**SPOUZAL, LLC WEBSITE TERMS OF USE**

Welcome to Spouzal, LLC (“Spouzal”) is the developer and operator of the website www.spouzal.com (the “Site”). Please read these Terms of Use fully and carefully before using the Site and the services, features, content, applications, or products (collectively, the “Services”) offered by Spouzal. These Terms of Use create a legally binding agreement for your use of the Site. These Terms of Use include all “Content,” which includes, but is not limited to, information, data, text, photographs, videos, audio clips, software, scripts, written posts and comments, graphics, and interactive features provided for use or otherwise accessible for the Services on the Site.

1. ACCEPTANCE OF TERMS OF USE.
	1. By registering and/or using the Services on the Site in any manner, including accessing, visiting, browsing or using the Site, you acknowledge and agree that you are at least 13 years old or older and a person that has not been suspended or removed by Spouzal for any reason. If you are minor under 13 years old, you are not permitted to use the Site. By using the Site, you acknowledge and agree that have read, understood, and agree to these Terms of Use, and all other operating rules, policies, and procedures published on the Site by Spouzal.
	2. Spouzal reserves the right to revise these Terms of Use at any time without notice to you. Your use of the Site and Services constitutes your acceptance to these Terms of Use and any changes or modifications to such. Spouzal may change, suspend, discontinue, add, supplement, or modify any aspect of the Site, Services, or Content without notice to you.
	3. Your use of these Terms of Use is a further agreement to the Spouzal, LLC Privacy Policy, (the “Privacy Policy”), which is incorporated herein by reference.
	4. By using the Site or the Services, you agree to the Arbitration Notice and Class Action Waiver, which provides: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SPOUZAL WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.
2. USE LICENSE.

Subject to these Terms of Use, Spouzal grants you a personal, limited, non-transferable, and non-exclusive license to use the Site, and access the Content, but solely for the purposes of using the Services. You may not otherwise copy, modify, or distribute the contents of the Site without the prior written consent of Spouzal. You may not modify, publish, transmit, participate in the transfer of, sell, create derivative works from, or in any way exploit any of the Content found on the Site, in whole or in part. You are responsible for your own communications, including the transmission, uploading or posting of information to the Site, and are responsible for the consequences of such communications. Any other use of the Site, Services, or Content requires the prior written consent of Spouzal.

1. RULES OF CONDUCT.
2. As a condition to your use of the Site and/or Services, you agree that you will not post, communicate or transmit any material that infringes on any intellectual property, publicity or privacy right of another person or entity;
3. As a condition to your use of the Site and/or Services, you agree that you will not post any information which is untrue, inaccurate or not your own;
4. As a condition to your use of the Site and/or Services, you agree that you will not engaging in conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law or regulation;
5. As a condition to your use of the Site and/or Services, you agree that you will not attempt to interfere in any way with the Site or Services, Spouzal’s network security, or attempt to use the Site to gain unauthorized access to any other computer system; and
6. As a condition to your use of the Site and/or Services, you agree that you will not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute Content available on the Site. Further, you agree to not use any such automated means to manipulate the Site, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt the Site or any other user’s use of the Site, including, without limitation, via means of overloading, “flooding,” “mailbombing” or “crashing” the Site, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms of Use. You may not frame portions of the Site within another websites. You may not resell use of, or access to, the Site to any third party without the prior written consent of Spouzal.
7. Spouzal reserves the right to read, access, maintain, preserve, and/or disclose any information that it believes is necessary to comply with any law, regulation, lawsuit, or governmental request, or to enforce these Terms of Use, or to detect, prevent, or otherwise remedy and fraud, security, or technical issues, or to protect the rights, property, and/or safety of Spouzal, other users of the Site and/or Services, and the public.
8. AVAILABILITY.

Spouzal does not guarantee that any Content or Services made available on the Site will remain or continue to be available on the Site. Spouzal may, at its sole and absolute discretion, remove, edit, or modify any Content, at any time, without notice to you, and for any reason it determines.

1. REGISTRATION AND PASSWORDS.

To sign up for the Services on the Site and become a “Member,” you will be required to provide specific information. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. You may not select or use as a username the name of another person with the intent to impersonate that person, or use such name that infringes on any right of Spouzal or any third party, and further, such username shall not be offensive, vulgar, or obscene. You are solely responsible for any activity or purchases made through your registration. You may not use another person’s or entity’s account or registration information for the Services without written authorization from such person and Spouzal. You must notify Spouzal of any change in your eligibility to use the Site or the Services. You should not publish or cause to be published, or distribute registration login information. Spouzal reserves the right to suspend, terminate, and/or delete your account or registration at any time for any violation of these Terms of Use, without notice to you.

