

## WEDDINGS-INC. LLC - TERMS AND CONDITIONS

**IMPORTANT:** These Terms and Conditions (collectively, "Terms and Conditions") apply to the use of any services provided by Weddings-Inc. LLC dba "Weddings-Inc.". The following Terms and Conditions govern your access to and use of [www.weddings-inc.com](http://www.weddings-inc.com) and/or [www.weddingsmasters.com](http://www.weddingsmasters.com) (the "Website"), including any content, functionality and services offered on or through the Website, whether as a guest or a registered user. By registering via our Website or accessing material on our Website, you acknowledge reading these Terms and Conditions and agree to be bound by them. The benefits conferred by this Agreement are in addition to all rights and remedies conveyed by the Australian or New Zealand Consumer Law.

### 1. Definitions

Unless the context otherwise requires, the following terms shall have the following meanings:

- (a) "Company", "We", "Us" or "Our" means Weddings-Inc LLC of 1815 Butler Avenue, #113, Los Angeles. CA 90025, trading as Weddings-Inc.
- (b) "Price" means the purchase price of the Program as specified on the Website.
- (c) "Program" means access to our online program including via our Website and Facebook groups and includes, but is not limited to, the provision of written content, recorded video and audio content, live and pre-recorded calls and discussions in related forums (including via Facebook), described or displayed on the Website or provided via the Website or any other means (electronic or otherwise) ("Materials").
- (d) "Registration" means a request from you to subscribe to the Program by completing a Registration Form.
- (e) "Registration Form" means the registration form on our Website.
- (f) "Term" means the 12month term from the date you complete Registration which you commit to upon Registration and Renewal Term means any subsequent 12-month term where Registration is renewed in accordance with clause 5(f).
- (g) "Terms and Conditions" means these Terms and Conditions, as amended from time to time.
- (h) "Website" means [www.weddings-inc.com](http://www.weddings-inc.com) and [www.weddingsmasters.com](http://www.weddingsmasters.com).
- (i) "You" means you as the subscriber to the Program pursuant to these Terms and Conditions.

### 2. Agreement to Visiting Our Website and/or Program

- (a) By completing a Registration Form via our Website, you agree to accept these Terms and Conditions.
- (b) The Program is supplied on the basis of these Terms and Conditions to the exclusion of any other representation, expressed or implied, oral or in writing.
- (c) These Terms and Conditions prevail over any purported conditions of purchase as notified by you.
- (d) These Terms and Conditions may only be varied by a written variation signed by us.

### 3. Orders

- (a) Registration by you on our Website is an offer by you to purchase the Program for the Price at the time specified on the Website.
- (b) You agree to provide complete and accurate information on the Registration Form, including your personal details to enable the processing and delivery of the Program. We will not be liable to you or any third party for any loss for a delay or failure to process, fulfil or deliver the Program due to inaccurate or incomplete personal details.
- (c) You must be 18 years or over to subscribe to the Program. By completing a Registration Form, you confirm that you are 18 years or over.
- (d) The Program may only be accessed by you. You agree that the Program and Materials, including any usernames and passwords, may only be used by you as permitted herein and may not be sold or distributed without our prior written consent.
- (e) Once you complete and submit the Registration Form, cancellation during the Term or any Renewal Term cannot be made unless our written consent is obtained.
- (f) You may cancel any automatic renewal under clause 5(f) by providing us with at least 14 days prior written notice.
- (g) We reserve the right to accept or reject any Registration for any reason at any time.
- (h) If we believe your use of our Website will compromise the security or integrity of our Website or if any damage may be sustained by continued usage, we may cancel your Registration at any time by giving written notice to you of such cancellation. We will not be liable for any loss or damage whatsoever arising from any such cancellation.

### 4. Prices

- (a) All Prices are specified on the Website.
- (b) All Prices are in US dollars.
- (c) We reserve the right to change Prices from time to time without notice to you. The Price displayed at the time that you complete Registration will continue to apply during the Term. Upon renewal in accordance with clause 5(f), the Price will be the Price displayed at the commencement of the Renewal Term.

