

## Wall of ... Sites Terms of Service

Welcome to the Wall of ... Sites Platform. This is one in a series of wall sites herein collectively referred to as "Wall of ... sites Platform" or "Wall of ... sites". Following is a quick summary of the highlights of our Terms of Service:

***The mission of the Wall of... sites Platform is to provide a location for individuals to share meaningful true stories.*** Each site has a specific theme and a main wall which displays a grid of pictures. Clicking on any of the pictures will take you to that individual's story. The sharing of the story is meant to provide entertainment, comfort, laughter, etc.

***You own the content that you post on the Wall of ... sites Platform.*** You also grant us certain rights and licenses to use it. The details of those rights and licenses are described in section 3c.

***You are responsible for the content you post.*** This includes ensuring you have all the rights needed for you to post that content and that your content does not violate the legal rights of another party or applicable laws, or our rules and guidelines.

***You can share or repost content from the Wall of ... sites Platform elsewhere,*** providing that you attribute the content back to the Wall of ... sites Platform and respect the rights of the original poster, including any "not for reproduction" designations.

***We do not verify or endorse content posted on the Wall of ... sites Platform.*** The stories and information provided by users is "as-is" without any guarantees. You are solely responsible for your own use of the Wall of ... sites Platform and information provided there.

***You agree to follow the rules of the Wall of ... sites Platform.*** As a poster or commenter, you agree to our Terms of Service, accept our Privacy Policy, and agree to follow our; Acceptable Use Policy, Copyright Policy, and Trademark Policy.

***We provide a way for you to give feedback and/or report complaints.*** If you feel someone has violated your intellectual property rights, other laws, or our policies, you can let us know by sending us a message on the Contact Us page.

### Wall of Broken Hearts Terms of Service (TOS)

Date of last revision: January 10, 2018

Welcome to Welcome to the Wall of Broken Hearts. This is one in a series of wall sites (collectively the "Wall of ... sites Platform" or "Wall ... of sites"). The mission of the Wall of... sites Platform is to provide a location for individuals to share meaningful true stories. The sharing of the stories is meant to provide entertainment, comfort, laughter, etc.

These terms of service ("Terms of Service") sets forth the agreement ("Agreement") between you and the Wall of ... sites ("Wall of ... sites Platform", "Wall ... of sites", "we", "us", or "our"). It governs your use of any of the Wall of ... sites websites. By using the Wall of ... sites Platform, you consent to these terms.

#### 1. **The Mission of the Wall of ... sites Platform.**

The mission of the Wall of... sites Platform is to provide a location for individuals to share meaningful true stories. Each site has a specific theme and a main wall which displays a grid of pictures. Clicking on any of the pictures will take you to that individual's story. The sharing of the story is meant to provide entertainment, comfort, laughter, etc.

## 2. Using the Wall of ... sites Platform

- a. **Who Can Use It.** Use of the Wall of ... sites Platform by anyone under 13 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to this Terms of Service and affirm that they accept this Agreement on your behalf and bear responsibility for your use.
- b. **Registration.** When you submit a story on the Wall of ... sites Platform, you will be asked to provide certain information about yourself. You agree to provide us accurate information, including your real name, email address, etc. when you create your account on the Wall of ... sites. We will treat information you provide as part of registration in accordance with our Privacy Policy. You should take care in maintaining the confidentiality of your password.
- c. **Privacy Policy.** Our privacy practices are set forth in our Privacy Policy. By use of the Wall of ... sites Platform, you agree to accept our Privacy Policy, regardless of whether you are a registered user.
- d. **Acceptable Use Policy.** In your interaction with others on the Wall of ... sites Platform, you agree to follow the Acceptable Use Policy at all times.
- e. **Termination.** You may close your account and/or remove your post(s) at any time by going to account settings. We may terminate or suspend your Wall of ... sites account if you violate any Wall of ... sites policy or for any other reason. But by doing so, you acknowledge and agree that we are not responsible for where your story has been reposted and may not have the authority to remove it from third party sites.
- f. **Changes to the Wall of ... sites Platform.** We are always trying to improve your experience on the Wall of ... sites Platform. We may need to add or change features and may do so without notice to you.
- g. **Feedback.** We welcome your feedback and suggestions about how to improve the Wall of ... sites Platform. Feel free to submit feedback on the Contact Us page. By submitting feedback, you agree to grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, freely and without compensation to you.

