

WillCalled, LLC  
**TERMS & CONDITIONS**

**LAST MODIFIED: June 16th, 2017**

Welcome to WillCalled and the WillCalled application (“Willcalled”, “we”, “us”, “APP”, and/or “our”). This APP is operated by Willcalled and this Terms of Service document has been created to provide information about our company and its information services (the “Services”) to our users (“you”, “your”).

Willcalled provides its services (described below) to you through its APP/mobile application and related services (collectively, such services, including any new features and applications and the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service or any referenced material at any time without further notice. You should visit this page from time to time to review the current Terms of Service so you are aware of any revisions. If any portions are modified or changed, we will post the changes to these Terms of Service on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the APP after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not begin or continue to use or access the APP. You are responsible for regularly checking this site to determine if there have been changes to these Terms of Service and to review such changes.

Further, when using certain services, you will be subject to any and all additional terms applicable to those services that may be posted from time to time, including, without limitation, the Privacy Policy located at <https://willcalled.com/terms-and-conditions>. All such additional terms are hereby incorporated by reference into these Terms & Conditions.

**Access and Use of the Service**

**Services Description:** The Willcalled Service is designed to provide users access to information about ticketed events, venues, and other WillCalled users around the world. Willcalled reserves the right to modify or discontinue, either temporarily or permanently, the Service in whole or in part, and with or without notice. You agree that Willcalled shall not be liable to you or to any third party for any modification, discontinuance, or suspension of the Service.

**Registration and Member Account Obligations:** You may be required to register with Willcalled in order to access and use certain features of the Service. You must be 18 years of age or older to use the Service; if you are under 18 years of age, you are not authorized to use or register with the Service. If you choose to register, you agree to provide and maintain current, true, accurate, and complete information about yourself as indicated on the registration form. Please also review our Privacy Policy, which governs registration data and certain other information about you. You may be required to create a member account with a password or other security features. You are responsible for maintaining the confidentiality of your password, other security information, and account information, and agree to ensure you exist from your account at the end of each session accessing the Service. You also are fully responsible for any and all activities that occur using your password or account. You agree to immediately notify Willcalled of any unauthorized use of your password or account or any other breach of a security feature. You agree that Willcalled will not be liable for any loss or damage arising from your failure to comply with these requirements.

**Use and Storage:** You agree that Willcalled may establish general practices and limits concerning use of the Service, including, but not limited to, the maximum period of time that data or other content will be retained by the Service, or the maximum storage space allotted to you or your account on Willcalled’s servers. You acknowledge that Willcalled has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. Willcalled reserves the right to terminate accounts that are inactive for an extended period of time. Willcalled also reserves the right to change these use and storage limits at any time

in its sole discretion, with or without notice.

**Mobile Services:** The Service, in whole or in part, may be available via a mobile device. This includes downloading and installing the APP on a mobile device, uploading content to the Server, browsing the Service and the App, and accessing certain features of the Service (collectively, the “Mobile Services”). Downloading, installing, or using certain Mobile Services may be prohibited or restricted by your wireless service carrier, and not all Mobile Services may work with all carriers or devices. If you access the Service through a mobile device, your carrier’s standard charges, data rates and other fees may apply.

## **Conduct and Use**

**User Conduct:** You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“content”) that you upload, post, publish or display (“post”) or email or otherwise transmit or use via the Service. You agree not to post, email, transmit, or use any illegal or prohibited content, including, but not limited to, the examples provided below:

