

**TERMS AND CONDITIONS – PRIVACY POLICY**  
**(Last Updated 1-2-2018)**

Welcome to www.woameet.com – a website created with the purpose of connecting like-minded adventurers organized by Wild Outdoor Adventures LLC, a Colorado limited liability company (referred to herein as the “**Company**”). These Terms and Conditions – Privacy Policy (this “**Agreement**”) shall govern your use of www.woameet.com. By accessing and/or using the www.woameet.com website, via desktop, mobile application or any other form, including any pages within the website (the “**Website**”), you agree to be bound by the terms and conditions of this Agreement. Each and every event (each, an “**Event**”) in any way related to the Website shall also be governed by the terms and conditions of this Agreement. This Agreement shall apply in full force and effect, at all times and from time to time, to your use of the Website or participation in any Event, and by using this Website or participating in any Event you expressly accept all of the terms and conditions contained herein in its entirety. If you do not accept any of the terms or conditions contained in this Agreement, you may not use the Website or participate in any Event. This agreement is an electronic contract that establishes the legally binding terms you must accept to use the Website and/or to participate in an Event. For purposes of the agreement, the term ‘**Participant**’ means any person who uses the Website and/or participates in the Event in any manner.

**1. Acceptance of Terms and Conditions.**

- a. By accepting the terms and conditions of this Agreement, the Company may provide you the opportunity to access materials, groups, information and other content on www.woameet.com, provided, however, the Company reserves the right, in its sole and absolute discretion, to deny any person or participant the right to further use of the Website or participation in any Event or all Events, for any reason or no reason. Additionally, the Company may update this Agreement from time to time and at any time in its sole and absolute discretion, and you hereby agree that any such terms and conditions, as amended, shall govern your use of the Website or participation in any Event. Any such modifications shall be effective at such time as indicated by the Company in its sole discretion.
- b. By using the Website or participating in an Event, you consent to have this Agreement and all notices provided to you in electronic form. Please print a copy of this Agreement for your records. By using the Website, creating a profile, registering for, and/or attending an Event, you consent to receive this Agreement in electronic form.
- c. To withdraw your consent as provided herein you must terminate your profile by providing written notice to the Company at its principal office address and agree to cease all further use of the Website.
- d. The Company does not guarantee the accuracy of any content contained in this Website or in any materials related to the Website or an Event. The Company relies on information provided by participants, and does not ensure the accuracy of such information. You hereby agree that you shall release and hold harmless the Company, its officers, directors, managers, members, employees, agents, owners and affiliates (the “Released Parties”) from any and all liability related to any information contained on this Website or provided in any manner related to the Website, the services provided by the Company, or any Event.

**2. Eligibility.**

The Website is not for use by minors (defined as those who are under the age of 18 year of age), and you may not use the Website or participate in an event if you are a minor, except as set forth in the next sentence. With parental permission, minors age 16 and 17 may use the Website, provided, however, such minor and his/her parents/guardians recognize that such minor may interact with other Participants on the Website, and that the content contributed by other Participants may not be appropriate for minors. By accessing and using the Website you represent and warrant that you are of consenting age, and have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you attend an Event, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any government entity. Attending an Event and using the Website may be prohibited or restricted in certain countries. If you are a resident outside of the United States,

you are responsible for complying with the laws and regulations of the territory from the Event location. The Company may create additional eligibility requirements and may modify these eligibility requirements at any time and from time to time in its sole and absolute discretion, with or without notice to you. Under no circumstances shall use or participation be permitted if it is violation of any applicable law of any governing jurisdiction.