## 3. Your Content

- a. **Definition of Your Content.** The Wall of ... sites Platform enables you to add posts, texts, photos, and links to share with others. All material that you upload, publish or display to others via the Wall of ... sites Platform will be referred to collectively as "Your Content." You acknowledge and agree that, as part of using the Wall of ... sites Platform, Your Content may be viewed by the general public.
- b. **Ownership.** You, or your licensors, as applicable, retain ownership of the copyright and other intellectual property in Your Content, subject to the non-exclusive rights granted to us below.
- c. **License and Permission to Use Your Content.**
  - i. By submitting, posting, or displaying Your Content on the Wall of ... sites Platform, you grant Wall of ... sites and its affiliated companies a non-exclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, and otherwise use Your Content in connection with the operation or use of the Wall of ... sites Platform or the promotion, advertising or marketing thereof, in any and all media or distribution methods (now known or later developed). You agree that this license includes the right for Wall of ... sites to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with Wall of ... sites for the syndication, broadcast, distribution or publication of Your Content through other media or distribution methods. This license also includes the right for other users of the Wall of ... sites Platform to use and modify Your Content, subject to our Terms of Service.
  - ii. Once you submit a story to the Wall of ... sites Platform, you may edit or delete your story at any time from public display. However, we may not be able to control removal of the story from display on syndicated channels or other previously distributed methods outside of the Wall of ... sites Platform. Wall of ... sites may remove suspected spam from your story. Any edits and changes made by you will be visible to other users. The right for Wall of ... sites to copy, display, transmit, publish, perform, distribute, store, modify, and otherwise use any story you

post, and sublicense those rights to others, is perpetual and irrevocable, to the maximum extent permitted by law, except as otherwise specified in this Agreement.

- iii. You acknowledge and agree that Wall of ... sites may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any of Your Content violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Wall of ... sites, its users, or the public.
- iv. You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display or distribute it over computer networks, devices, service providers, and in various media. We also may remove or refuse to publish Your Content, in whole or part, at any time.
- v. You further give us the permission and authority to act as your non-exclusive agent to take enforcement action against any unauthorized use by third-parties of any of Your Content outside of the Wall of ... sites Platform or in violation of our Terms of Service.
- d. **Your Responsibilities for Your Content.** By posting Your Content on the Wall of ... sites Platform, you represent and warrant to us that: i) you have the ownership rights, or you have obtained all needed licenses or permissions from any necessary parties, to use Your Content and grant us the rights to use Your Content as provided for under this Agreement, and ii) that posting Your Content violates no intellectual property or personal right of others or any applicable law or regulation. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with Your Content.** You are responsible for ensuring that Your Content does not violate Wall of ... sites Acceptable Use Policy, Copyright Policy, Trademark Policy, other published Wall of ... sites policy, or any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.

#### 4. Our Content and Materials

- a. **Definition of Our Content and Materials.** All intellectual property in or related to the Wall of ... sites Platform (specifically including, but not limited to our software, the Wall of ... sites marks, the Wall of ... sites logo, but excluding Your Content) is the property of Wall of ... sites, or its subsidiaries and affiliates, or content posted by other Wall of ... sites users licensed to us (collectively "Our Content and Materials").
- b. **Data.** All data Wall of ... sites collects ("Data") about use of the Wall of ... sites Platform by you or others is the property of Wall of ... sites, its subsidiaries, and affiliates. For clarity, Data does not include Your Content and is separate from Our Content and Materials.
- c. **Our License to You.**
  - i. We grant you a limited, non-exclusive license to use and access Our Content and Materials and Data as made available to you on the Wall of ... sites Platform in connection with your use of the Wall of ... sites Platform, subject to the terms and conditions of this Agreement.
  - ii. Wall of ... sites gives you a worldwide, royalty-free, revocable, non-assignable and non-exclusive license to re-post Our Content and Materials anywhere on the web provided that: (a) the content in question was added to the Wall of ... sites Platform after January 10, 2018; (b) the user who created the content has not explicitly marked the content as not for reproduction on the Wall of ... sites Platform; (c) you do not modify the content; (d) you attribute Wall of ... sites by name in readable text and with a human and machine-followable link (an HTML <a> anchor tag) linking back to the page displaying the original source of the content on the Wall of ... sites Platform in every page that contains Our Content and Materials; (e) upon request, either by Wall of ... sites or a user, you remove the user's name from content which the user has subsequently made anonymous; (f) upon request, either by Wall of ... sites or by a user who contributed to the content, you make a reasonable effort to update a particular piece of content to the latest version on the Wall of ... sites Platform; and (g) upon request, either by Wall of ... sites or by a user who contributed to the content, you make a reasonable attempt to delete content that has been deleted or marked as not for reproduction on the Wall of ... sites Platform; (h) you don't republish more than a small portion of Our Content and Materials. In