1. Post, utilize chat, email, text or otherwise transmit any content that
  - (a) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise illegal or objectionable;
  - (b) you lack the right to transmit, whether under any law or contractual or fiduciary relationship;
  - (c) creates or poses a privacy or security risk to any person;
  - (d) infringes any intellectual property or other proprietary rights of any individual or entity;
  - (e) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, including, but not limited to, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
  - (f) contains or contains links to 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; or
  - (g) in the sole judgment of Willcalled, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Willcalled or its users to any harm or liability of any form.
2. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any group, person or entity.
3. Solicit personal information from anyone under the age of 18, or falsely state, impersonate, or otherwise misrepresent your age as being under the age of 18.
4. Collect, copy or harvest contact information, including but not limited to social media tags or email addresses, of other users from the Service or the APP by electronic or any other means for any purpose.
5. Sell, buy, advertise, or offer to sell or buy any goods or services for any purpose that is not specifically authorized.
6. Disrupt, interrupt or interfere with the Service, or servers or networks connected to the Service, or violate any requirements, procedures, policies or regulations of any networks connected to the Service.
7. Violate any applicable local, state, national or international law, statutes or treaties, or any regulations having the force of law.
8. Carry out or promote any criminal or illegal activity or enterprise, or provide instructional information or materials about or in support of criminal or illegal activities or enterprises.  
Access, download, obtain, or attempt to access, download or otherwise obtain, by any means, any materials or information not intentionally made available through or provided for through the Service.

Willcalled reserves the right to investigate and take appropriate action, including but not limited to legal action, against anyone who, in Willcalled's sole discretion, violates this provision. You agree that such actions include, but are not limited to, removing or deleting the offending content, suspending or terminating the account or accounts involved in such violations, and reporting you to the appropriate law enforcement authorities.

**Fees:** You agree that Willcalled, in its sole direction, may charge for any or all portions of the Service, and reserves the right to change its fees from time to time.

**Export Controls:** You acknowledge the United States export controls apply to any software available in connection with the Service and the transmission of applicable data. You agree that no software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws, and that downloading or using the Software is at your sole risk. You further agree to comply with all local rules and laws regarding your use of the Service in your country or jurisdiction, including rules and laws governing online conduct and acceptable content.

**Commercial Use:** Unless otherwise expressly authorized herein, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content (“Service Content”) that is protected by copyright, patent, trademark, trade dress, trade secret or other forms of intellectual property or proprietary rights and laws. Except as expressly authorized by Willcalled, you agree not to modify, copy, reverse-engineer, frame, scrape, rent, lease, loan, sell, offer to sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part. You also agree not to engage in or use any data mining, reverse-engineering, robots, scraping or similar data gathering or extraction methods. Any use of the APP or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith, and all associated or related intellectual property, is the property of Willcalled, our affiliates and/or our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or sell, offer to sell, assign, offer to assign, license or sublicense, offer to license or sublicense, or otherwise transfer any right in the Software. Any and all rights not expressly granted herein are reserved by Willcalled.

WILLCALLED, LLC & WILLCALLED names and logos are trademarks and service marks of Willcalled, LLC (collectively the “Willcalled Trademarks”). Other companies’ names, marks, product names, service names and logos that may be used and displayed via the Service from time to time may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to Willcalled. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Willcalled Trademarks displayed on the Service. All goodwill generated from the use of Willcalled Trademarks exclusively inures and belongs to Willcalled.

**Third Party Content and Material:** Willcalled will not be liable in any way for any content or material posted by third parties or at the direction of third parties or other users, including, but not limited to, any liability for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that Willcalled does not pre-screen content. You further acknowledge that Willcalled and/or its designees or agents shall have the right (but not the obligation) in their sole discretion to refuse to display or post, or to delete or remove, any content or content that is or would be available via the Service. Without limiting the foregoing, Willcalled and/or its designees or agents shall have the right to remove any content that violates these Terms of Service or is deemed by Willcalled, in its sole discretion, to be otherwise objectionable. You agree that you must independently evaluate all content and materials on the Service, and bear all risks associated with any use thereof, including any reliance on the accuracy, completeness, or usefulness of such content.

**User-Posted Content:** You are solely responsible for all content and materials you post, transmit or share on or through the Service or the APP (collectively, “User Content”). You agree that you will not post any User Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyrights, trademarks, and rights of publicity thereto. By posting any User Content, you hereby grant and will grant Willcalled and its affiliates a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, distribute, store, modify, create derivative works, and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge that any questions, submissions, comments, suggestions, recommendations, ideas, feedback or other information about or related to the APP or the Service (“Submissions”), provided by you to Willcalled are not confidential and Willcalled can use, publish, or disseminate these Submissions without restriction and for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Willcalled may preserve and/or disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with any legal process, applicable laws, or government requests; (ii) implement or enforce these Terms of Service; (iii) answer or respond to claims that any content violates the rights of third parties, users, or any other entity; or (iv) safeguard and protect the rights, property, or personal safety of Willcalled, its users, third parties, and/or the public. You acknowledge that the processing and transmission of the Service, including your content, may involve transmissions over various networks or devices, and changes or modifications to conform and adapt to technical requirements of various connecting networks or devices.