**3. Creating a Profile and Attending an Event(s).**

- a. If permitted by the Company, which permission may be withheld by the Company in its sole and absolute discretion, and provided that you comply with all of the requirements of the Company, including without limitation the terms and conditions of this Agreement, you may create a profile on [www.woameet.com](http://www.woameet.com).
- b. By choosing to provide any information on the Website, you agree to provide the Company only with accurate biographical information. If any information is found to be false, you shall be liable to the Released Parties and any third parties for any liabilities arising related to such falsified information, and the Company may, in its sole discretion, prohibit you from further use of the Website and/or participation in any future Events.
- c. The Company does not under any circumstances guarantee the accuracy of the information concerning any of its Participants.
- d. All Events are organized by individual Participants and not the Company. The Company does not sponsor any Event (unless set forth in writing that the Event is sponsored by the Company) and the Company shall not be responsible for any action or inaction of any third party related to an Event. Accordingly, you hereby release and hold harmless and the Released Parties from any and all liability related to any damage, injury, including death, liability, or other harm you or any other party may incur related to an Event or any other content related to the Website. In the event that any liability arises from any action or inaction of yours related to an Event, you hereby agree to indemnify the Company in all respects related to such damage, injury, liability, etc.
- e. You are responsible for keeping your profile updated at all times. All participants agree that the Company and its employees will not be held liable for the safety or conduct of Event attendees/participants or of their property when traveling to or from or while attending any Event, whether or not the Company or any of its employees are involved.

**4. Changes and Termination.**

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Website, mobile app, or any other services with or without notice. Further, the Company reserves the right to change this Agreement at any time and to notify you by posting an updated version of the Terms and Conditions – Privacy Policy on this Website. You are responsible for regularly reviewing the Terms and Conditions – Privacy Policy, including, without limitation, by checking the date of "Last Update" at the top of this page. Continued use of the Website, mobile app, or any other services after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the our Website, mobile app, or any other services constituting consideration from the Company to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms and Conditions – Privacy Policy (2) any policy or practice of the Company in operating the Website, mobile app, or any other services or (3) any content available through the Website, mobile app, or any other services, is to stop visiting and using our Website, mobile app, or to stop participating in our other services, including without limitation the Events. Additionally, The Company may, in its sole and absolute discretion, from time to time and at any time, terminate, restrict, and/or modify your use of the Website, mobile app, or any other services without notice to you, including without limitation terminating your profile and/or prohibiting you from participating in the foregoing.

**5. Non-Commercial Use by Participants.**

The Website is for personal use only. Participants may not use the Events in connection with any commercial endeavors, such as advertising or soliciting any use to buy or sell any products or services not offered by the Company. Organizations, companies and/or

businesses may not use the Website for any purpose to promote their company or any purpose outside of attending an event(s). The Company may investigate and take legal action in response to illegal and/or unauthorized uses of the Website including collecting user names, emails, and profile information for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

**6. Your Interactions With Other Participants.**

**ALL PARTICIPANTS ARE SOLELY RESPONSIBLE FOR THEIR INTERACTIONS WITH OTHER PARTICIPANTS. YOU UNDERSTAND THAT THE COMPANY DOES NOT INQUIRE INTO THE BACKGROUNDS OF ANY OF ITS PARTICIPANTS OR ATTEMPT TO VERIFY THE STATEMENTS/INFORMATION ENTERED BY ANY SUCH PARTICIPANT. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS.**

The Company is not responsible for the conduct of any Participant. In no circumstance shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Website, the mobile app, or Events including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Participants or persons you meet through an Event or the Website. You agree to take all necessary precautions in all interactions with any other Participant, particularly if you decide to communicate or meet in person, or if you decide to send money to another event participant/attendee. You understand that the Company makes no guarantees, either express or implied, regarding your interactions with individuals you meet through the events or through use of the Website. Under no circumstances should you should provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to any Participant or third party related to the Website or any Event.

**7. Proprietary Rights.**

The Company owns and retains all proprietary rights in the Website, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Website contains the trademarks, and other proprietary information of the Company, its affiliates and licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Website, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

**8. Content You Publish on the Website.**

You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "**post**") on the Website or transmit to other Participants, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, "**Content**"). You may not post on the Website or as part of any Event, or transmit to the Company or any other Participant (either on or off the Website), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post on the

Website (your profile or any comments). The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website or the Company. By posting Content on the Website, you automatically grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.

