

WishTender

Terms of Use ("Terms")

Our Terms of Use were last updated on December 14, 2022.

Please read these terms and conditions carefully before using <https://www.wishtender.com/> website ("Our Service").

This Agreement is between the individual accessing or using Our Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable ("You") and WISHTENDER LLC ("WishTender").

Acknowledgment

These are the Terms of Use governing the use of this Service and the agreement that operates between You and WishTender. These Terms of Use set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

WishTender is a wishlist website for content creators and public personalities to receive funds for gifts from their fans. "Users" or "Wishers" post items on their wishlist and "Gifters" sponsor the purchase of the item through the WishTender website. WishTender does not purchase any items on behalf of our Users ("Wishers"). WishTender sends the funds for the item directly to the User, through our third-party payment gateway, and the User may complete the purchase on their own behalf.

Electronic Communications

Visiting <https://www.wishtender.com/> or sending emails to WishTender constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

When You create an account with Us, You must provide WishTender information that is accurate, complete, and current at all times. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that WishTender is not responsible for third party access to your account that results from theft or misappropriation of your account. WishTender and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

You may not use as a username or profile image the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name or image that is otherwise offensive, vulgar or obscene.

Content Restrictions

WishTender is not responsible for the content of the Service's users. "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Images of nudity or explicitly sexual acts.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

WishTender reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. WishTender further reserves the right to make formatting and edits and change the manner of any Content. WishTender can also limit or revoke the use of the Service if You post such objectionable Content. As WishTender cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect

or objectionable, and You agree that under no circumstances will WishTender be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

ProhibitedActivity

Users of WishTender, including both Wishers and Tenders, agree not to use the Site in any manner contrary to our list of Prohibited Activities, and acknowledge that this list is not exhaustive, and at any time, WishTender, at its sole discretion may require a user to update their account or face deactivation.

It is prohibited (for the User) to collect or (for the Gifter/Tender) to send funds with the implicit or explicit purpose of facilitating potential illegal or prohibited activities. Such activities may include any exchange of goods or services between the User and the Gifter. WishTender only allows the sending of gift funds and tips to our Users with donative intent and complete knowledge that nothing may be requested or expected by the Gifter.

WishTender reserves the right to investigate use of the Platform, close the User's account or remove any Cart or User Account if a determination is made that use of the Site violates the terms or spirit of the Terms of Use.

We do not allow our Site to be used to distribute obscene materials, including posting images of nudity or explicitly sexual acts. We do not allow the offer, sale, collection or receipt of funds for provision of illegal adult content or sexually-related services such as prostitution.

By using the Site both Wishers and Tenders acknowledge that they will not use the Site to exchange any services or goods or access to services or goods in reciprocation for funds provided by Tenders. Users acknowledge and agree that if they are using WishTender as a means to exchange gift funds for goods or services that WishTender reserves sole discretion to immediately deactivate their account.

WishTender is solely and exclusively a wishlist site where Users may post their desired wishlist items and receive funds in the form of donations toward their wish baskets. WishTender is not to be used as a medium of exchange for any products or services. WishTender reserves the right to deactivate, without prior notice, any User that is not operating within these strict guidelines.

By using this site You expressly understand and explicitly agree that You do not have any right toward or expectation of receipt of any service or product from WishTender Users in exchange for gift funds. By purchasing a gift for a WishTender User, You agree that they have made a conscious decision to gift the WishTender User with donative intent and with no expectation for anything, including product or service, in return for their donation. By using the site You agree to forfeit any and all expectation of any product or service rendered in connection with their gift funds, as that is expressly prohibited by WishTender.

Nudity and Sexual Activities

To abide by our payment provider's policies, we do not allow nudity, pornography, or sexually explicit content (which includes but is not limited to imagery and messaging) on our platform. We recognize that not all content is inherently pornographic, such as nudity in art, but we are unable to support any such explicit content on WishTender.

When You post adult content, You also risk having Your payment balance frozen. We also prohibit content depicting or supporting non-consensual sexual acts and adult sexual solicitation.

While the following list provides specific examples of content that may or may not be allowed, it is not an exhaustive list. The Support Team maintains the right to review content outside of this

list to determine if they are pornographic, adult, or sexually explicit in nature at any time.

Sexual Exploitation

Sexual exploitation is defined as any actual or attempted abuse of a position of vulnerability power, or trust for sexual purposes, including profiting monetarily, socially, or politically from the sexual exploitation of another. We do not permit sexually exploitative content.

Implied Nudity and Sexual Activity

We do not allow depictions, including digitally created or manipulated content, of implied nudity or sexual activity. Implied nudity refers to content depicting nude bodies not wearing any clothing, even if explicit parts are covered (i.e. if you are wearing bottoms, but no top, this is implied nudity). Article of clothing is defined as any wearable item that is worn to cover the body.