1. NOTICE OF CONTENT OWNERSHIP.

The Services contain Content that may be provided by Spouzal, its partners, affiliates, subsidiaries, or other third parties, and such Content is protected by trademarks, copyrights, service marks, trade secrets, patents, and/or other proprietary rights and law. You may not use such Content in any matter that infringes upon any right of Spouzal or any other third party. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Site. Spouzal and the Spouzal logo are registered trademarks. All other trademarks are the property of their respective owners. All of the Site’s Content is copyrighted by Spouzal, LLC All rights reserved. Except as expressly set forth in these Terms of Use, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site. All rights not granted under these Terms of Use are reserved by Spouzal.

1. TRANSACTIONS.
2. Members may purchase product(s) or Services available on the Site (each such purchase is referred to herein as a “Transaction”), upon which Members will be asked to supply certain information relevant to the Transaction including, but not limited to, credit card number, the expiration date of the credit card, the Member’s billing address, and shipping information. Any Member that enters into a Transaction on the Site represents and warrants that he/she has the legal right to use any credit card(s) or other payment method(s) utilized in connection with any Transaction. By submitting such information, the Member grants Spouzal the right to provide such information to third parties for purposes of facilitating the completion of the purchase. Verification of information may be required prior to the acknowledgment or completion of any purchase.
3. All Content and/or Services described or depicted on the Site are subject to change at any time without notice. Certain descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from the Site. Spouzal reserves the right, with or without prior notice, to do any of the following: (i) limit the available quantity of or discontinue any product or Service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or Service.
4. BILLING AND RECURRING BILLING
5. Some of the Services offered on the Site, including the purchase of any products, whether on a one-time basis, or on a reoccurring basis, may be subject to payments now or in the future (collectively, the “Paid Services”). Any disclosures provided to you during the sign up stage on the Site, or during a Transaction are incorporated into these Terms of Use by reference.
6. For any Paid Services, Spouzal uses a third party processor (the “Processor”) to bill you through a payment account connected to your registration account (“Billing Account”). The processing of payments will be subject to these Terms of Use, as well as all terms, conditions, and privacy notices of the Processor. Spouzal is not responsible for errors or mistakes by the Processor. By entering into a Transaction for Paid Services, you acknowledge and agree that you are entering into a binding contract with Spouzal and agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges, and you further agree to authorize Spouzal to process such payments through the Processor. In addition, you remain responsible for any taxes that may be applicable to your Transactions. While not obligated to do so, Spouzal may correct any errors by the Processor even if it has requested or received payment.
7. If you enter into a Transaction for Paid Services, you agree that the terms of payment for the Transaction are based upon the agreements between you and your respective financial institution, credit card issuer, or other provider. If Spouzal does not receive payment for the Transaction for Paid Services through the Processor, you agree to pay all amounts due for any Paid Services.