**Copyright Complaints:** If you believe that your work has been copied or used in such a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Willcalled of your infringement claim as set forth below. Willcalled will investigate notices of alleged infringement, and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Willcalled at [info@Willcalled.com](mailto:info@Willcalled.com) (Subject line: “DMCA”), or by regular mail at:

Attention: Registered Copyright Agent  
DMCA Complaint  
Willcalled, LLC  
1914 Bransford Ave  
Nashville, TN 37204

To be effective, the notification must be in writing and contain the following information:

- A description of the copyrighted work or other intellectual property that allegedly has been infringed.
- A description of where the allegedly infringing material is located on the APP or Service, sufficiently detailed that we may locate it;
- Address, telephone number, and email address.
- A statement that the person making the submission has a good faith belief that the allegedly infringing use is not authorized by the copyright or intellectual property owner, its agent, or the law.
- A statement by the person making the submission, made under penalty of perjury, that the above information in the notification is accurate and that the person making the statement is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest, and their address, telephone number and email address;

If you as a user believe that your User Content that was deleted or removed, or to which access was disabled, is not infringing, or that you have authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the allegedly infringing content, you may send a written counter-notice to Willcalled as described above. The counter-notice should contain the following:

- Your physical or electronic signature.
- Identification of the content that has been deleted or removed, or to which access has been disabled, and the location at which the content appeared before it was deleted, removed or disabled.
- A statement that you have a good faith belief that the allegedly infringing content was removed or disabled as a result of mistake or a misidentification of the allegedly infringing content.
- Your full legal name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Middle District of Tennessee, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by WillCalled, WillCalled will send a copy of the counter-notice to the original complaining party informing that person that WillCalled may replace the allegedly infringing content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, at Willcalled sole discretion, 10 to 14 business days (or more) after receipt of the counter-notice.

Pursuant to the DMCA and other applicable regulations and laws, Willcalled may terminate, in appropriate circumstances and at Willcalled's sole discretion, users who are deemed to be repeat infringers. Willcalled, in its sole discretion, also may limit access to the APP and/or terminate the memberships of any users who infringe any intellectual property rights of others, even where there is no repeat infringement.

### **Third Party Applications and Services**

The Service may provide, or third parties may provide, links or access to other applications, programs, and/or resources on the Internet or other networks. Willcalled has no control over such applications, programs and resources, and Willcalled is not responsible for and does not endorse any such applications, programs and resources. You further acknowledge and agree that Willcalled shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to be caused by or in connection with use of or reliance on any content, material, events, goods or services available on or through any such APP or resource. Any dealings you have with third parties, user, or other entities while using the Service are between you and the third party, user or other entity, and you agree that Willcalled is not liable for any loss or claim that you may have against any such third party, user or other entity.

You may enable various online services or features to be directly integrated into your use of the Service. To take advantage of these services or features, we may ask you to register for or log into such services on the applications or programs of their respective providers. By enabling third party services within the Service, you are authorizing us to pass your login information to these service providers for this purpose. For more information, please see our Privacy Policy at <https://willcalled.com/privacy-policy>. You acknowledge that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and agree that Willcalled shall have no liability or responsibility for the privacy practices or other actions of any third party application, program or service that may be enabled within your Willcalled Service.