The following is a partial list of the kind of content that is prohibited on the Website and in connection with the services provided by the Company. This list is not exhaustive, and the Company reserves the right to determine what is prohibited. You may not post, upload, display or otherwise make available content that:

- a. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b. advocates harassment or intimidation of another person;
- c. requests money from, or is intended to otherwise defraud, other users of the Website;
- d. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
- e. promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- f. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- g. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- h. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- i. provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- j. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- k. contains any pornographic, sexual, or inappropriate images, videos, texts, audio files or any other medium whatsoever, or any links or instructions for access regarding the foregoing;
- l. provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- m. solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and
- n. publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Website or terminating your profile.

Your use of the Website and your Event participation, including all Content you post, must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such

as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.

#### 9. **Prohibited Activities.**

The Company reserves the right to investigate and/or terminate your profile, and take legal action against you, if you have misused the Website or any of the services provided by the Company, or behaved in a way the Company regards as inappropriate or unlawful, including without limitation any actions or communications that occur off the Website but involve Participants you meet through the Events. The following is a partial list of the type of actions that you may not engage in with respect to an Event(s).

You will not:

- a. impersonate any person or entity;
- b. solicit money from any Event Participants;
- c. post any Content that is prohibited as outlined in this Agreement;
- d. "stalk" or otherwise harass any person you have met through an Event;
- e. express or imply that any statements you make are endorsed by the Company without our specific prior written consent;
- f. ask or use Event participants to conceal the identity, source, or destination of any illegally gained money or products;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents;
- h. collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- i. interfere with or disrupt the Events or the Website or the servers or networks connected to the Event(s) or the Website;
- j. email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- k. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website or Event(s) (either directly or indirectly through use of third party software);
- l. "frame" or "mirror" any part of the Website, without the Company's prior written authorization;
- m. use meta tags or code or other devices containing any reference to the Company, the Website or the Event(s) (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose;
- n. modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or any software used on or for the service or the Website, or cause others to do so;
- o. post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Website other than solely in connection with your use of the in accordance with this Agreement;

- p. do any other act or failure to act which is illegal, immoral, dangerous, derogatory, harmful, or otherwise deemed inappropriate by the Company in its sole discretion.

**10. Customer Service.**

The Company provides assistance and guidance through its customer service representatives. When communicating with our customer service representatives (whether over the telephone, or via email or letter), you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. Telephone calls between you and our customer service professionals may be recorded for quality assurance purposes. If we feel that your behavior towards any of our customer service professionals or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your profile and prohibit your further use of the Website.

**11. Charges/Payments.**

In the event that you purchase a product or service from the Company, you agree to pay the Company at the prices set forth by the Company and you authorize the Company to charge your chosen payment provider (your "**Payment Method**"). You agree to make payment using that selected Payment Method. The Company may correct any billing errors or mistakes if it has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may in its discretion terminate your profile immediately. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your profile reinstated. Any and all legal fees incurred by the Company will be paid by you.

**12. DISCLAIMER / LIMITATION OF LIABILITY**

Although we strive to update and keep accurate as much as possible the content contained on the Website, mobile app, and in other forms related to the services, errors and/or omissions may occur.

ACCORDINGLY, THIS WEBSITE, INCLUDING THE CONTENT AND SERVICES PROVIDED HEREIN, THE MOBILE APP AND ALL OTHER FORMS OF COMMUNICATION FROM THE COMPANY TO YOU ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS ON THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR ANY CONTENT, SERVICES, EVENTS OR ANY OTHER ACTIVITY RELATED TO THE COMPANY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SERVICES ON THE WEBSITE MAY NOT BE AVAILABLE AT ALL TIMES AND PRODUCTS/SERVICES MAY BE CHANGED, AND PRODUCTS/SERVICES SUBSTITUTED OR DISCONTINUED AT ANY TIME. WHILE WE ATTEMPT TO PROVIDE AN ACCURATE DESCRIPTION OF EVENTS/PRODUCTS/SERVICES AVAILABLE ON THE WEBSITE, WE

DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF SUCH DESCRIPTIONS.

