

Terms of Service Agreement

While it's easy to get caught up in the fun of it all, we want to be totally upfront and provide these important facts about Wiggle & Whisk and the Services we provide. These Terms were last modified on May 15, 2020 and are effective immediately.

1. Just the Basics.

Please read these Terms of Service ("Terms") carefully, as in don't just give it a flip-through, because they constitute legally binding terms and conditions between you and Mary Beth Snow's Dance Place Inc. (collectively, "Wiggle & Whisk" "we" "us" or "our") and applies to your access and use of the Services (as hereafter defined) through (A) the website located at www.wigglewhisk.com and any subdomains (B) our social media pages or profiles, including profiles made available through Vimeo, YouTube, Instagram and Twitter (the "Wiggle & Whisk Socials"), and (C) any other content, applications, features, functionality, information and services offered by us, whether through the Wiggle & Whisk Socials, www.wigglewhisk.com or otherwise (each of the above individually and collectively referred to herein as the "Services"). These Terms apply whether you are accessing the Services via a wireless or mobile device, a tablet a personal computer or any other technology or device (each, a "Device").

If you're here because your boss told you to check us out, you're representing to Wiggle & Whisk that you are authorized to be here and bind your company/employer to these Terms. That means, any references herein to "you" and "your" will refer to both you and your company/employer, as applicable. These Terms shall remain in full force and effect while you use the Services and does not cover other services, websites or content made available by any other company or third party, unless specifically stated.

By using the Services you expressly agree to comply with these Terms and any additional terms and conditions that we provide to you, including in connection with your use of other products and services we may offer or make available to you. The Services may also provide rules of participation or additional terms for certain activities and services, including contests, sweepstakes and other initiatives ("Additional Terms"). Our Privacy Policy and the Additional Terms are hereby incorporated into these Terms by reference as though fully set forth herein. To the extent that there is a conflict between these Terms and the Additional Terms, the Additional Terms shall govern. **THESE TERMS INCLUDE A JURY WAIVER AND A CLASS ACTION WAIVER AND THEY MAY EFFECT YOUR RIGHTS AND ABILITY TO RECOVER DAMAGES UNDER THESE TERMS.**

2. Let's Talk About Our Services. Subject to the terms and conditions herein, the Services allow you to access certain content, information and services provided by us, which may include, without limitation, providing users with the ability to view our content, purchase products and access information related to our products and services. Some of the Services (e.g., Wiggle & Whisk Socials) may be dependent on and/or interoperate with third-party owned and/or operated platforms and services (e.g., Facebook, Vimeo, YouTube Twitter, etc.) (each, a "Third Party Platform") and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access such Services. Such Third Party Platforms, in addition to providing application hosting, content distribution, support and other related services, may provide us with certain additional information about you, which may include, without limitation, your email address, handles/usernames, preferences, posts, name, location, date of birth and usage data, all as more fully described herein and subject to the terms and conditions hereof, including the Privacy Policy. **[CLICK THRU TO OTHER SITES**

3. Term. These Terms shall remain in full force and effect while you use or are registered for the Services. You can stop using the Services at any time, for any reason, and Wiggle & Whisk may also prevent your use of or registration to the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party.

4. Changes. We may modify these Terms from time to time, and at any time, without notice to you, for any reason, in our sole discretion. Sometimes we'll post or display notices of material changes on the Services and/or notify you via other electronic means, but the form of such notice is at our discretion. The changes become effective as soon as we post them and if you use the Services after we post, your use will signify your agreement to be bound by the changes. Check back here frequently and review these Terms regularly so you are aware of the most current rights and obligations that apply to you.

5. Eligibility; Compliance. By using the Services and creating an account, you represent and warrant that (A) you are 18 years of age or older, (B) your use of the Services does not violate (y) any applicable law, rule or regulation or (z) any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Vimeo's Terms of Use, etc.), and (C) all registration information you submit is truthful and accurate and you shall maintain and promptly update the accuracy of such information. If you're under 18, grab your mom, dad or guardian to help you. If we're getting vibes the information you provided is untrue, inaccurate, not current or incomplete, Wiggle & Whisk has the right to suspend or terminate your registration (in whole or in part) and refuse any and all current or future use of the Services (or any portion thereof), in our sole discretion, with or without notice to you, and without liability or obligation to you or any third party.