### 5. Payment

- (a) In respect of any Registration, you must pay to us the Price for the Program as specified on the Website at the time the Registration Form is submitted.
- (b) Payment for the Program is via Stripe Payments Australia Pty Ltd A.C.N. 160 180 343 using credit card or debit card.
- (c) You acknowledge and agree that any payment must be cleared by us before the Program is supplied. If your payment cannot be processed, the Registration will be rejected.
- (d) In paying or attempting to pay for the Program, you agree that you have not engaged in any fraudulent conduct or contravened any law.
- (e) You will receive a tax invoice once payment in respect of the Registration has been processed.

- (f) You acknowledge that the Program is provided by way of an ongoing subscription and that at the expiry of the Term, unless previously cancelled by you in accordance with clause 3(f), your subscription will be automatically renewed for the Renewal Term and the Price will continue to be automatically deducted by Stripe Payments Australia Pty Ltd A.C.N. 160 180 343 (or deducted once in lump sum at the commencement of the Renewal Term if you elect an annual payment).

## **6. Warranty and Warranty Claim**

- (a) If you are a consumer as defined in the Australian Consumer Law, the Program comes with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) To the extent permitted by law, our liability will be limited to:
- (i) supplying the subject Program; or
  - (iii) the actual cost of the Program.
- (c) Where any law implies into these Terms and Conditions any term, condition or warranty and that law voids or prohibits provisions in any contract excluding or modifying the application or exercise of or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions.
- (d) Nothing in these Terms and Conditions purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other laws which cannot be modified or excluded.
- (e) Except as provided in this clause 6:
- (i) we do not provide any warranties or guarantees as to the accuracy, completeness or suitability of the Program for any particular purpose, nor do we provide any warranties or guarantees as to the results which may be achieved through the provision of the Program. In particular, we do not provide any warranties or guarantees regarding your future earnings, business profit, marketing performance or audience growth;
  - (ii) all terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise relating in any way to the Program supplied to you which are not expressly stated in these Terms and Conditions are expressly excluded; and
  - (iii) we will not be liable to you for any breach of these Terms and Conditions and we will be under no liability to you in respect of any direct or indirect loss or damage (including any consequential loss or damage) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the Program supplied to you.

## **7. Changes to the Website**

We may update the content on this Website from time to time, but its content may not necessarily be complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **8. Devices, Software, and Services**

You are responsible for any devices, software, and services needed to use the Program. We do not guarantee the Program will properly function on any particular device or software. You are responsible for any charges you incur on your computer, tablet, mobile device, or other device you utilize to use and interface with the Program. You are

responsible for all activity you conduct for any account you create or open in association with the Program.

## **9. Information about You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your personal information in compliance with the Privacy Policy.

## **10. Indemnity**

You hereby agree to indemnify, defend, and hold harmless us, our content providers, and our respective officers, directors, shareholders, employees, agents, successors, licensees, distributors, affiliates, and assigns against any and all claims, demands, remedies, suits, injury, damages, loss, costs and/or expenses, liabilities, actions, proceeding or right of action (including legal costs on an indemnity basis) arising from (but not limited to) your use of the Program (including negligence) which results in loss, injury or damage (including death) to any property or person.

All indemnities survive termination of the Program.

## **11. Third Party Resources**

The Program and Materials may contain links to third party websites and resources. This includes links contained in advertisements, including banner advertisements and sponsored links. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with us. You acknowledge sole responsibility for, and assume all risk arising from, your use of any such websites or resources.

## **12. Force Majeure**

We will not be liable to you for any loss, damage or expense caused by our failure to supply the Program as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of our normal suppliers to supply necessary materials or any other matter beyond our control.