exercising these rights, you may not implicitly or explicitly assert any connection with, sponsorship or endorsement by Wall of ... sites, or any Wall of ... sites user, without separate, express prior written permission from us.

- iii. We may terminate our license to you at any time for any reason. We have the right but not the obligation to refuse to distribute any content on the Wall of ... sites Platform or to remove content. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
- d. **Permitted uses.** If you operate a search engine, web crawler, bot, scraping tool, data mining tool, bulk downloading tool, or similar data gathering or extraction tool, you may access the Wall of ... sites Platform, subject to the following additional rules: i) you must use a descriptive user agent header; ii) you must follow robots.txt at all times; iii) your access must not adversely affect any aspect of the Wall of ... sites Platform's functioning; and iv) you must make it clear how to contact you, either in your user agent string, or on your website if you have one.
- e. **No Endorsement or Verification.** Please note that the Wall of ... sites Platform contains access to third-party content, products and services, and it offers interactions with third parties. Participation or availability on the Wall of ... sites Platform does not amount to endorsement or verification by us. We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Wall of ... sites Platform by anyone.
- f. **Ownership.** You acknowledge and agree that Our Content and Materials remain the property of Wall of ... sites' users or Wall of ... sites. The content, information and services made available on the Wall of ... sites Platform are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.

#### 5. **Integrated Service Provider**

You may enable another online service provider, such as a social networking service ("Integrated Service Provider"), to be directly integrated into your account on the Wall of ... sites Platform. By enabling an integrated service, you are allowing us to pass to, and receive from, the Integrated Service Provider your log-in information and other user data. For more information about Wall of ... sites use, storage, and disclosure of information related to you and your use of integrated services within Wall of ... sites, please see our Privacy Policy. Note that your use of any Integrated Service Provider and its own handling of your data and information is governed solely by their terms of use, privacy policies, and other policies.

#### 6. **More About Certain Offerings on the Wall of ... sites Platform**

- a. **Advertisements.** The Wall of ... sites Platform may include advertisements, which may be targeted to content or information on the Wall of ... sites Platform, queries made through the Wall of ... sites Platform, or other information, in an effort to make them relevant to you. The types and extent of advertising by Wall of ... sites are subject to change. In consideration for Wall of ... sites granting you access to and use of the Wall of ... sites Platform, you agree that Wall of ... sites and its third-party providers and partners may place such advertising on the Wall of ... sites Platform. If you wish to become an advertiser, you will be required to enter into separate and supplemental terms with us about providing advertising services on the Wall of ... sites Platform.
- b. **Opinions and Advice:** Opinions and advice expressed on the Wall of ... site Platform or links contained herein, including stories and comments are solely those of the users, who may or may not have medical or scientific training. These opinions do not represent the opinions of the Wall of ... Sites, or its parent company. User stories and comment areas are not reviewed by a physician, counselor or any member of the staff for accuracy, balance, objectivity, or any other reason except for compliance with our terms and conditions. Some of the stories and comments may express advice. Any advice given should be considered an opinion only and in no way a professionals comment.
- c. **Buttons, Links and Widgets.** You have permission to use Wall of ... sites' buttons, links, and widgets, subject to these Terms of Service (including the disclaimers and limitations of liability) and provided that: (a) your use of such buttons, links and widgets link only to the Wall of ... sites Platform; (b) you will not modify such buttons, links, or widgets or associated code in any manner; (c) you will not use any such buttons, links, or widgets in any manner which implies or

suggests that Wall of ... sites endorses, sponsors, or recommends the website on which such buttons, links and widgets are used; and (d) the use of such buttons, links and widgets, and the website on which such buttons, links and widgets are used do not violate Wall of ... sites Acceptable Use Policy.

