

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Woah's Place** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We," "us," and "our" are references to WOAHSPLACE.COM.

"User," "You," and "your" denotes the person who is accessing the website for taking or availing of any service from us. User shall include the company, partnership, sole trader, person, body corporate, or association taking services of this Website.

"Website" shall mean and include **woahsplace.com** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing, and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND WOAHS PLACE.

ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to user descriptions, pricing, availability, promotions, and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any

time and for any reason. We undertake no obligation to update, amend or clarify information on the Website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms and conditions by your continued use of the site after the date such revised Terms and conditions are posted.

USER CONTENT

Content Responsibility.

The website permits you to share content, post comments, feedback, etc., but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature.
- It is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, and contains exaggeration or unsubstantiated claims.
- Violating the privacy rights of any third party is unreasonably harmful or offensive to any individual or community.
- Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
- Violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
- Uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files.
- Sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
- Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of woahsplace.com.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.

- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

HYPERLINKING TO OUR CONTENT

1) Without prior written approval, the following organizations may link to our site:

- Government agencies.
- Search engines.
- News organizations.
- Online directory distributors, when they list us in the directory, may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups that may not hyperlink to our Web site.

1) We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's site.

2) We may consider and approve in our sole discretion other link requests from the following types of organizations:

- commonly-known consumer and business information sources such as Chambers of Commerce and Consumers Union.
- dot.com community sites.
- Associations or other groups representing charities, including charity giving sites
- online directory distributors.
- Internet portals.
- Accounting, law, and consulting firms whose primary clients are businesses; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we determine that the link will not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, are not permitted to link); (b) the organization does not have an unsatisfactory record with us, and (c) the benefit to us from the increased visibility associated with the hyperlink outweighs the cost of the link.

We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's website.

If you are one of the organizations listed in paragraph 2 and would like to link to our website, please contact us at info@woahsplace.com. List any URLs from which you intend to link to our Web site, along with the URL(s) on our site to which you would like to link. Response time is 2-3 weeks. Those approved may link to our site as follows:

- By using our company name, the URL (web address) being linked to, or any other description of our website or material that makes sense within the context and format of the linking party's site.

No use of the Woah's Place logo or other artwork will be allowed for linking absent a trademark license agreement.

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of Woah's Place, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Woah's Place and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former, or future officers, directors, employees, agents, successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Woah's Place. Woah's Place reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Woah's Place in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties, and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the woahsplace.com Website, including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Woah's Place, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you through your computer system or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GOVERNING LAW AND JURISDICTION

This website originates from United States. The laws of United States. Without regard to its conflict of law, principles will govern these terms to the contrary. You hereby agree that all disputes arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the United States. By using this website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of these terms. You hereby waive any right to trial by jury arising out of these terms.

SEVERABILITY

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us, call or text 678-974-1355.

This document was last updated on June 9, 2022