

# App Terms and Conditions of Use

Welcome to The Goldilocks Wedding App, a division of Limewood Inc. Please read these Terms of Use ("Terms") carefully. These Terms contain legal terms and conditions that govern your use of, and access to, our App, The Goldilocks Wedding App (our "App").

## I. ACCEPTANCE OF OUR TERMS

BY VISITING OUR APP, YOU ARE SIGNIFYING YOUR ACCEPTANCE TO OUR TERMS AND TO OUR PRIVACY POLICY, WHICH WE ENCOURAGE YOU TO VIEW (PRIVACY POLICY), AND WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SITE. WE MAY REVISE THESE TERMS FROM TIME TO TIME SO WE ENCOURAGE YOU TO REVIEW THIS PAGE PERIODICALLY BECAUSE YOUR CONTINUED USE OF OUR SITE AFTER WE POST ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. The terms "you" and "your" shall refer to all individuals and/or entities (including our Members) accessing our App for any reason.

## II. YOUR USE OF OUR APP

We want you to enjoy using our App and visit us often. However, there are some rules that you must follow. While using our App, you agree not to:

- Use our App for any purpose other than your own personal, non-commercial use;
- Create an account in another's name, create more than one account, or use another's account
- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' copyrights, privacy rights or rights of publicity;
- Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;
- Restrict or inhibit any other user from using our App, including, without limitation, by means of "hacking" or defacing any portion our App;
- Violate any applicable laws or regulations;
- Upload or otherwise display fraudulent material or content;
- Engage in spamming;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items or collect or harvest information about App Members, including but not limited to use of robots, spiders, or similar means;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our App;
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our App;
- Upload photographs of people who have not given permission;
- Send unsolicited emails to other Members;
- Display material containing nudity or images of a pornographic nature;

- Post objectionable material, such as material containing hate or malicious content or material inciting or advocating terrorism or violence.

Failure to comply with the above rules will constitute a violation of our Terms, and, in addition to any other rights or remedies that we may have, we may immediately terminate your access to and use of our App.

### **III. YOUR ACCOUNT / YOUR CONTENT**

You may create a member account on our App by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password and any other confidential information that you may provide to us or post on our App. You agree not to disclose your username or password to any third party. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You will immediately notify us of any unauthorized use of your account. In order to create a member account, you must be at least 13 years of age. You represent to us that you are at least 13 years old. If you are not, please do not set up an account with our App. You may post content on our App, including photographs, images, text, graphics and other materials (collectively, "User Content "). If you do so, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) distribute and make derivative works of, such content for any purpose and in any format on or in connection with our App or the business of Limewood, Inc., or the promotion thereof. You acknowledge that we may retain archived copies of your content and may continue to use your content in connection with any materials that were created prior to your removal of your content, in accordance with the license described above. Furthermore, by posting User Content, you expressly represent and warrant the following: (i) you own or otherwise have all necessary rights with respect to your User Content; (ii) your User Content will not infringe, misappropriate, or otherwise violate any intellectual property or other property right of any third party; (iii) you have any and all necessary authorizations and permissions of all persons and entities featured in, or otherwise connected with, your User Content; and (iv) your User Content is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable. User Content that violates these Terms may be removed from our App but we have no obligation to remove User Content in response to your requests. We are not responsible for, and will have no liability for, the removal or non-removal of any User Content. By providing personal information to this App, you consent to the collection and processing of such information in the United States of America. You may not use this App or export App Content in violation of U.S. export laws and regulations. You may not assign any of your rights hereunder, including the right to your account.

#### **IV. THIRD PARTY SITES**

Please understand that while we may provide access on our App to third party sites and access to third party content, products and services (collectively "Vendors") we have no control over these Vendors. We do not provide products or services to you, we do not represent any Vendors, we do not act as their agents and we do not endorse any particular Vendor. As such, we are not involved in, and are not a party to any transactions or communications that may occur between you and our Vendors. Accordingly, we are not responsible for the quality or accuracy of any representation or warranty made by any Vendor, and we are not responsible for the safety or legality of any transactions that you may engage in with any Vendor, or any loss or damages incurred in connection therewith. We cannot and will not guarantee the accuracy of Vendor identities, Vendor listings, or the ability of Vendors to provide products or services they may offer, or the quality of those goods or services. Any dispute you have with a Vendor is between you and the Vendor, and we will not be a party to that dispute. You interact with Vendors at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You are solely responsible for complying with the terms of use of any such Vendor and you shall bear all risks associated with your transacting or communicating with any Vendor.

#### **V. COPYRIGHT INFRINGEMENT**

We are committed to protecting copyrights and expect you to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Our Copyright Policy (incorporated herein by reference), sets forth the steps you must follow to contact us regarding any concerns or allegations relating to copyright infringement. Please review that policy carefully.