- d. **Web resources and third-party services.** The Wall of ... sites Platform may also offer you the opportunity to visit links to other websites or to engage with third-party products or services. You assume all risk arising out of your use of such websites or resources.
- e. **Services that Require Separate Agreement.** Certain features or services may require that you enter into a separate and supplemental written agreement prior to use.
- f. **Mental Health:** The Wall of ... sites, understands that reading individual, real-life experiences can be a helpful resource, but it is never a substitute for professional mental health, medical advice, diagnosis, or treatment from a qualified health care provider. If you think you may have a medical emergency, call your doctor or dial 911 immediately. **If you feel you are someone you know will hurt themselves or someone else, please call 911.** Or call the national crisis line, 24 hours, at 1-800-273-8255 or chat online at chat/suicidepreventionlifeline.org.

#### 7. **Reporting Violations of Your Intellectual Property Rights, Wall of ... sites Policies, or Applicable Laws**

We have a special process for reporting violations of your intellectual property rights or other violations of Wall of ... sites policies or applicable laws.

- a. **Copyright Policy and Trademark Policy.** We have adopted and implemented a Copyright Policy and Trademark Policy For more information, including detailed information about how to submit a request for takedown if you believe content on the Wall of ... sites Platform infringes your intellectual property rights, please read our Copyright Policy and Trademark Policy.
- b. **Reports of Other Violations.** If you believe content on the Wall of ... sites Platform violates Wall of ... sites Acceptable Use Policy or otherwise violates applicable law (apart from copyright or trademark violations) or other Wall of ... sites policies, you may submit the following XXXXX. We have no obligation to delete content that you personally may find objectionable or offensive. We endeavor to respond promptly to requests for content removal, consistent with our policies and applicable law.

#### 8. **DISCLAIMERS AND LIMITATION OF LIABILITY**

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF WALL OF ... SITES ENTITIES TO YOU.**

“WALL OF ... SITES PLATFORM” MEANS WALL OF ... SITES, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. WE ARE PROVIDING YOU THE WALL OF ... SITES PLATFORM, ALONG WITH OUR CONTENT AND MATERIALS AND THE OPPORTUNITY TO SHARE STORIES WITH OTHERS, ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WALL OF ... SITES ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.
- b. WALL OF ... SITES MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY USER OR THIRD PARTY; (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE WALL OF ... SITES PLATFORM, INCLUDING AN INTEGRATED SERVICE PROVIDER OR PROFESSIONAL CONTRIBUTOR; (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN

CONNECTION WITH YOUR USE OF THE WALL OF ... SITES PLATFORM; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT. WALL OF ... SITES MAKES NO WARRANTY THAT: (a) THE WALL OF ... SITES PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE WALL OF ... SITES PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE WALL OF ... SITES PLATFORM, A PROFESSIONAL CONTRIBUTOR, OR ANY OTHER USER WILL BE ACCURATE OR RELIABLE; OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED OR PURCHASED BY YOU THROUGH THE WALL OF ... SITES PLATFORM WILL BE SATISFACTORY.

- c. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALL OF ... SITES ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALL OF ... SITES ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE WALL OF ... SITES PLATFORM.
- d. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WALL OF ... SITES PLATFORM IS TO STOP USING THE WALL OF ... SITES PLATFORM.
- e. WITHOUT LIMITING THE FOREGOING, WALL OF ... SITES MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE WALL OF ... SITES PLATFORM OR THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO WALL OF ... SITES IN CONNECTION WITH THE WALL OF ... SITES PLATFORM IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.
- f. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART, AND THE FOREGOING SECTIONS 8(c), 8(d), AND 8(e) WILL NOT APPLY TO A RESIDENT OF NEW JERSEY, TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF WALL OF ... SITES NEGLIGENT, FRAUDULENT, RECKLESS, OR INTENTIONAL MISCONDUCT.