8. THE PAID SERVICES OFFERED ON THE SITE, SUCH AS MONTH-TO-MONTH, OR ANY PREPAID MEMBERSHIP, CONSIST OF AN INITIAL PERIOD OF MEMBERSHIP, FOR WHICH THERE IS A ONE-TIME CHARGE, FOLLOWED BY RECURRING PERIOD CHARGES AS AGREED TO BY YOU (“MEMBERSHIP PLAN”). YOU HAVE THE OPTION OF SELECTING EITHER A MONTH-TO-MONTH MEMBERSHIP PLAN, OR A PREPAID MEMBERSHIP PLAN OVER A 3, 6, OR 12 MONTH PERIOD. EACH MEMBERSHIP PLAN IS A RECURRING PLAN. YOU ACKNOWLEDGE AND AGREE THAT SUCH PAID SERVICES HAVE AN INITIAL AND RECURRING PAYMENT FEATURE, AND YOU ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES PRIOR TO CANCELLATION. ALL RECURRING PAYMENTS ARE EARNED UPON PAYMENT. YOUR MEMBERSHIP PLAN WILL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE PERIODS EQUAL TO THE MEMBERSHIP PLAN PURCHASED, SUCH AS A MONTH-TO-MONTH MEMBERSHIP PLAN, OR A PREPAID MEMBERSHIP PLAN. YOUR PAYMENT METHOD WILL AUTOMATICALLY BE CHARGED FOR EACH SUCCESSIVE MEMBERSHIP PLAN AT THE THEN-CURRENT SUBSCRIPTION RATE FOR THE MEMBERSHIP PLAN PURCHASED UNTIL YOU CANCEL THE RENEWAL OF YOUR MEMBERSHIP PLAN.
9. UNLESS YOU CANCEL YOUR MEMBERSHIP PLAN PRIOR TO THE TIME OF BILLING FOR A TRANSACTION, WHICH CAN BE DONE BY EMAILING [⚫], YOUR PAYMENT METHOD WILL AUTOMATICALLY BE CHARGED FOR SUCCESSIVE RENEWAL PERIODS OF THE SAME DURATION AS THE PURCHASED MEMBERSHIP PLAN. YOU AGREE THAT SPOUZAL MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY OR IN ACCORDANCE WITH THE TERM OF YOUR PREPAID MEMBERSHIP PLAN) TO YOUR CHOSEN PAYMENT METHOD WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOUR PROVIDE PRIOR NOTICE THAT YOU WISH TO TERMINATE THIS AUTHORIZATION OR TO CHANGE THE PAYMENT METHOD. YOU AGREE THAT SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE SPOUZAL REASONABLY COULD ACT. YOUR NON-TERMINATION OR CONTINUED USE OF A PAID SERVICE REAFFIRMS THAT SPOUZAL IS AUTHORIZED TO CHARGE YOUR BILLING ACCOUNT FOR THAT PAID SERVICE. YOUR CHARGES MAY BECOME PAYABLE IN ADVANCE, IN ARREARS, PER USAGE, OR AS OTHERWISE DESCRIBED WHEN YOU INITIALLY PURCHASED THE MEMBERSHIP PLAN.
10. A MEMBER MAY CANCEL A PREPAID SUBSCRIPTION DURING ONLY THE FIRST MONTH OF THE SUBSCRIPTION. CANCELLATION MAY BE DONE THROUGH YOUR ACCOUNT ON THE SITE OR BY SENDING SPOUZAL AN E-MAIL AT [⚫]. CASH REFUNDS WILL NOT BE ISSUED FOR ENDING A PREPAID MONTHLY SUBSCRIPTION EARLY.
11. You must provide current, complete, and accurate information for your Billing Account on the Site if you enter into any Transaction. You must promptly update all information to keep your Billing Account current, complete, and accurate. You must notify Spouzal of any potential breach of security, such as the unauthorized use of any payment device, or the unauthorized disclosure or use of your username or password. Changes to such information must be made on the Site. If you fail to provide such updated information for any Transaction, whether a single transaction or a reoccurring transaction, you agree that Spouzal may continue to charge you for any Services purchased unless you have terminated your account, have cancelled your Membership Plan or have contacted Spouzal at [⚫].
12. Spouzal reserves the right to revoke a Membership Plan at any time as a result of violation of these Terms of Use or the Privacy Policy.
13. All sales are final with no refunds, returns or exchanges. Renewals must be cancelled prior to the 10th of [each month] to receive a refund and cancellation of a Membership Plan.
14. In the event of a refund, Spouzal is responsible to return funds either back to the original form of purchase or in the form of a credit. No cash refunds are allowed.
15. GIFT SUBSCRIPTIONS.