6. If You Want In- Register. In order to access and use certain content, features and functionality of the Services, we may require that you (A) register for the applicable Services and/or to create a username and password combination ("User Credentials") and (B) provide to us and/or make available (e.g., via Third Party Platform permissions and consents, etc.) certain additional information, which may include, without limitation, your email address, name, and other information, and, to the extent applicable, for any Other Service Providers (defined below) and purchases offered by us, your physical address, telephone number(s), applicable payment information (e.g., payment card data, etc.) and other information (collectively, a "User Account"). Our use of your information is subject to the terms of the Privacy Policy. If you choose to be a registered user of the Services, it's your job to secure and control access to your User Credentials and User Account because you'll be responsible for any access to or use of the Services by you or any person or entity using your User Credentials, whether or not you allow them to do so on your behalf. You promise to tell us immediately if any unauthorized use of your User Credentials or User Account or any other breach of security occurs.. We also can deny access, use and registration privileges to any user of the Services if we believe someone may be trying to impersonate you or access your User Account without permission. Remember, Wiggle & Whisk is not be responsible or liable for any loss or damage arising from your failure to comply with this Section.

7. What's Ours is Ours and What's Yours is Yours.

A. Ownership. Copying may be the best form of flattery, but as between you and us, Wiggle & Whisk owns, solely and exclusively, all right, title and interest in and to the Services and all content (other than your User Postings (as defined herein)) contained and/or made available on, through or in connection with the Services ("Content"), and all such Content is protected, without limitation, under U.S. federal and state law, as well as applicable foreign laws, rules, regulations and treaties. The term "Content" includes, without limitation, all audio/visual content, artwork, photographs, graphics, logos, copy, text, software, data, information, materials, and all copyrightable or otherwise legally protectable elements of the Services, including intellectual property and/or proprietary rights therein. Unless the context clearly requires otherwise or we explicitly set forth in writing, the term "Services" includes "Content" as well.

B. Restrictions. Except as expressly set forth herein, the Services are to be used solely for your non-exclusive, non-assignable, non-transferable, non-commercial and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright, trademark, service mark or other notices contained on the Services, including, without limitation, notices on any Content you transmit, display, print, stream or reproduce from the Services. Except as expressly authorized by Wiggle & Whisk, you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on

or via a third party website or platform), or otherwise use, any Content without the express, prior written consent of Wiggle & Whisk or its owner (if we are not the owner). Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same. We likewise respect the intellectual property of others. If you believe that the Services contain elements that infringe your copyrights in your work, please follow the procedures set forth in Section 12 below.

8. Don't Make Us Call the Cops. You're responsible for how you conduct yourself when using the Services. We want everyone to be safe and enjoy using the Services so basically don't be a jerk, lie, break the law or do any of the following:

- act like or encourage others to break the law (which includes infringing upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or others);
- submit, post, email or otherwise make available through the Services any material or do something that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, invasive of another's privacy or publicity rights, harassing, obscene, vulgar or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- submit, post, email or otherwise make available through the Services any material that is private or confidential and not something you're allowed to share;
- act in a way that adversely affects or reflects negatively on Wiggle & Whisk or the Services, our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourage any person or entity from using any feature or function of the Services, or from advertising or becoming a supplier to us in connection with the Services;
- submit, post, email or otherwise make available through the Services any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- except as expressly permitted herein, use the Services for commercial or business purposes;
- modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Services or the rights or use or enjoyment of the Services by any other user;
- impersonate any person or entity or falsely state or otherwise represent your affiliation with anyone;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the Services;
- solicit passwords or personal information for commercial or unlawful purposes from other users or engage in spamming, flooding, harvesting of email addresses or other personal information, "spidering", "screen scraping", "phishing", "database scraping", or any other activity with the purposes of obtaining lists of other users or other information, including transmitting or facilitating in the transmission of junk email, chain letters, duplicative or unsolicited messages;
- try to on your own or get others to help you recreate or reverse engineer any part of the Services or Content, whether in whole or in part, or create any derivative works from any part of the Services or Content; or
- submit, post, email, display, transmit or otherwise make available through the Services any information, materials or content (and/or engage in or encourage conduct or other activities) that are, or could be perceived as, false, incorrect, misleading or deceptive.

Wiggle & Whisk assumes no responsibility for monitoring the Services for inappropriate, false, incorrect, misleading, deceptive or unlawful content, information, materials or conduct. If we choose in our sole discretion to monitor the Services, we nonetheless assumes no responsibility for User Postings (as hereafter defined), assumes no obligation to modify or remove any User Postings, and no responsibility for the conduct of any user. Wiggle & Whisk reserves the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates, or is suspected of violating, this Section 8, including, without limitation, reporting you to law enforcement authorities. Further, you acknowledge, consent and agree that we may access, preserve and disclose

your account and registration information and any other content or information if required to do so by law or if based on a good faith belief that such access, preservation or disclosure is reasonably necessary to (A) comply with the legal process, (B) enforce these Terms, (C) respond to claims that any content or information violates the rights of any third party, (D) respond to your requests for customer or technical service, or (E) protect the rights, property or personal safety of Wiggle & Whisk, users or any third parties.

