for any other reason.

### **Your Proprietary Rights in and License to Your User Content**

Company does not claim any ownership rights in the User Content that you post, upload, email, transmit, or otherwise make available (collectively, "Transmit") on, through or in connection with the Company Services, except with respect to your unsolicited submissions, as described under "Unsolicited Submissions" below; provided, however, that User Content shall not include any Company Content or content owned by a Company Affiliate. By posting or transmitting any User Content on, through or in connection with the Company Services, you hereby grant to Company and our Company Affiliates, licensees, assignees, and authorized users a worldwide, perpetual, irrevocable, non-exclusive, fully-paid and royalty-free, freely sublicensable, transferable (in whole or in part) right (including any moral rights) and license to use, modify, excerpt, adapt, publish, translate, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, sublicense, and distribute such User Content, including your name, voice, likeness and other personally identifiable information to the extent that such is contained in User Content, anywhere, in any form and on and through all media formats now known or hereafter devised, for any and all purposes including, but not limited to, promotional, marketing, trade or any non-commercial or commercial purposes. Additionally, Company is free to use any ideas, concepts, know-how, or techniques contained within such User Content for any purpose

including, but not limited to, developing, manufacturing, marketing and providing commercial products and services, including Company Services. Company's use of such User Content shall not require any further notice or attribution to you and such use shall be without the requirement of any permission from or any payment to you or any other person or entity. You hereby appoint Company as your agent with full authority to execute any document or take any action Company may consider appropriate in order to confirm the rights granted by you to Company in this Agreement.

You represent and warrant that: (i) you own the User Content Transmitted by you on, through or in connection with the Company Services, or otherwise have the right to grant the license set forth in this Section, and (ii) the Transmission of User Content by you on, through or in connection with the Company Services and Third Party Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any User Content Transmitted by you on or through the Company Services or Third Party Services.

If you delete your User Content from the Website, Company's license to such User Content will end after a reasonable period of time necessary for the deletion to take full effect. However, the User Content may be retained in the Company's back-up copies of the Website, which are not publicly available. Furthermore, to the extent that Company made use of your User Content before you deleted it, Company will retain the right to make such pre-existing uses even after your User Content is deleted. You acknowledge that (i) deletion of your User Content from the Website will not result in, and Company assumes no responsibility for, the deletion of such User Content by any third parties who were provided with or had access to such User Content prior to your deleting it from the Website, and (ii) termination of your account or your use of the Company Services will not result in the immediate or automatic deletion of your User Content consistent with this Agreement.

### **Removal of Material that Infringes Copyrights**

Company respects the intellectual property of others and requires that our users do the same. Company has a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Company Services who are repeat infringers. Company also reserves the right to remove or disable access to any transmission of Content that infringes the copyright of any person under the laws of England.

If you believe that any material residing on or linked to from Company Services infringes your copyright, you must send Company a written notification of claimed infringement. Notification of claimed infringement can be sent by post to The Woolfer, 1 Main st. apt. 12A, Brooklyn, NY, 11201. Attn; Privacy Officer, or by email to [info@thewoolfer.com](mailto:info@thewoolfer.com)

## **Your Exposure to Others' User Content**

You understand that Company does not control the User Content posted by users via the Company Services and, as such, you understand you may be exposed to offensive, inaccurate or otherwise objectionable User Content. Company assumes no responsibility or liability for this type of Content. If you become aware of any misuse of the Company Services, including in violation of any "Restrictions on Use of Company Services," please report it immediately to Company at [info@thewoolfer.com](mailto:info@thewoolfer.com) with the subject line "Violation of Restrictions on Use of Company Services." Company assumes no responsibility for monitoring the Company Services for inappropriate User Content or user conduct. If at any time, Company chooses in its sole discretion to monitor the Company Services, Company nonetheless assumes no responsibility for Content other than Company Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any user.

## **Third Party Links and Services**

The Company Services may provide, or third parties may provide, links to other websites, applications, resources or other services created by third parties ("Third Party Services"). When you engage with a provider of a Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the provider of the Third Party Service may use and share your data in accordance with its privacy policy and your privacy settings on such Third Party Service. Company encourages you not to provide any personally identifiable information to or through any Third Party Service unless you know and are comfortable with the party with whom you are interacting. In addition, the provider of the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third Party Service or the privacy practices thereof). Inclusion of any Third Party Service or a link thereto on the Company Services does not imply approval or endorsement of the Third Party Service. Company is not responsible for the content or practices of any websites other than the Website, even if the website links to the Website and even if it is operated by a Company Affiliate or a company otherwise connected with the Website. By using the Company Services, you acknowledge and agree that Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Website. When you access Third Party Services, you do so at your own risk.