YOU EXPRESSLY RELEASE AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITY, DAMAGES, INJURIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY CLAIMS) ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, MOBILE APP, ANY PRODUCT, SERVICE, OR PARTICIPATION IN ANY EVENT, SERVICE OR OTHERWISE RELATED TO THE COMPANY OR THE WEBSITE.

**13. Indemnity.**

You agree to indemnify and hold harmless the Company, its affiliates, members, managers, officers, employees, agents, and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from your (or anyone acting under your password or username) use of this Website or participation in any of the Events, or any alleged violation by you of this Agreement.

In particular, you agree to indemnify and hold harmless the Company, its affiliates, members, managers, officers, employees, agents, sponsors, and licensors for any injury, including but not limited to bodily harm or death, to you or any third party that may result from the use of or reliance on any content, services or Events provided to you by the Company. You understand and agree that the Company is merely providing a forum for individuals to meet, and has no control over, or responsibility for, the conduct of others and/or any negative or damaging experiences you may have.

**14. Applicable Laws.**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Colorado, and any dispute is to be submitted to a court of competent jurisdiction in the County of Douglas and State of Colorado. If any provision of the present Terms and Conditions – Privacy Policy shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. A printed copy of this Agreement and of any notice in electronic form shall be admissible in any judicial or administrative proceedings to the same extent and under the same conditions as other business documents and records originally generated and maintained in printed form. You agree that you will not file a class action, or participate in a class action against any of the Released Parties. This Agreement and any and all other legal notices or statements posted on the Website constitute the entire agreement between you and the Company with respect to the use of the Website, mobile app and participation in any services or Events related to the Company.

**15. Privacy Policy.**

In order to provide you with a better experience, we collect information about our users and Participants. Excluding information that you post or otherwise make accessible to the public, including without limitation through publication on the Website, the Company will not share your private personal information (excluding identifying information) with other Participants without your permission. The Company may share your information with third parties for marketing, promotional, hosting, data analysis, and other purposes. We may provide your information to our wholly owned companies and affiliates, which may be outside the United States. We may also sell or transfer your personal information to third parties in connection with any merger, acquisition, reorganization, change in capital structure, or sale of all or substantially all of the assets of the Company. On rare occasions, we may disclose specific information upon governmental request, in response to a court order, when required by law, to enforce our Website policies, or to protect our or others' rights, property, or safety.

Unfortunately, no data transmission over the Internet can be guaranteed to be secure. You acknowledge that there are security and privacy limitations inherent to the Internet which are beyond our control, and that the security, integrity, and privacy of any information provided by you through our web based platforms cannot be guaranteed. If you use a mobile device to access the Website or to download any of our information, we may collect device information (such as your mobile device ID, model and manufacturer), operating system and version information, and IP address. We do not ask you for, access or track any location-based information from your mobile device at any time while downloading or using our Mobile Apps or services. Like other interactive Websites, we may use cookies to collect information about your use of the site. A cookie is a small, removable data file that is stored by your web browser on your computer. Cookies allow us to enhance and personalize your experience. We may use cookies to store your preferences, keep track of your session information, suggest new pages that may be of interest to you, recognize you when you return to our site, and keep track of what pages you visit. We reserve the right to update this Privacy Policy. If changes to the Privacy Policy result in your information being used for new purposes, we will post policy changes on our Website. Our services are not intended for users under the age of 13. We do not allow the registration of users under the age of 13, nor do we collect any information from anyone under the age of 13.