9. User Postings.

A. General. We love your participation and thus, the Services may provide you and other users with an opportunity to participate in messaging, submitting, posting, displaying, commenting, and other social networking features so you can provide reviews, links, materials, ideas, opinions, messages and other content and information via the Services (each, a “User Posting”). When you submit User Postings you may also be asked to provide information about you and your submission. This may include, without limitation, such things as your User Credentials, information about the User Posting, your location, activity, preferences, photographs, media and/or similar information. You acknowledge and agree that all User Postings made by means of or in connection with any portion of the Services are public and that (i) you have no expectation of privacy in any User Posting and (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and Wiggle & Whisk by reason of your transmitting a User Posting to any area of or in connection with the Services. User Postings do not reflect the views of Wiggle & Whisk or any of its respective successors and assigns, directors, officers, employees, representatives or agents, and you understand that by using the Services, you may be exposed to other people’s User Postings that could be offensive, indecent or objectionable and, as such, Wiggle & Whisk does not guarantee the accuracy, integrity, quality or content of any User Postings. Under no circumstances shall we be liable in any way for User Postings, including, without limitation, errors or omissions in any User Postings, or any loss or damage of any kind incurred as a result of any User Postings.

B. Responsibility; Liability. We can, but we don’t have to, review any User Posting and delete, remove, move, edit or reject, without notice to you, for any reason or for no reason whatsoever, any User Postings, including, without limitation, any Unauthorized Postings; provided, however, that we shall have no obligation or liability to you or any third party for failure to do so or for doing so in any particular manner. As used herein, the term “Unauthorized Posting” means any User Posting that is or may be construed as violating these Terms, including, without limitation, Section 9 herein, or is deemed to be unacceptable to Wiggle & Whisk, as determined in our sole discretion.

C. License; Usage. In connection with all User Postings you submit, post, email, display, transmit or otherwise make available, you grant to us the unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up and royalty-free right and license, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your User Posting on the Services and any other websites, channels, services, and other distribution platforms, whether currently existing or developed in the future, for any purpose whatsoever without accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to Wiggle & Whisk, in our sole discretion. For the avoidance of doubt, the rights, licenses and privileges described in these Terms and granted to us shall commence immediately upon submission of your User Posting and shall continue thereafter perpetually and indefinitely, regardless of whether you use the Services as a registered user or not.

D. Representations. Wiggle & Whisk does not acquire any title or ownership rights in the User Postings that you submit and/or make available. After you submit, post, email, display, transmit or otherwise make available any User Posting, you continue to retain any such rights that you may have in such User Posting, subject to the rights, licenses and privileges granted herein. You also represent, warrant and covenant that (i) you own the User Posting posted by you or otherwise have the right to grant the rights, licenses and privileges described in these Terms and to perform and comply with all of the requirements set forth herein, (ii) your submission, uploading, posting,

emailing, displaying, transmission and/or making available of User Postings does not violate these Terms, any rights of any other party or entity, any of your obligations, any law, rule or regulation or infringe upon, misappropriate or violate any intellectual property, proprietary, privacy, moral, publicity or other rights of any party or entity, (iii) you have the legal right and capability to enter into these Terms and perform and comply with all of its terms and conditions and (iv) you hold and shall continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under these Terms and shall pay for all royalties, fees, and any other monies owing to any person or entity by reason of your User Postings.

10. Third Party Services and Content. The appearance, availability, or your use of (A) URLs or hyperlinks referenced or included anywhere in connection with the Services or any other form of link or re-direction of your connection to, with or through the Services (e.g., webpages and related content accessed from within the Services) or (B) any third party websites, platforms, content, data, information, applications, goods, services or materials, including, without limitation, Third Party Platforms (collectively, "Third Party Services") don't constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of Wiggle & Whisk, its affiliates, or any of their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, advertisers, suppliers, operators or service providers. We don't verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including, without limitation, their privacy policies), even if the Services' or Wiggle & Whisk's logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. If any Third Party Services you interact with obtains or collects personal information from you, we don't assume or have any responsibility or liability. Please pay attention when you leave the Services and read the terms and conditions and privacy policy of each Third Party Service you use.

