

# WeddingWire User Terms for Geofilters

*Effective: May 30, 2017*

These WeddingWire User Terms for Geofilters ("Geofilter Terms"), along with the WeddingWire Terms of Use located at <https://www.weddingwire.com/corp/legal/terms-of-use> ("Terms of Use"), and WeddingWire's Privacy Policy located at <https://www.weddingwire.com/corp/legal/privacy-policy> ("Privacy Policy," collectively with the Geofilter Terms and the Terms of Use, the "Agreement") are applicable to, and govern your use of, the Geofilters services available through WeddingWire, Inc. ("WeddingWire" or "WW"), as available at <https://www.weddingwire.com/wedding-snapchat-filters> (the "Services"). In the event of a conflict between these Geofilter Terms and any other WeddingWire terms and conditions incorporated herein, the terms and conditions of these Geofilter Terms shall govern and control.

By purchasing and/or using the Services, you signify your acceptance of this Agreement. If you do not agree to the terms and conditions of this Agreement, please do not use or purchase the Services. We reserve the right to amend this Agreement from time to time without notice. All modified terms and conditions shall take effect immediately after posting to the WeddingWire website at <https://www.weddingwire.com/wedding-snapchat-filters>. We encourage you to review this page periodically because any changes will be binding on you. This Agreement may not be modified, amended, and/or changed by you in any manner.

## **GEOFILTER SERVICES ARE:**

1. **NON-CANCELLABLE, NON-CHANGEABLE, AND NON-REFUNDABLE.** Upon confirmation of your order for the Services, your order cannot be cancelled, changed, or refunded at any time or for any reason. **We strongly encourage you to ensure the accuracy of your order before confirming/purchasing, including the designated date, time, geo-location, and content. We cannot stop or change your order once payment is processed.**
2. **PROVIDED 'AS IS'.** The Services are provided entirely by third party providers. As such, WeddingWire does not provide the Services and has no control over the availability and functionality of the Services. You agree that WeddingWire is not responsible for any damages, defects, unavailability (including in either timing or geography), delivery, or other issues with the Services, including any user-generated content made available through the Geofilters or use of the Services by users for purposes or in ways other than you anticipated.
3. **SUBJECT TO THIRD PARTY TERMS.** Your use of the Services are also subject to the terms and conditions of our third party service providers who provide the Service, including the Snap Inc. Terms of Services at <https://www.snap.com/en-US/terms/>, the Snapchat Privacy Policy at <https://www.snap.com/en-US/privacy/privacy-policy/>, the Snap Inc. On-Demand Geofilter Terms and Conditions at <https://www.snap.com/en-US/terms/on-demand-geofilters/>, the Snapchat Community Guidelines at <https://support.snapchat.com/en-US/a/guidelines>, and such other terms as may be available through the foregoing links..

**LIMITED LIABILITY.** IN NO EVENT SHALL WEDDINGWIRE, OUR EMPLOYEES, OR OUR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR DIRECT, INDIRECT DAMAGES, LOST PROFITS, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY

KIND WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE GEOFILTERS SERVICES, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. WEDDINGWIRE'S LIABILITY, AND THAT OF OUR EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES YOU PAY TO US FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR \$100, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.