Terms of Use

1.0 Acceptance of Terms

1.1 WonderfulQuote.com is a website that offers collections of quotations by author and by topic.

1.2 Diffen LLC, a Washington State LLC, makes WonderfulQuote.com, including all information and services on WonderfulQuote.com, available to you subject to the terms provided in this document (Terms of Use).

1.3 You accept these terms by accessing or otherwise using WonderfulQuote.com *in any way*. IF YOU DO NOT AGREE TO ALL THE TERMS IN THIS DOCUMENT, DO NOT USE WONDERFULQUOTE.COM.

1.4 Diffen LLC reserves the right to change these terms of use at any time at its sole discretion without notice to you, by posting a new Terms of Use document on WonderfulQuote.com. You can find the most current Terms of Use at https://www.wonderfulquote.com/terms-of-use. Your continued use of WonderfulQuote.com after a change in the Terms of Use constitutes your acceptance of the new Terms of use.

2.0 Description of Services

2.1 Diffen LLC provides WonderfulQuote.com access for users to view and rate content such as quotations, poems or excerpts.

2.2 WonderfulQuote.com may also include advertisements from third-parties.

2.3 Diffen LLC may send emails regarding WonderfulQuote.com content or features to users who provide their email address. Users who no longer wish to receive such emails may unsubscribe at any time by clicking the unsubscribe link at the bottom of any WonderfulQuote.com email.

2.4 Unless explicitly stated otherwise, any new features added to WonderfulQuote.com will be governed by this Terms of Use Agreement.

2.5 Certain features and access on WonderfulQuote.com may be limited to users who log in with a WonderfulQuote.com account.

3.0 User Accounts

3.1 You agree to provide WonderfulQuote.com with accurate information if you choose to create a user account.

3.2 Your user account will have a username and password associated with it. You are responsible for maintaining the confidentiality of your password. You are fully responsible for all activities that occur under your username and password.

3.3 You agree that Diffen LLC may access, preserve, and disclose your account information and any content you post through WonderfulQuote.com if required to do so by law, or, in good faith to: (a) comply with legal process; (b) enforce the Terms of Use Agreement; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of WonderfulQuote.com, its users and the public.

4.0 User Conduct

4.1. You agree not to use the content and services of WonderfulQuote.com to:

- a. upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- b. use or copy WonderfulQuote.com content to create or otherwise contribute to a similar website or publication.
- c. vandalize WonderfulQuote.com by adding or modifying content so that it is intentionally untrue, misleading, or offensive.
- d. impersonate any individual or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- e. forge headers, manipulate identifiers or otherwise disguise the origin of any information transmitted through or to WonderfulQuote.com
- f. interfere with or disrupt WonderfulQuote.com or servers or networks connected to WonderfulQuote.com or disobey any requirements, procedures, policies or regulations of networks connected to the WonderfulQuote.com website;
- g. stalk or otherwise harass another user; or
- h. harm minors in any way;
- i. violate any applicable local, state, national or international law

4.2 Any content you submit that violates this Terms of Use Agreement is subject to immediate removal, and your user account may be disabled or deleted.

5.0 No Resale of Service

You agree that you will not reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of WonderfulQuote.com, use of WonderfulQuote.com, or access to WonderfulQuote.com.

6.0 Privacy Policy

You agree to Diffen LLC's use of your data in accordance with the WonderfulQuote.com privacy policy. Please read the WonderfulQuote.com privacy policy located at <u>https://www.wonderfulquote.com/privacy-policy</u>. The privacy policy is incorporated by reference into this Terms of Use Agreement.

7.0 Third party content

7.1 Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through WonderfulQuote.com, are solely between you and such advertiser. This includes payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings.

7.2 You agree that Diffen LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such third-party dealings or as a result of the presence of such advertisers on WonderfulQuote.com

7.3 WonderfulQuote.com may provide, or third parties may provide, links to other websites or resources. Because Diffen LLC has no control over such sites and resources, you agree that Diffen LLC is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further agree that Diffen LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

8.0 Copyrights and Licensing

8.1 Content on WonderfulQuote.com

WonderfulQuote.com provides lists of quotations to users. These quotations may be in the public domain or may be protected by copyright law, with all intellectual property owned by the respective authors. To the extent that Diffen LLC produces new creative works, such as quotes overlaid on images, all copyrights and intellectual property rights for such creative works are the sole property of Diffen LLC.

Subject to your compliance with all terms of use in this document, Diffen LLC grants you a non-exclusive, non-transferable, personal license to view the content of WonderfulQuote.com. This

license may be revoked by Diffen LLC at any time and for any reason. In addition, this license is subject to the following restriction: you may not distribute the content for any commercial purpose.