#### 9. **Indemnification**

You agree to release, indemnify, defend, and hold harmless Wall of ... sites Entities from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of the Wall of ... sites Platform, ii) Your Content, iii) your conduct or interactions with other users of the Wall of ... sites Platform, or iv) your breach of any part of this Agreement. We will promptly notify you of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

#### 10. **Dispute Resolution**

This Agreement and any action arising out of your use of the Wall of ... sites Platform will be governed by the laws of the State of Indiana without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with your use of the Wall of ... sites Platform will be brought solely in Randolph County, Indiana, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration will initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 11. General Terms

- a. **Changes to these Terms.** We may amend this Agreement (including any policies, such as the Privacy Policy, Acceptable Use Policy, Copyright Policy, and Trademark Policy that are incorporated into this Agreement) at any time, in our sole discretion. If we amend material terms to this Agreement, such amendment will be effective after we send you notice of the amended agreement. Such notice will be in our sole discretion, and the manner of notification could include, for example, via email, posted notice on the Wall of ... sites Platform, or other manner. You can view the Agreement and our main policies at any time on the Wall of ... sites Platform. Your failure to cancel your account, or cease use of the Wall of ... sites Platform, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Wall of ... sites Platform.
- b. **Governing Law and Jurisdiction.** You agree that Wall of ... sites is operated in the United States and will be deemed to be solely based in Indiana and a passive service for purposes of jurisdictional analysis. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in federal or state court in Randolph County, Indiana and governed by laws of the state of Indiana and federal law, without regard to any conflict of law provisions.
- c. **Use Outside of the United States.** Wall of ... sites expressly disclaims any representation or warranty that the Wall of ... sites Platform complies with all applicable laws and regulations outside of the United States. If you use the Wall of ... sites Platform outside of the United States, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Wall of ... sites Platform.
- d. **Export.** The Wall of ... sites Platform is controlled and operated from our United States offices in Indiana. Wall of ... sites software is subject to United States export controls. No software for Wall of ... sites may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) listed on any U.S. government list of prohibited or restricted parties.
- e. **Applications and Mobile Devices.** If you access the Wall of ... sites Platform through a Wall of ... sites application, you acknowledge that this Agreement is between you and Wall of ... sites only, and not with another application service provider or application platform provider (such as Apple Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Wall of ... sites Platform through a mobile device, your wireless carrier's standard charges, data rates, and other fees may apply.
- f. **Survival.** The following provisions will survive expiration or termination of this Agreement: Section 2(e)(Termination), 2(g)(Feedback), Section 3(Your Content), Section 4(a)-(b) and (d)-(f)(Our Content and Materials), Section 8 (Disclaimers and Limitation of Liability), Section 9 (Indemnification), Sections 10 (Dispute Resolution), and Section 11 (General Terms).
- g. **Notice for Indiana Users.** Under Indiana Civil Code Section, Indiana web users are entitled to the following specific consumer rights notice: The Wall of ... sites Platform is provided by Rainy Day Enterprises LLC, located in Union City, Indiana. If you have a question or complaint regarding the Wall of ... sites Platform, please contact Wall of ... sites at support@wallof-

brokenhearts.com. Indiana residents may reach the Department of Consumer Affairs Consumer Protection Division at the Office of the Indiana Attorney General, 302 W. Washington St., 5th Floor, Indianapolis, IN 46204. You can also request a complaint form by calling 1.800.382.5516 or 317.232.6330.

- h. **Government End Users.** Any Wall of ... sites software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to this Agreement.
- i. **Assignment.** You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.
- j. **Electronic Communications.** You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.
- k. **Entire Agreement/ Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Wall of ... sites Platform and constitutes the entire agreement between you and us regarding the Wall of ... sites Platform (except as to services that require separate written agreement with us, in addition to this Agreement). If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the Agreement, which will remain in full force and effect.
- l. **Interpretation.** In construing or interpreting the terms of this Agreement: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party's favor as a result of its counsel's role in drafting this Agreement.
- m. **Notices.** All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to you, by us via email to the address associated with your account, and (ii) if to us, by you via [legal@rainydayenterprisesllc.com](mailto:legal@rainydayenterprisesllc.com). Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.
- n. **Relationship.** This Agreement does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- o. **Waiver.** No waiver of any terms will be deemed a further or continuing waiver of such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.
- p. **Further Assurances.** You agree to execute a hard copy of this Agreement and any other documents, and to take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.
- q. **Contact.** Feel free to contact us through the Contact Us Page with any questions about these terms. Wall of ... sites is a subsidiary of Rainy Day Enterprises LLC, an Indiana Limited Liability Corporation, located 202 W Pearl Street, Union City, Indiana 47390.