11. Payment, Pricing, and Related Terms.

A. Other Service Providers. We may make available certain fee-based transactions, content and other e-commerce services, including, without limitation, the ability to purchase goods and services on and/or in connection with the Services and the ability to access our classes on other platforms ("Other Service Providers"). You acknowledge and agree that certain Other Service Providers may utilize third party service providers (e.g., Stripe and Vimeo) and all purchases made through these third party service providers are subject to their respective terms and conditions, and in the event of a conflict between such third party's terms and conditions and these Terms, the terms and conditions of the third party service provider shall govern and control. We are not responsible and have no liability whatsoever for goods or services you obtain through our third party service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

Additional Terms may apply to your use of, access to and purchase of Other Service Providers. You may only use the Other Service Providers if, and you hereby represent, warrant and agree that (i) you will comply with their terms of conditions, (ii) you are 18 years of age or older and a legal resident of U.S. and (iii) you shall pay in full the prices and fees (including, without limitation, all applicable taxes (as more fully described below)) for any purchases you, or anyone using the User Account registered to you, make via an Authorized Payment Method (as defined below).

B. Payment Method and Terms. The Services accept certain methods of payment which will be indicated at the time of purchase as forms of payment (each, an "Authorized Payment Method"), subject to certain restrictions, including, without limitation, territory restrictions, bank/payment card restrictions, spending limits, third party service provider restrictions or otherwise, which may prevent the processing of your order. If a transaction has been declined online due to payment card issues, please ensure all data is correct and resubmit. If the transaction is not accepted online, you will be unable to use that card for your transaction and should use another Authorized Payment Method. All purchases are final once you click the "Submit", "Pay" or similar button/link and billing to your payment card occurs at such time or shortly thereafter. If payment is not received by us from your credit,

debit or charge card issuer or its agents or other payment service provider, you agree to promptly pay all amounts due upon demand by us. Wiggle & Whisk reserves the right to change any and all prices for any Services and other content at any time, for any reason.

C. Taxes. You are responsible for any taxes imposed on any Other Service Providers conducted on or in connection with the Services and applicable taxes will be added to the amount charged for the applicable transaction. Other Service Providers in connection with the Services may include, without limitation, sales tax, use tax and any other applicable taxes, which may be based on various factors, including, without limitation, the bill-to address and tax rates in effect at the time your transaction is completed.

D. Additional Terms and Conditions. We may revise any or all of the fees and prices associated with the Other Service Providers at any time for any or no reason. Further, Wiggle & Whisk does not guarantee that product descriptions or other content and products will be available, accurate, complete, reliable, current or error-free. Descriptions and images of, and references to, products or services on or in connection with the Other Service Providers do not imply Wiggle & Whisk or any of its affiliates' endorsement of such products or services. Wiggle & Whisk and its third party operational service providers reserve the right, with or without prior notice, for any or no reason, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Further, if we terminate your use of or registration to the Services because you have breached these Terms, you shall not be entitled to a refund of any unused portion of any fees, payments or other consideration.

E. Support. If you have a complaint or dispute about a certain charge, or about a certain feature or product made available on or in connection with the Other Service Providers, you must promptly notify us by sending a detailed email to wigglewhisk@gmail.com.

F. THIRD PARTY PRODUCTS AND SERVICES. WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY WHATSOEVER FOR GOODS OR SERVICES YOU OBTAIN THROUGH THIRD PARTY SERVICE PROVIDERS OR OTHER WEB SITES, WEB PAGES, APPLICATIONS AND PLATFORMS (EVEN IF ACCESSED WITHIN, THROUGH OR IN CONNECTION WITH THE SERVICES), AND ANY SUCH PURCHASES ARE SUBJECT TO THEIR RESPECTIVE TERMS AND CONDITIONS OF USE. YOU ACKNOWLEDGE AND AGREE THAT PRODUCT/SERVICE SPECIFICATIONS AND OTHER INFORMATION HAVE EITHER BEEN PROVIDED BY THE APPLICABLE THIRD PARTY VENDORS OR COLLECTED FROM PUBLICLY AVAILABLE SOURCES AND WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY SUCH INFORMATION. ACCORDINGLY WE ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY TRANSACTION WITH ANY OF THESE THIRD PARTIES AS SAME IS CONDUCTED AT YOUR SOLE RISK. FURTHER, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE ANY SUCH THIRD PARTY, AND YOU IRREVOCABLY WAIVE ANY CLAIM AGAINST US OR OUR AFFILIATES WITH RESPECT TO ANY SUCH TRANSACTION. WE ARE NOT RESPONSIBLE FOR ASSISTING YOU IN CORRECTING ANY PROBLEM YOU MAY EXPERIENCE WITH GOODS AND SERVICES PURCHASED THROUGH A THIRD PARTY SERVICE PROVIDER, EVEN IF THE GOODS OR SERVICES ARE ACCESSED WITHIN, THROUGH OR IN CONNECTION WITH THE SERVICES. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCTS OR SERVICES THAT YOU PURCHASE FROM ANY THIRD-PARTY OPERATIONAL SERVICE PROVIDER AS THOSE ARE OWNED AND OPERATED BY INDEPENDENT ENTITIES. CUSTOMER SERVICE ISSUES RELATED TO GOODS OR SERVICES SHOULD BE DIRECTED TO THE RELEVANT THIRD PARTY OPERATIONAL SERVICE PROVIDER.