Certain proprietary marks or designs such as trademarks of third parties may be mentioned in the content on WonderfulQuote.com. These marks or designs remain the property of their respective owners and may be subject to additional restrictions on their use. Certain images and other media may be licensed under Creative Commons by their copyright owners and Diffen LLC may use them under such license.

8.2 WonderfulQuote.com Code

You agree that any software or code used by WonderfulQuote.com to provide you with content or services on WonderfulQuote.com constitutes proprietary confidential information protected by applicable intellectual property laws governing the rights of Diffen LLC. Diffen LLC grants you a personal, non-transferable, and non-exclusive license to use such software or code as necessary to access WonderfulQuote.com content and services. You may not copy, modify, create a derivative work of, reverse engineer, reverse assemble, otherwise attempt to discover any source code, or, allow a third party to do so. You agree not to modify the software in any manner or form, or to use modified versions of the Software. You agree not to access the services or content of WonderfulQuote.com by any means other than through the interface provided for that purpose through WonderfulQuote.com.

8.3 Trademarks

You agree not to display or use the WonderfulQuote.com logo or other WonderfulQuote.com trademarks or service marks without prior permission from Diffen LLC. Diffen LLC is under no obligation to provide such permission if asked.

9.0 Reporting Copyright or other Proprietary Infringement

9.1 We respect the intellectual property rights of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Diffen LLC's Agent the following information pursuant to DMCA 17 U.S.C § 512:

a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

b. a description of the copyrighted work or other intellectual property that you claim has been infringed;

c. a description of where the material that you claim is infringing is located on the site;

d. your address, telephone number, and e-mail address;

e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law

f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

9.2 Diffen LLC's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Nikhilesh Jasuja, Diffen LLC, P.O. Box 2546, Kirkland, WA 98083-2546

By phone: 206-395-9346

By email: jasuja@diffen.com

10.0 Indemnity

You agree to indemnify and hold Diffen LLC, and its affiliates, officers, agents or other partners and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of: content you submit, post, transmit or make available through WonderfulQuote.com; your use of WonderfulQuote.com; your violation of the Terms of Use Agreement; or your violation of any intellectual property rights of another.

11.0 Disclaimers

11.1 Disclaimer of Warranties

BY ACCEPTING THESE TERMS OF USE, YOU AGREE THAT:

- A. YOUR USE OF THE WONDERFULQUOTE.COM IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DIFFEN LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- **B. DIFFEN LLC MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, (III) THE RESULTS THAT MAY BE OBTAINED FROM**

WONDERFULQUOTE.COM WILL BE ACCURATE OR RELIABLE, OR (IV) THAT ANY ERRORS IN SOFTWARE OR CONTENT WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH WONDERFULQUOTE.COM IS DONE AT YOUR OWN DISCRETION AND RISK. DIFFEN LLC MAKES NO WARRANTY THAT MATERIAL DOWNLOADED IS FREE OF ANY VIRUS, WORM, SPYWARE OR OTHER HARMFUL SOFTWARE. YOU ARE RESPONSIBLE FOR YOUR COMPUTER SECURITY AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM DOWNLOADING OR OBTAINING SUCH MATERIAL.

11.2 Jurisdiction and legality of content

Publication of information found on WonderfulQuote.com may be in violation of the laws of the country or jurisdiction from where you are viewing this information. The WonderfulQuote.com website is stored on a server in the United States of America, and is maintained in reference to the protections afforded under local and federal law. Laws in your country or jurisdiction may not protect or allow the same kinds of speech or distribution. Diffen LLC does not encourage the violation of any laws; and cannot be responsible for any violations of such laws, should you link to this domain or use, reproduce, or republish the information contained herein.

11.3 WonderfulQuote.com does not provide professional advice

If you need specific advice (for example, medical, legal, financial, or risk management) please seek a professional who is licensed or knowledgeable in that area.

a. Medical Disclaimer

WONDERFULQUOTE.COM DOES NOT GIVE MEDICAL ADVICE

WonderfulQuote.com contains quotations on many medical topics. Diffen LLC makes **no warranty whatsoever** that any of the quotes on these topics are accurate. There is absolutely no assurance that any statement contained or cited in a quote touching on medical matters is true, correct, precise, or up-to-date. Even if a statement made about medicine is accurate, it may not apply to you or your symptoms.