Content covering explicit body parts with any type of article of clothing is allowed, provided that they fully cover explicit parts completely:

- Lingerie, underwear, and bikinis are accepted as articles of clothing if worn on the body and all explicit parts as defined are covered
- Pasties are allowed as a top article of clothing as long as all explicit parts as defined are covered
- If pasties look like explicit parts, such as nipples, or explicit parts are still visible through clothing, such as sheer garments, they would not be allowed
- If any article of clothing does not fully cover explicit parts or appear to show explicit parts, the content would NOT be allowed

Content that may be salacious in nature is allowed on WishTender as long as it is not explicit. This may include:

- Content depicting any article of clothing that covers human genitalia, nipples or areola on fem(me)-presenting bodies, pubic regions, or anus
- Content depicting bare, non-explicit body parts, such as feet, neck, abdomen, hands, elbows, shoulders, face, ears, armpits, back, and buttocks

Illegal activities and regulated goods

We work to ensure WishTender does not enable activities that violate laws or regulations. We prohibit the trade, sale, promotion, and use of certain regulated goods, as well as the depiction, promotion, or facilitation of criminal activities. Content may be removed if it relates to activities or goods that are illegal in the jurisdiction of posting.

Criminal activities

Criminal activities cover a wide spectrum of acts punishable by law, including theft, assault, human exploitation, counterfeiting, and other harmful behavior. To prevent such behavior from being normalized, imitated, or facilitated, we remove content that promotes or enables criminal activities.

Do not post or share:

- Content that depicts or promotes acts of physical harm
- Content that depicts or promotes human exploitation, including human smuggling, bonded labor, domestic servitude, sex trafficking, or prostitution
- Content that provides instructions on how to conduct criminal activities

Frauds and scams

We do not permit anyone to exploit our platform to take advantage of the trust of users and bring about financial or personal harm. We remove content that deceives people in order to gain an unlawful financial or personal advantage, including schemes to defraud individuals or steal assets.

Sponsorship/Donors

By accessing the site and completing an order, You fully understand and acknowledge that WishTender does not and will not place an order for the wishlist item(s) on behalf of our User. You understand that WishTender will be sending the funds for the product directly to the User, and it is the Users sole discretion as to what they will do with those funds. You acknowledge that you are merely SPONSORING a product to be purchased from a Users wishlist, and that it is up to the User to determine what they will do with the funds you provided to them with a specific donative intent. All donations are at your own risk.

When you make a donation through the Site, it is your responsibility to understand how your

money will be used. WishTender is not responsible for, nor do we condone or affirm, any offers, promises, rewards or promotions made or offered by Users. Any offers, promises or rewards made by Wishers in connection to gift funding are expressly prohibited by WishTender and will result in account deactivation. We do not and cannot verify all of the information that Users supply, nor do we represent or guarantee that the sponsorships/donations will be used in accordance with the purpose prescribed by a User or in accordance with applicable laws.

Payment Processing

By using the site you acknowledge that WishTender uses a third-party payment processor. You acknowledge that to receive the funds for the items purchased off of your wishlist you must setup your bank details with our third-party payment processor. Our third party payment processor handles all transactions, and is responsible for sending the funds to you upon processing completion.

We utilize various third-party payment processors and gateways, and we reserve the right to contract with additional third-party payment processors and gateways in our sole discretion to process any and all payments associated with the Site and/or Services. Such third parties may impose additional terms and conditions governing payment processing. You are responsible for abiding by such terms. We further disclaim any liability associated with your violation of such terms.

Pricing Policy

WishTender charges a flat 10% surcharge/fee in addition to the price of the product set by the User. This surcharge/fee is charged to cover the cost of our payment merchant and all associated admin costs. We do not offer any automated recurring billing. All orders must be manually processed.

Return, Cancellation & Refund Policy

All Users (Wishers and Tenders) understand and agree that it is our standard policy that purchases and/or fees associated with your account are final and nonrefundable at this time. We reserve the right to address any refund request at our sole discretion.

Gift purchasers must expressly click to accept that each transaction is non-refundable before placing each order. WishTender does not process any recurring or automated billing. Since WishTender does not process future automated or recurring transactions, it is not possible to cancel a transaction before it occurs. All transactions are manually and expressly placed by gift purchasers. As a gift purchaser you acknowledge that your purchase is final and non-refundable.

Disputes and Chargebacks

WishTender takes extra care to ensure that disputes are not levied against the business. In this effort, WishTender has enacted the highest level of security for credit card processing, which has made disputes rare on our platform, however, it's impossible to prevent all disputes. We are committed to working with our users (wishers) to fight wrongful disputes, however, in the case of a lost dispute, WishTender reserves the right to debit the wishlist owner some or all of the amount of the cost of the lost dispute.

Billing Errors

If you believe that you have been erroneously billed, please notify our third-party billing agent immediately of such error. If you do not do so within thirty (30) days after such billing error first appears on any account statement, the fee in question will be deemed acceptable by you for all purposes, including resolution of inquiries made by or on behalf of your banking institution. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported within thirty (30) days of the bill being rendered to you. These terms shall supplement and be in addition to any terms required by third party billing entities we engage to provide billing

services. You are responsible for review and compliance with such entity's terms in addition to those contained in this Agreement.