#### **VI. INTELLECTUAL PROPERTY ON OUR APP**

Our App contains trademarks, trade names, trade dress, service marks, copyrighted material, inventions, know how, potentially patentable business method material, logos, source code or other computer code and other intellectual property owned or controlled by us (collectively, "Our IP"). You shall in no way contest or deny the validity of, our right of title to, or our license to use, Our IP, and you shall not encourage or assist others directly or indirectly to do so. You shall not utilize Our IP in any manner that would diminish its value. You may not copy, reproduce, distribute, modify, transmit or publicly display our IP or any portion of our App or create derivative works of any portion our App without our written consent. You shall not use or register any domain name, trademark or service mark that is identical to or similar to any of our trademarks or that is likely to cause confusion, mistake or deception with any of our trademarks. Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our App, including any images, text, graphics, sounds, data, links and other materials incorporated into our App (other than your User

Content as set forth above), solely as made available by us and solely for your own personal non-commercial use.

## **VII. MODIFICATION OF OUR APP**

We reserve the right, at our sole discretion, to modify, add, remove, suspend or discontinue all, or any portion, of our App at any time.

## **VIII. TERMINATION**

You agree that we may at any time, for any reason or no reason, in our sole discretion, terminate, suspend or restrict the authorization, rights and license granted to you herein, including your right to access our App, or certain features of our App, without prior notice. Without limiting the foregoing, we may terminate your access to our App if you violate these Terms. In the event that we terminate your right to access our App, the provisions in our Terms regarding ownership of our App IP, Disclaimers, Limitation of liability and Indemnification shall survive such termination. Upon termination, you will have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Content and any information, files and materials related to your account, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access our App and to your account as a result of the deletion of any information, files or materials in or related to your account.

## **IX. DISCLAIMER**

YOUR USE OF OUR APP IS ENTIRELY AT YOUR OWN RISK. INFORMATION CONTAINED ON OUR APP MAY CONTAIN INACCURACIES AND EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THESE TERMS, OR AS OTHERWISE SET FORTH IN THESE TERMS, OUR APP AND ALL MATERIALS INCORPORATED THEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) IMPLIED WARRANTIES OF TITLE, (ii) NON-INFRINGEMENT, (iii) ACCURACY, (iv) MERCHANTABILITY, (v) FITNESS FOR A PARTICULAR PURPOSE, (vi) WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (vii) WARRANTIES AS TO FREEDOM FROM INTERRUPTION, DELAY, ERRORS, TECHNICAL ERRORS OR UNAUTHORIZED, INJURIOUS INTRUSIONS SUCH AS HACKING, VIRUSES AND OTHER HARMFUL COMPONENTS, AND (viii) WARRANTIES THAT DATA YOU PLACE ON OR OTHERWISE STORE ON OUR APP WILL BE SECURE, AVAILABLE OR PRESERVED. CERTAIN WARRANTIES, OR ASPECTS OF THEM, THAT ARE, BY LAW, INCAPABLE OF BEING DISCLAIMED IN A PARTICULAR JURISDICTION ARE NOT DISCLAIMED IN THAT JURISDICTION.

## **X. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY PRODUCT WE MAY OFFER IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICE WE MAY OFFER IS TO STOP USING THE SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY TO US ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSMISSIONS, AND/OR ANY CONTENT INCLUDED IN SUCH TRANSMISSIONS, SENT BY YOU TO VENDORS OR RECEIVED BY YOU FROM VENDORS. YOU ASSUME LEGAL RESPONSIBILITY FOR AND WILL INDEMNIFY US FROM, ALL DAMAGES INCURRED AS A RESULT OF ANY OF YOUR USER CONTENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT BE APPLICABLE IN EVERY JURISDICION.

## **XI. NO AGENCY**

You hereby agree and acknowledge that your provision of services and/or your use of our App does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no legal affiliation, association or connection exists between you and us. In no event shall you have authority to bind, commit, contract for, or otherwise obligate us in any manner whatsoever.

## **XII. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Limewood, Inc, and its officers, directors, employees and agents, from and against any and all claims, causes of action, demands, liabilities, damages, losses or expenses and costs, including reasonable attorneys' fees, arising out of or in any way directly or indirectly related to (i) your access to, or use of, our App, (ii) any activity related to access to or use of your account by you or any other person, (iii) your User Content, (iv) your

interaction or transaction with any Vendor, or (v) a breach by you of these Terms or any other agreement with us. If you are a California resident, you waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### **XIII. JURISDICTION / ARBITRATION**

Our App is controlled and operated from the United States and is not subject to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that our App is appropriate or available for use in any particular jurisdiction. You access our App at your own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the availability of our App, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. For any claim or controversy arising out of or relating to your use of this App, to the goods or services provided through our App, this Agreement, or to any acts or omissions for which you may contend we are liable, you agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts and the substantive laws of New York shall apply. The court shall not award damages in connection with any dispute in excess of actual compensatory damages, shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto.

### **XIV. CLASS ACTION WAIVER**

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF ANY OF OUR APPS AND APPS SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

### **XV. ENTIRE AGREEMENT**

These Terms embody the entire agreement and understanding of the parties and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter hereof.