Nothing on WonderfulQuote.com should be construed as an attempt to offer or render a medical opinion or otherwise engage in the practice of medicine.

b. Legal Disclaimer

WONDERFULQUOTE.COM DOES NOT GIVE LEGAL OPINIONS

WonderfulQuote.com also contains quotations on several legal topics. Diffen LLC makes **no warranty whatsoever** concerning the accuracy of any of these quotations. There is absolutely no assurance that any statement contained in a quote touching on legal matters is true, correct or precise. Law varies from place to place and it evolves over time - sometimes quite quickly. Even if a statement made about the law is accurate, it may only be accurate in the jurisdiction of the person posting the information; as well, the law may have changed, been modified or overturned by subsequent development since the entry was made on WonderfulQuote.com.

Nothing on WonderfulQuote.com should be construed as an attempt to offer or render a legal opinion or otherwise engage in the practice of law.

11.4 Content Disclaimer

WONDERFULQUOTE.COM CONTAINS SPOILERS AND CONTENT YOU MAY FIND OBJECTIONABLE

In its ambitious mission of collecting all of the best quotations from human history, WonderfulQuote.com contains quotes on a vast array of topics. A relatively small fraction of these topics are frequently censored by educational, governmental, corporate, parental and other filtering schemes.

- Some WonderfulQuote.com quotations discuss words or language that may be considered profane, vulgar or offensive by some readers.
- WonderfulQuote.com contains many different images, some of which are considered objectionable or offensive by some readers. For example, some contain graphical depictions of violence, or depictions of human anatomy.
- Many quotations contain frank discussion of controversial topics. Some subjects that are discussed have criminal applications in some jurisdictions. Others contain information on dangerous or otherwise risky activities (see the General disclaimer and Risk disclaimer).
- WonderfulQuote.com contains spoilers (information that spoils the end of a book, movie, or TV series).
- WonderfulQuote.com may contain triggers for people with post-traumatic stress disorder.
- WonderfulQuote.com may contain images and videos which can trigger epileptic seizures and other medical conditions.

Our current policy is to include such content, provided the information does not breach any of our existing policies, or any of the laws of the United States and its political subdivisions, where WonderfulQuote.com is hosted.

11.5 Risk Disclaimer

USE WONDERFULQUOTE.COM AT YOUR OWN RISK

PLEASE BE AWARE THAT ANY INFORMATION YOU MAY FIND ON WONDERFULQUOTE.COM MAY BE INACCURATE, MISLEADING, DANGEROUS OR ILLEGAL.

None of the authors, contributors, sponsors, administrators, vandals, or anyone else connected with WonderfulQuote.com, in any way whatsoever, can be responsible for your use of the information contained in or linked from these web pages.

DO NOT RELY UPON ANY INFORMATION FOUND ON WONDERFULQUOTE.COM WITHOUT INDEPENDENT VERIFICATION.

12.0 Limitations on Damages

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DIFFEN LLC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF DIFFEN LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE WONDERFULQUOTE.COM; (ii) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON WONDERFULQUOTE.COM; OR (iii) ANY OTHER MATTER RELATING TO WONDERFULQUOTE.COM.

13.0 Miscellaneous

13.1 **No third party beneficiaries.** Except as otherwise expressly provided in this Terms of Use Agreement, this Terms of Use Agreement is intended solely for the benefit of you and Diffen LLC, and no third party is intended to be able to enforce or otherwise be considered a beneficiary to this Terms of Use Agreement.

13.2 **Entire Agreement.** This Terms of Use Agreement and the documents incorporated by reference into this Terms of Use Agreement constitute the entire agreement between you and Diffen LLC and governs your use of WonderfulQuote.com, superseding any prior agreements between you and Diffen. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services such as third-party content or third-party software.

13.3 **Choice of Law and Forum.** The Terms of Use Agreement and the relationship between you and Diffen LLC shall be governed by the laws of the State of Washington. You and Diffen LLC agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington. This is true even if you live in a different state or country. **DO NOT USE WONDERFULQUOTE.COM IF YOU CAN NOT AGREE TO THIS CHOICE OF LAW AND FORUM.**

13.4 **Waiver and Severability of Terms.** The failure of Diffen LLC to exercise or enforce any right or provision of the Terms of Use Agreement shall not constitute a waiver of such right

or provision. If any provision of the Terms of Use Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use Agreement remain in full force and effect.

13.5 **Statute of Limitations.** Any claim or cause of action arising out of or related to use of WonderfulQuote.com or the Terms of Use Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

13.6 **Entire Agreement**. This agreement is complete and effective at the time you agree to it by accessing or using WonderfulQuote.com. This agreement, together with any documents specifically incorporated by reference, constitutes the entire agreement between Diffen LLC and you.