A Membership Plan may be gifted to another person (“Gift Membership Plan”). Such Gift Membership Plans are subject to these Terms of Use, and the person gifting such Gift Membership Plan shall be bound and responsible for all costs, expenses, for any one-time Transaction or recurring Membership Plan.

1. PRODUCT INFORMATION.

Excluding any content that may be submitted by Members from time to time, Spouzal strives to ensure that the information on the Site is complete and reliable; however, information may occasionally contain pricing errors, typographical errors and other errors or inaccuracies. Spouzal shall try to promptly correct such errors or inaccuracies, but shall not be responsible for such errors or inaccuracies and may cancel Transactions for products or Services if affected by such errors or inaccuracies. Spouzal also reserves the right to limit quantities purchased by Members and to revise, suspend, or terminate an event or promotion at any time without notice (including after an order has been submitted or acknowledged). Spouzal does not guarantee that all products described on the Site will be available.

1. CONTRIBUTED CONTENT GUIDELINES.

By submitting or posting any materials or content on the Site, you grant Spouzal a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant Spouzal the license specified above. You further represent, warrant and covenant that any materials you provide will not contain libelous or otherwise unlawful, abusive or obscene material. Spouzal will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution or compensation to you. All contributed content is subject to these Terms of Use, which include Spouzal’s policy regarding copyright infringement. Spouzal reserves the right not to post your for any reason as determined in the sole and absolute discretion of Spouzal.

1. GENERAL DISCLAIMERS.

You assume all responsibility and risk with respect to your use of the Site. THE SITE, AND ALL CONTENT, MERCHANDISE (AS SUCH TERM IS DEFINED IN SECTION 24 OF THESE TERMS OF USE), SERVICES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE SITE OR A LINKED WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY. SPECIFICALLY, BUT WITHOUT LIMITATION, SPOUZAL DOES NOT WARRANT THAT: (1) THE INFORMATION ON THE SITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Spouzal makes no warranties of any kind regarding any non-Spouzal site to which you may be directed or hyperlinked from these Site. Hyperlinks are included solely for your convenience, and Spouzal makes no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-Spouzal sites. Spouzal does not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site.

1. TAXES.

Your total price for Paid Services will include the price of the product plus any applicable sales tax. Taxes are based on the address you provided and the sales tax rate in effect at the time. Spouzal will charge tax only in states where the goods sold over the internet are taxable.

1. INDEMNIFICATION.

You agree to indemnify, hold harmless, and defend Spouzal, its parent, subsidiaries, divisions, and affiliates, employees, assigns, and their respective officers, directors, employees, agents, assigns, and affiliates from any and all claims, liabilities, damages, costs and expenses of defense, including attorneys’ fees, in any way arising from or related to your use of the Site, your violation of these Terms of Use or the Privacy Policy, defamatory or infringing content posted to the Site by you, or your violation of any law or the rights of a third party.

1. LIMITATION OF LIABILITY.

EXCEPT IN THE CASES OF WILLFUL MISCONDUCT AND RECKLESS CONDUCT ON THE PART OF SPOUZAL, IN NO EVENT SHALL SPOUZAL, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES, ASSIGNS, OR THIRD PARTIES PROVIDING INFORMATION ON THE SITE BE LIABLE TO ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, WHETHER BASED UPON WARRANTY, CONTRACT OR TORT, EVEN IF SPOUZAL HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. EXCEPT IN THE CASES OF WILLFUL MISCONDUCT AND RECKLESS CONDUCT ON THE PART OF SPOUZAL, IN NO EVENT SHALL THE TOTAL LIABILITY OF SPOUZAL, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THE SITE EXCEED THE AMOUNT YOU PAID TO SPOUZAL IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY. You hereby acknowledge and agree that the preceding paragraph shall apply to all Content, Paid Services, Membership Plans, and Merchandise (as such term is defined in Section 24 of these Terms of Use) available through the Site.

1. INTERNATIONAL USE.

Spouzal controls and operates the Site from the United States. Spouzal makes no representation that materials on the Site are appropriate or available for use outside the United States. If you choose to access this Site from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with local laws to the extent local laws are applicable.

1. WAIVER; REMEDIES.

The failure of Spouzal to partially or fully exercise any rights or the waiver of Spouzal of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by Spouzal or be deemed a waiver by Spouzal of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Spouzal under these Terms of Use and any other applicable agreement between you and Spouzal shall be cumulative, and the exercise of any such right or remedy shall not limit Spouzal’s right to exercise any other right or remedy.

1. GOVERNING LAW.

The laws of the State of New York shall govern these Terms of Use without regard to conflict of laws provisions.

1. DISPUTES; ARBITRATION.

Any dispute relating in any way to your visit to, or use of the Site to the products you purchase through the Site, or to your relationship to Spouzal, shall be submitted to confidential arbitration in New York, New York; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, Spouzal may seek injunctive or other appropriate relief in any state or federal court in the State of New York, or other jurisdiction as determined by Spouzal. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of New York. Arbitration under these Terms of Use will be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator’s award will be final and binding and may be entered into as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use will be joined to an arbitration involving any other party subject to these Terms of Use, whether through class action proceedings or otherwise. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or these Terms of Use must be filed within one (1) year after such claim of action arose or be forever banned.

YOU AND SPOUZAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Spouzal agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

1. HEADINGS.

The section and paragraph headings in these Terms of Use are for convenience only and shall not affect the interpretation of these Terms of Use.

1. CONTACT.

You may contact Spouzal at [⚫].