12. Digital Millennium Copyright Act.

A. If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by

providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services;
Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material
Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent:
Attention: DMCA Copyright Agent
618 E 8th Street, Ocean City, NJ 08226
Email Address of Designated Agent: wiggleswhisk@gmail.com

For clarity, only DMCA notices should be sent to the Designated Agent and any other feedback, comments, requests for technical support, and other communications should be directed to wiggleswhisk@gmail.com. You acknowledge and agree that if you fail to comply with all of the requirements of this Section 12, your DMCA notice may not be valid.

B. If you believe that your content was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to make such content available to us for use on the Services, you may send a counter-notice containing the following information to our Copyright Agent:

Your physical or electronic signature;
Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
Your name, address, telephone number, and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

13. Data and Wireless Access Charges. Certain Services may require data access, and the provider of data access (e.g., network operator, wireless carrier, etc.) for your Device may charge you data access fees in connection with your use of or access to the Services or Wiggle & Whisk Socials. Under no circumstances will we be responsible for any such data access fees and charges in connection with your use of or access to the Services or Wiggle & Whisk Socials, including wireless internet, email, text messaging or other charges or fees incurred by you (or any person

that has access to your Device, telephone number, email address, User Account or other similar information). Further, the use or availability of certain Services or Wiggle & Whisk Socials may be prohibited or restricted by your wireless carrier and/or data access provider, and not all Services or Wiggle & Whisk Socials may work with all wireless carriers, networks, platforms, services or devices.

14. Assignment. These Terms, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by us without restriction, notice or other obligation to you.

15. Indemnity. You agree to indemnify, defend and hold Wiggle & Whisk and its affiliates, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, Advertisers, partners, suppliers and service providers harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (A) your use of the Services, (B) your breach or violation these Terms or (C) your User Postings. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

16. DISCLAIMER AND LIMITATIONS OF LIABILITY. THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, USER POSTINGS AND CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICES. FURTHER, WITHOUT LIMITING THE FOREGOING, WIGGLE & WHISK, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, PARTNERS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SERVICES, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, MADE IN CONNECTION WITH PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU IN CONNECTION WITH THE SERVICES, INCLUDING CORRESPONDENCE WITH COMPANY OR ITS AGENTS OR OTHERWISE.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WIGGLE & WHISK, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, PARTNERS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SERVICES, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY, SOME MESSAGES, CONTENT AND TRANSMISSIONS, INCLUDING, WITHOUT LIMITATION, USER POSTINGS, MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT COMPANY ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS OR USER POSTINGS OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY USER POSTINGS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON

THE TIMELINESS OR PERFORMANCE OF THE SERVICES FOR ANY TRANSACTIONS OR USER POSTINGS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES, ACCORDINGLY SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

17. Customer Support. For assistance with technical issues or customer support inquiries, please send an email to wigglewhisk@gmail.com.

18. Governing Law; Miscellaneous.

A. These Terms contains the entire understanding and agreement between you and us concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof. These Terms cannot be changed orally. If any provision of these Terms is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and these Terms shall be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of these Terms; however, no action arising out of these Terms or your use of the Services, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). The failure of us to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

B. These Terms and your use of the Services is governed by, construed and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding the state's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of New York and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise.

C. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

D. TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND WE WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

E. The Services are controlled by Wiggle & Whisk from its office in the U.S. Wiggle & Whisk makes no representation or warranty that the Services or Content contained on or made available in connection therewith is legal, appropriate or available for use in other locations. Those who choose to access the Services from other locations do so at their own risk and are responsible for compliance with any and all local laws, rules and regulation, if and to the extent local laws, rules and regulations are applicable. No software made available in connection with the Services may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

These Terms was last modified on the date indicated above and is effective immediately.

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