Thank You Note

After funding a gift, Tenders will receive a Thank You note either from the Wisher or from WishTender on behalf of the Wisher or from WishTender. "Thank You" note refers to any video, image, or text message displayed to the Tender after purchase. The Thank You note will either display after checking out on WishTender or in an email receipt or in an email or in a page on WishTender or elsewhere. The Thank You note may be automated by WishTender on behalf of the Wisher, automated by the Wisher themselves, or manually created by the Wisher and sent to the Tender through WishTender. If Tenders don't provide a valid email address we cannot guarantee Thank You note delivery. Likewise, if there are any issues with email delivery we cannot be held responsible as email issues involve third parties, such as the Tenders email provider. We can not guarantee the delivery of the Thank You note if the Tender exits WishTender before the note is displayed. Thank you notes have no minimum length or required sentiment or text.

Account Verification & Suspension

WishTender may at any time freeze your account if we believe that you are violating our Terms of Service. Such violations include, but are not limited to, using content without permission, listing prohibited items, harassing other users or WishTender employees, misrepresenting yourself, attempting to commit fraud, money laundering or card testing. WishTender reserves the right to initiate our verification process, which, if not met to our complete satisfaction, may result in permanent account suspension. Verification may include, but is not limited to, requesting images of your government issued ID, as well as other additional information.

WishTender reserves the right to suspend any payouts of funds to the User until the account verification process has been completed. Should the User not complete the verification process to WishTender's satisfaction, WishTender may suspend the account indefinitely.

Account abandonment

WishTender will make multiple verification requests to a User before determining, based on non-response, or other evidence, that an account has been abandoned by the user. Should WishTender determine that an account is considered to be abandoned and the User still has funds remaining to be paid out, WishTender will reverse those funds.

Payment

We currently accept payment via all major credit cards, including Visa, American Express, Diners Club International, JCB through our third-party payment processor. We take reasonable care to make our site secure. All credit/debit card transactions are processed using a secure payment gateway. Some accounts and orders may be subject to further verification before the order can be processed. Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

Tax Compliance

By using the Service you acknowledge that you are solely responsible for all applicable local, state, federal or equivalent taxation required by your local laws and governance. WishTender is not responsible for providing any information to you, other than, upon request, a document displaying all funds transferred to you by our third-party payment processor. If WishTender is required to provide a tax document on Your behalf, the cost to generate such document shall be Your responsibility, and You will be billed and shall reimburse WishTender for that fee. You acknowledge and accept that WishTender is not responsible for providing any taxation

documentation and that WishTender is not liable for any issues which arise pertaining to taxation.

Links to Third Party Sites/Third Party Services

<https://www.wishtender.com/> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of WishTender and WishTender is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. WishTender is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by WishTender of the site or any association with its operators. Certain services made available via <https://www.wishtender.com/> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://www.wishtender.com/> domain, you hereby acknowledge and consent that WishTender may share such information and data with any third party with whom WishTender has a contractual relationship to provide the requested product, service or functionality on behalf of <https://www.wishtender.com/> Users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://www.wishtender.com/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to WishTender that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of WishTender or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. WishTender content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of WishTender and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of WishTender or our licensor's except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any

inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another User of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other User from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

WishTender has no obligation to monitor the Communication Services. However, WishTender reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. WishTender reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. WishTender reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in WishTender's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. WishTender does not control or endorse the content, messages or information found in any Communication Service and, therefore, WishTender specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized WishTender spokespersons, and their views do not necessarily reflect those of WishTender.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to <https://www.wishtender.com/> or Posted on Any WishTender Web Page

WishTender does not claim ownership of the materials you provide to <https://www.wishtender.com/> (including feedback and suggestions) or post, upload, input or submit to any WishTender Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting WishTender, our affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. WishTender is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in WishTender's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by WishTender from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the WishTender Content accessed through <https://www.wishtender.com/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless WishTender, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any User postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. WishTender reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WishTender in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Inappropriate, False, or Misleading Content

There are certain types of content we don't want posted on WishTender's Platform. Much of the prohibited content is discussed at length in the section titled "Prohibited Activity." You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, pornographic, or otherwise offensive or in violation of our Prohibited Activity Policy, Community Policy, or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Platform in a manner that is fraudulent or deceptive.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and WishTender agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WISHTENDER LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

WISHTENDER LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WISHTENDER LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WISHTENDER LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WISHTENDER LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

WishTender reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and WishTender as a result of this agreement or use of the Site. WishTender's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of WishTender's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by WishTender with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and WishTender with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and WishTender with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Participation Disclaimer

WishTender does not and cannot review all communications and materials posted to or created by Users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, WishTender is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, WishTender reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; another intellectual property right of another or (d) offensive or otherwise unacceptable to WishTender in its sole discretion, see "Prohibited Activity" for an extensive list.

Changes to Terms

WishTender reserves the right, in its sole discretion, to change the Terms under which <https://www.wishtender.com/> is offered. The most current version of the Terms will supersede all previous versions. WishTender encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

WishTender welcomes your questions or comments regarding the Terms of Service: Email Address: support@wishtender.com

Effective as of October 01, 2020