## **Member Disputes**

You are solely responsible for your interactions with other users of the Website and the Company Services, providers of Third Party Services or any other parties with whom you interact on, through or in connection with the Company Services. Company reserves the right, but has no obligation, to become involved in any way with any disputes between you and such parties.

## **Privacy**

Use of the Company Services is also governed by our Privacy Policy, which is incorporated into and is a part of this Agreement by this reference. The Company Services are hosted in the United States. Your personal information may be stored and processed in any country where we have facilities or in which we engage service providers, and by using the Company Services you consent to the transfer of information to countries outside of your country of residence, including the United States, which may have different data protection rules than those of your country.

Not all of the Site Products are available worldwide or nationwide, and Company makes no representation that you will be able to obtain any Site Product in any particular jurisdiction.

## **Disclaimers**

THE COMPANY SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT YOUR USE OF THE COMPANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS TO THE COMPANY SERVICES WILL BE CORRECTED, THAT THE COMPANY SERVICES OR THE SERVERS ON WHICH THEY ARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION OBTAINED BY YOU ON, THROUGH OR IN CONNECTION WITH THE COMPANY SERVICES OR THIRD PARTY SERVICES (INCLUDING, BUT NOT LIMITED TO, THROUGH USER CONTENT OR THIRD PARTY ADVERTISEMENTS) WILL BE ACCURATE, RELIABLE, TIMELY OR COMPLETE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, AND PROPERTY DAMAGE) RESULTING FROM USE OF THE COMPANY SERVICES, PROBLEMS OR TECHNICAL MALFUNCTION IN CONNECTION WITH USE OF THE COMPANY SERVICES, ATTENDANCE AT A COMPANY EVENT, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE COMPANY SERVICES, ANY USER CONTENT, ANY THIRD PARTY ADVERTISEMENT OR THIRD PARTY SERVICE TRANSMITTED ON, THROUGH OR IN CONNECTION WITH THE



COMPANY SERVICES, OR THE CONDUCT OF ANY USERS OF THE COMPANY SERVICES, WHETHER ONLINE OR OFFLINE. YOUR USE OF USER CONTENT, THIRD PARTY ADVERTISEMENTS, THIRD PARTY SERVICES AND THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES IS SOLELY YOUR RESPONSIBILITY AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE COMPANY SERVICES, AND ANY INFORMATION TRANSMITTED OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY OR RECOVERY OR RECONSTRUCTION OF LOST DATA NECESSITATED BY YOUR USE OF THE COMPANY SERVICES.

### **Limitation on Liability**

(1) IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY ARISING FROM YOUR USE OR INABILITY TO USE THE COMPANY SERVICES.

(2) IN ADDITION, IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE COMPANY SERVICES. IN JURISDICTIONS THAT DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

(3) SUBJECT TO (5) BELOW BUT OTHERWISE NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES.

(4) THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

(5) NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE COMPANY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, AND (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

## **Governing Law**

(1) **Choice of Law:** The validity of this Agreement and all matters relating to its interpretation and performance shall be governed by the laws of England and Wales as those laws apply to contracts signed and to be performed entirely in England, as this contract is deemed to be.

(2) **Jurisdiction:** You and Company hereby agree that the courts in London shall have exclusive jurisdiction over any controversy arising under this Agreement, provided that the party against whom the claim is brought has assets located in England which are reasonably estimated to be sufficient to satisfy the judgment against such party. If such party does not have assets located in England which are reasonably estimated to be sufficient to satisfy the judgment, then a claim may be brought wherever such party has such assets.

## **Indemnity**

You agree to indemnify and hold Company, its Company Affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of or in connection with your use or misuse of the Website or the Company Services (including, without limitation, any use of your account, whether or not authorized by you), your breach of this Agreement, your violation of any rights of another or any Content that you Transmit through the Company Services.