### **Fee-Based Services.**

WillCalled may make available certain fee-based content and other e-commerce services on and/or in connection with the Services or through third party service providers ("Fee-Based Services"). For example, you may be able to purchase event tickets, merchandise, goods, services, or order certain products and/or licenses through the Services or third party service providers, including additional Services features and functionality. You acknowledge and agree that certain Fee-Based Services may utilize third party service providers (e.g., Ticketmaster, Apple, etc.), and all purchases made through these third party service providers are subject to their respective terms and conditions, and in the event of a conflict between such third party's terms and conditions and this Agreement, the terms and conditions of the third party service provider shall govern and control. Willcalled is not responsible and has no liability whatsoever for goods or services you obtain through our third party service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties. You may only use the Fee-Based Services if, and you hereby represent, warrant and agree that, (a) you are 18 years of age or older and a legal resident of the United States of America ("U.S.") and (b) you shall pay in full the prices and fees (including all applicable taxes) for any purchases you, or anyone using the User Account registered to you, make via Stripe, PayPal, credit, debit or charge card or other payment means then acceptable to Willcalled concurrent with your order. Certain payment means acceptable to Willcalled may be subject to certain additional restrictions and conditions, including territory restrictions, bank/payment card restrictions, spending limits, third party service provider restrictions or otherwise, which may prevent the processing of your order. If a transaction has been declined online due to payment card or other payment service issues, please ensure all data is correct and resubmit. If the transaction is not accepted, you will be unable to use that card or payment method for your transaction and should use another card or payment method acceptable to Willcalled and/or third party services providers, as applicable. Willcalled or any of its third party service providers does not guarantee that product descriptions or other content will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Services do not imply our or any of our affiliates' endorsement of such products. Willcalled and its third party operational service providers

reserve the right, with or without prior notice, (i) to change the product descriptions, images, and references, (ii) to limit the available quantity of any product, (iii) to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions, (iv) to bar any user from conducting any or all transaction(s) and (v) and/or to refuse to provide any user with any product. Prices and availability of any product and/or service are subject to change without notice.

### **Indemnity and Release**

You agree to release, indemnify and hold Willcalled and its affiliates and their officers, employees, directors, investors, and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WILLCALLED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WILLCALLED MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WILLCALLED, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WILLCALLED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL WILLCALLED TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

### **Arbitration**

You agree that you will notify Willcalled of any and all disputes, claims or controversies that you may have arising out of or relating to the Terms of Service or the Service, and agree to attempt to resolve any such by mutual agreement. If such resolution is not achieved within 30 days after such notification is received by Willcalled, you agree that all such disputes, claims, or controversies will be resolved by binding arbitration, unless otherwise agreed by the parties in writing. Unless otherwise agreed by the parties, arbitration will be held in Nashville, Tennessee, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by WillCalled, LLC. will be conducted in accordance with the Commercial Arbitration Rules

of the American Arbitration Association in a convenient location in Tennessee. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

### **Termination**

You agree that Willcalled, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service. You further agree that Willcalled, in its sole discretion, may delete, remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if Willcalled believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. Willcalled may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be implemented without prior notice, and acknowledge and agree that Willcalled may immediately deactivate, remove or delete your account and all related information and material in your account, and may also prevent any further access to such information or materials or the Service. Further, you agree that Willcalled shall not be liable to you or any third-party for any such termination described above.

### **User Disputes**

You are solely responsible for your interactions with any other user in connection with the Service. You agreed that Willcalled will have no liability or responsibility with respect thereto. Willcalled reserves the right, but has no obligation, to respond to or take action, in any way, with regard to disputes between you and any other user of the Service.

### **General**

These Terms of Service constitute the entire agreement between you and Willcalled, govern your use of the Service, and supersede any prior agreements between you and Willcalled with respect to the Service. You also may be subject to additional terms and conditions applicable when you use affiliate services or third-party content or software. These Terms of Service shall be governed by the laws of the State of Tennessee without regard to provisions regarding conflict of law. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Willcalled agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Nashville, Tennessee. The failure of Willcalled to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service 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 other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any paragraph or section titles herein are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

### **Privacy**

Willcalled respects the privacy of our users, as detailed in our Privacy Policy. By using the Service, you consent to Willcalled's collection and use of personal data as outlined therein.

**Comments or Questions**

Please contact us at [info@Willcalled.com](mailto:info@Willcalled.com) to report any violations of these Terms of Service, or if you have any questions regarding these Terms of Service or the Service.