

Hello! Welcome to Woolah Terms of Service. Please read this carefully before using our app, services, or products. This is a contract between you and Woolah. If you have any questions or suggestions, feel free to email us hello@woolah.co.

As a global platform for creativity and self-expression, Woolah is deeply committed to supporting and protecting freedom of speech. At the same time, we draw lines around a few narrowly-defined but deeply important categories of content and behavior that jeopardize our users, threaten our infrastructure, and damage our user community.

Accepting the Terms of Service

Please read these Terms of Service, and our [Privacy Policy](#) (collectively, the "**Agreement**") carefully before using Woolah.co (the "**Site**") or any applications (including mobile applications) made available by Woolah (together, the "**Service**"), and/or content provided by Woolah (Luecas Aspera Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "**Woolah**," "**we**," or "**us**"). however accessed, you agree to be bound by these terms of use ("**Terms of Use**"). The Service is owned or controlled by Luecas Aspera Inc, ("Woolah"). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.**

Modifications to this Agreement

Woolah reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable. You are responsible for reviewing and becoming familiar with any modifications to this Agreement. Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified.

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

Use of the Services

Eligibility:

- a) You must be at least 13 years old to use the Service.
- b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
- c) You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly

authorized to create accounts on behalf of their employers or clients, Woolah prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Woolah upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

- d) You agree that you will not solicit, collect or use the login credentials of other Woolah users.
- e) You are responsible for keeping your password secret and secure.
- f) You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- g) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.
- h) You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.
- i) You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Woolah.
- j) You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any Woolah users.
- k) You must not use domain names or web URLs in your username without prior written consent from Woolah.
- l) You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Woolah page is rendered or displayed in a user's browser or device.
- m) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

- n) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Woolah terms.
- o) Violation of these Terms of Use may, in Woolah's sole discretion, result in termination of your Woolah account. You understand and agree that Woolah cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Woolah, we can stop providing all or part of the Service to you.
- p) We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your Woolah account by using deactivate option in your account setting. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others).
- q) Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
- r) We reserve the right, in our sole discretion, to change these Terms of Use ("**Updated Terms**") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.
- s) We reserve the right to refuse access to the Service to anyone for any reason at any time.
- t) We reserve the right to force forfeiture of any username for any reason.
- u) We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
- v) You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that Woolah is not responsible or liable for the

conduct of any user. Woolah reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

- w) There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Woolah does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Woolah is in no way responsible or liable for any such third-party services or features. **YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.** You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Woolah has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the Woolah Parties (defined below) harmless for activity related to the Application.
- x) You agree that you are responsible for all data charges you incur through use of the Service.
- y) We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Woolah's express consent).

You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Woolah and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, unless you have been specifically allowed to do so in a separate agreement with Woolah (d) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP

packet headers or e-mail headers; or (e) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

1. Woolah does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Woolah a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service's [Privacy Policy](#). You can choose who can view your Content and activities, including your photos, as described in the [Privacy Policy](#).
2. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Woolah may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
4. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
5. The Service contains content owned or licensed by Woolah ("Woolah Content"). Woolah Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Woolah, Woolah owns and retains all rights in the Woolah Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Woolah Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Woolah Content.
6. Although it is Woolah's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Woolah reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by Woolah, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Woolah encourages you to maintain your own backup of your Content. In other words, Woolah is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage.

Woolah will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

7. You agree that Woolah is not responsible for, and does not endorse, Content posted within the Service. Woolah does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
8. Except as otherwise described in the Service's [Privacy Policy](https://s3-us-west-2.amazonaws.com/s3img.woolah.co/Android+privacy+policy.pdf), available at <https://s3-us-west-2.amazonaws.com/s3img.woolah.co/Android+privacy+policy.pdf>, as between you and Woolah, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Woolah is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Woolah in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Woolah, and Woolah will not be liable for any use or disclosure of any Content you provide.
9. It is Woolah's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Woolah does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that Woolah is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.
10. Woolah posts are provided with a report feature. If you find any post has objectionable content on Woolah, you may report/flag the POST. Upon reporting Woolah admin will remove the objectionable content and block the user who provided the objectionable content in 24 hours.
11. You may report about a abusive user by using report user feature in user's profile. Woolah admin will review this and block that user in 24 hours.
12. Users who wish to deactivate their account could do so from the Edit User Profile.

Release From Liability

You release, to the fullest extent permitted by law, Woolah, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

- Disputes between Subscribers, including those between you and other Subscribers.
- Third party sites and services, including content found on such sites and services.
- Disputes concerning any use of or action taken using your Account by you or a third party.
- Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content.
- Claims relating to in any way to any face-to-face meetings in any way related to Woolah at any venues ("Meetups"), including without limitation claims related to the actions or omissions of any Subscribers or third parties who organize, attend, or are otherwise involved in any Meetups. Woolah does not sponsor, oversee, or in any manner control Meetups.

THE SERVICE, INCLUDING, WITHOUT LIMITATION, WOOLAH CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WOOLAH NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "WOOLAH PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE WOOLAH CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO WOOLAH OR VIA THE SERVICE. IN ADDITION, THE WOOLAH PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE WOOLAH PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE WOOLAH PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE WOOLAH PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE WOOLAH PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE WOOLAH PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

UNDER NO CIRCUMSTANCES WILL THE WOOLAH PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE WOOLAH CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE WOOLAH PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE WOOLAH PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE WOOLAH PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE WOOLAH PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF WOOLAH'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE WOOLAH PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT,

SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE WOOLAH PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

WOOLAH IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Woolah's request), indemnify and hold the Woolah Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Woolah in the defense of any claim. Woolah reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Woolah.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Woolah.

You agree that any claim you may have arising out of or related to your relationship with Woolah must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

These Terms of Use are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON

CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. You and Woolah agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Woolah otherwise agree in writing. Before resorting to litigation, we strongly encourage you to contact us directly to seek a resolution. For any action at law or in equity relating to the arbitration provision of these Terms of Use.

You agree that any claim or dispute you may have against Woolah must be resolved exclusively by a state or federal court located in San Francisco, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within San Francisco, California for the purpose of litigating all such claims or disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Woolah's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Woolah reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Woolah.

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and Woolah and governs your use of the Service, superseding any prior agreements between you and Woolah.

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Woolah to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Woolah provides.

Software related to or made available by the Service may be subject to United States export controls. Thus, no software from the Service may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between you and Woolah with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by you except with Woolah's prior written consent. Woolah may assign this Agreement in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Woolah in any respect whatsoever. Any notice to Woolah that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to *Woolah, Luecas Aspera Inc., 169, 11th street San Francisco CA 94103, Attn: Legal Department.*

The effective date of these Terms of Use is January 19, 2013. These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.