## **Unsolicited Submissions**

Company does not knowingly accept, via the Company Services or otherwise, unsolicited submissions including, without limitation, submissions by you of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, proposals, ideas or concepts. Company requests that you do not make any unsolicited submissions. Any similarity between an unsolicited submission and any elements in any Company or Affiliated Company creative work including, without limitation, a film, series, story, title or concept would be purely coincidental. If you do send any submissions to Company via the Company Services that are unsolicited (including but not limited to any Forum), however, you agree that (i) your unsolicited submissions are not being made in confidence or trust and that by making such submissions no contractual or fiduciary relationship is created between you and Company; (ii) any such unsolicited submissions and copyright become the property of and will be owned by Company (and are not User Content licensed by you to Company under "Your Proprietary Rights in and License to Your User Content") and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Company sees fit; (iii) you are not entitled to any compensation, credit or notice whatsoever in connection with such

submissions; and (iv) by sending an unsolicited submission you waive the right to make any claim against Company or Company Affiliates relating to any unsolicited submissions by you, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

### **Employment Opportunities**

Company may, from time to time, post Company employment opportunities on the Company Services and/or invite users to submit resumes to it. If you choose to submit your name, contact information, resume and/or other personal information to Company in response to employment listings, you are authorizing Company to utilize this information for all lawful and legitimate hiring and employment purposes. Company also reserves the right, at its sole discretion, to forward the information you submit to its Company Affiliates for legitimate business purposes. Nothing in this Agreement or contained in the Company Services will constitute a promise by Company to contact, interview, hire or employ any individual who submits information to it, nor will anything in this Agreement or contained in the Company Services constitute a promise that Company will review any or all of the information submitted to it by users of the Company Services.

### **Business Directory / House Swap**

Company provides a business directory (“Business Directory”) as a service to its members who are business owners or are offering a product or service and to members searching for products or services provided by other members.

Company is not responsible for, and expressly disclaims all liability for, damages of any kind, arising out of the use, reference to, or reliance on, any information, product, service, rental/home exchange, or business listed throughout our site.

Links to external sites are offered to assist in accessing additional information. Connecting to outside sites is at your own risk.

Company does not endorse the content or accuracy of any listing or external website. While information is updated periodically, no guarantee is given that the details provided are correct, complete, or up-to-date. It is the business owner(s)’ responsibility to notify Company when their status or point of contact has changed or modifications are necessary.

By contributing any information (including text and graphics), you grant Company permission - free of charge - to modify the material.

Business owner(s) represent and agree that they are in compliance with these Terms of

Service and Company's Privacy Policy, and that they have the right to provide Company permission to use information provided to Company for the purposes mentioned above.

The Business Directory and its contents are offered in good faith. Information included in this directory has been provided by the businesses so although reasonable efforts have been made to ensure the accuracy of the information, Company does not accept responsibility for any errors or omissions. By listing a business, Company does not imply any form of recognition, recommendation, or guarantee of the company or the products and services provided.

With regard to listings for home exchange or rental ("House Swap"), Company assumes no responsibility in connection with any rental agreement or services provided. Inclusion of any property on this website does not constitute, and shall not be construed or reported as (1) an endorsement or approval by Company of any particular property, or (2) a warranty or representation by Company as to the quality, safety or other features of such property and/or its owners. Company expressly disclaims any and all responsibility for any problems that may arise with regard to such property with regard to disputes concerning such property. All prospective parties are encouraged to exercise their own good judgment when evaluating a prospective rental or home exchange. Company does not screen either owners or potential renters/tenants, nor are the properties inspected or "approved" by Company. Listing of accommodations does not constitute recommendation of the properties, nor is the accuracy of the description verified by Company.

By using the Business Directory or House Swap, you agree to (1) submit to the personal jurisdiction of courts in New York, New York; (2) indemnify and hold Company harmless from any claim, cause of action, demand, dispute, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of the Business Directory or House Swap; and (3) be liable and responsible for any of the foregoing we may have against your officers, directors, employees, agents, affiliates, or any other party, directly or indirectly, paid, directed or controlled by you, or acting for your benefit.

Company reserves the right, but does not have the obligation, to remove or edit any listing or lister for any reason at any time at its sole discretion.

## **Other**

A failure by you or Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. Except as otherwise expressly provided herein, if any provision of this

Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

You agree that any notices the Company may be required by Applicable Law to send to you will be effective upon Company's sending an e-mail message to the e-mail address you have on file with Company or publishing such notices on the informational page(s) of the Website.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or your use of the Company Services. A printed version of this Agreement and of any notice related to it shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other business documents and records originally generated and maintained in printed form.

Nothing contained in this Agreement limits Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Company Services or information provided to or gathered by us in connection with such use.

Please contact us at [info@thewoolfer.com](mailto:info@thewoolfer.com), with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.