1. SMS AND AUTO DIALED CALLS.

By filling out a Spouzal profile, you expressly request to receive information, via telephone call, e-mail and text/SMS message (including through the use of an automatic telephone dialing system or artificial/prerecorded voice, SMS or MMS (text) messages, even if your telephone number(s) is/are currently listed on any state, federal or corporate Do Not Call list). SMS messages will consist of marketing-related deals, customer information updates and cart abandon reminders. Standard text message rates and cellular data charges apply. You may opt-out by replying “STOP” to any message you receive. Spouzal will respond with an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from Spouzal, unless you sign up again or opt-in. If you have any questions regarding privacy or SMS terms, please read Spouzal’s Privacy Policy which is available at [⚫].

1. E-MAIL COMMUNICATION.

By filling out a Spouzal profile, including filling out any person information, you opt-in to allow Spouzal to occasionally send you newsletters and emails regarding special offers, promotions, features and/or product updates, as well as general marketing e-mails. Spouzal may also communicate with you on behalf of third parties about special offers, promotions, features and/or product updates Spouzal thinks may be of interest to you, or you may have opted-in to receive newsletters or special promotions from one of our trusted third party providers. If you decide you do not wish to receive these communications, you may opt-out by clicking the unsubscribe link or by following the instructions included in the e-mail communication. As a user of the Services, you cannot opt-out of some administrative communications that are reasonably necessary to the Services, such as billing, subscription, or service notifications. You may also opt-out of certain targeted advertising by contacting Spouzal at [⚫].

1. MERCHANDISE.
2. Spouzal may sell merchandise or other offers (collectively, “Merchandise”) through an online store. You may purchase Merchandise only if you can legally purchase and own such items in the particular jurisdiction where you reside.
3. When you order and purchase Merchandise, you represent that you are of legal age to purchase the ordered Merchandise and that the Merchandise can be purchased and owned in your country, state, county, and/or city of residence. Your purchase of Merchandise is subject to the General Disclaimers set forth in Section 12 of these Terms of Use.
4. EFFECTIVE DATE OF THESE TERMS OF USE.

These Terms of Use are effective as of [⚫].

**SPOUZAL, LLC** App End User License Agreement

This End User License Agreement (“Agreement”) is between you and **SPOUZAL, LLC** and governs use of this app made available through the Apple App Store. By installing the **SPOUZAL, LLC** App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the **SPOUZAL, LLC** App.

In order to ensure **SPOUZAL, LLC** provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature found under each post.

1. Parties

This Agreement is between you and **SPOUZAL, LLC** only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. **SPOUZAL, LLC**, not Apple, is solely responsible for the **SPOUZAL, LLC** App and its content.

2. Privacy

**SPOUZAL, LLC** may collect and use information about your usage of the **SPOUZAL, LLC** App, including certain types of information from and about your device. **SPOUZAL, LLC** may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the **SPOUZAL, LLC** App.

3. Limited License

**SPOUZAL, LLC** grants you a limited, non-exclusive, non-transferable, revocable license to use the **SPOUZAL, LLC** App for your personal, non-commercial purposes. You may only use the **SPOUZAL, LLC** App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

4. Age Restrictions

By using the **SPOUZAL, LLC** App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the **SPOUZAL, LLC** App does not violate any applicable law or regulation. Your access to the **SPOUZAL, LLC** App may be terminated without warning if **SPOUZAL, LLC** believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child’s use of the **SPOUZAL, LLC** App, you agree to be bound by this Agreement in respect to your child’s use of the **SPOUZAL, LLC** App.

5. Objectionable Content Policy

Content may not be submitted to **SPOUZAL, LLC**, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Warranty

**SPOUZAL, LLC** disclaims all warranties about the **SPOUZAL, LLC** App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, **SPOUZAL, LLC**, not Apple, shall be solely responsible for such warranty.

7. Maintenance and Support

**SPOUZAL, LLC** does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, **SPOUZAL, LLC**, not Apple, shall be obligated to furnish any such maintenance or support.

8. Product Claims

**SPOUZAL, LLC**, not Apple, is responsible for addressing any claims by you relating to the **SPOUZAL, LLC** App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the **SPOUZAL, LLC** App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

9. Third Party Intellectual Property Claims **SPOUZAL, LLC** shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the **SPOUZAL, LLC** App. To the extent **SPOUZAL, LLC** is required to provide indemnification by applicable law, **SPOUZAL, LLC**, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the **SPOUZAL, LLC** App or your use of it infringes any third party intellectual property right.