## **13. Copyright**

The Website, Program or Materials and its entire contents, features and functionality, including but not limited to all copyright, information, data, text, software, images, graphics, trademarks, logos, displays, interfaces, catalogues, brochures, flyers, videos, audio, photographs, design, selection, arrangement and other intellectual property ("the Content") is owned, controlled by, or licensed to us and is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not use, copy, modify, reproduce, distribute, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content or Materials on Website without our prior written consent. You must not frame or embed in another website any of the material appearing on this Website without our prior written consent. You may view and print the Content and Materials on your personal computer for the sole purpose of viewing the Content and Materials and purchasing the Program, but not for any other use, including any commercial use. You must not use any marks or trademarks appearing on this Website, including but not limited to the Company name, the terms, Company logo or any related, names, logos, product and service names, designs and slogans without our prior written consent. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, your right to use the Website will cease immediately and you must, at your option, return or destroy any copies of the materials you

have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

#### 14. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

#### 15. Reliance on Information Posted

- (a) The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- (b) This Website may include content provided by third parties, including materials provided by other users,

bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### 16. General

- (a) These Terms and Conditions constitute the entire agreement between you and us. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of these Terms and Conditions. All prior and contemporaneous understandings, warranties, representations, communications and prior agreements, both written and oral, in relation to our relationship with you are merged and superseded by these Terms and Conditions.
- (b) If any provision of these Terms and Conditions becomes void or unenforceable, it will be severed from this agreement without affecting the enforceability of the other provisions which will continue to have full force and effect.
- (c) These Terms and Conditions are governed by the laws of Los Angeles County, California and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Los Angeles County, California.
- (d) These Terms and Conditions shall be governed by the laws of the State of California, U.S.A. without regard to its conflicts of laws provisions. Any claim under these terms and conditions must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

Where a dispute arises in relation to these Terms and Conditions, you agree that you will first send a "Notice of Dispute" to us which includes details of the nature of the dispute, what outcome you want and what action you think will resolve the dispute.

In the event that you and us are unable to reach a resolution of the dispute within 21 days after the Notice of Dispute is received, you agree to submit all disputes, controversies, claims, causes of action and/or alleged breaches or failures to perform arising out of or relating to these Terms and Conditions or the relationship created by these Terms and Conditions (collectively, "Disputes") to non-binding mediation prior to filing any action in court or any in arbitration with respect to the Dispute. The mediation shall be conducted in Los Angeles County, California. If the parties are unable to agree upon a mediator within a reasonable period of time (not to exceed fifteen (15) days, then the mediation of any Dispute shall be submitted by either party to the American Arbitration Association ("AAA") for resolution in accordance with its rules governing mediation, at the office of the AAA located nearest to Company's corporate office in Los Angeles County, California. The costs and expenses of mediation, including compensation and expenses of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the Dispute within ninety (90) days after the mediator has been appointed, then either party may submit such Dispute to binding arbitration in Los Angeles, California pursuant to the rules promulgated by the AAA. The cost of such proceedings shall be borne equally between the parties hereto.

(e) We reserve the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms and Conditions shall mean that you accept and agree to the changes. It is your responsibility to check this page periodically for changes so you are aware of any changes, as they are binding on you.

(f) A failure or delay by us to exercise a power, term, condition, or right under these Terms and Conditions does not constitute as a further or continuing waiver of that power, term, condition, or right, and the exercise of a power, terms, condition, or right by us does not preclude its future exercise or the exercise of any power, term, condition, or right.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

(g) We may assign or transfer any of our rights or obligations under these Terms and Conditions without your prior written consent. You may not assign or transfer any of your rights or obligations under these Terms and Conditions.

#### **17. Customer Feedback**

You agree that we have the right to use your feedback whether in the form of emails, surveys, comments, discussions in Program related forums, coaching calls, or otherwise, for the purposes of marketing or promoting the Program.

#### **18. Customer Support**

If you require support in relation to the Program or the Registration process, please email us at [customerservice@weddings-inc.com](mailto:customerservice@weddings-inc.com).