

## Terms & Conditions

- Adults Only. aWingIRL does not accept any clients under the age of 18.
- Give Us the Truth. The more thoroughly and truthfully you fill out the Questionnaire, the better we can help you. Also, we run background checks.
- Be Respectful. On your Encounter, be respectful, kind, fun and have a sense of humor. Hey, that's what people like.
- Your Information. In order for your Wing to become your friend, aWingIRL will collect certain personally identifiable information from you, including but not limited to your name, address, phone number, IP address, cookies, and all the other information in the Questionnaire and otherwise that you choose to share. aWingIRL may contact you with more questions, and you may provide us with more personally identifiable information at that time and at other times in the future.
- We'll Keep it Confidential. aWingIRL will only share your information with your assigned Wing and only those who may need to know for the sole purpose of becoming your friend enough to introduce you to others. aWingIRL will not share your information with any other third party, except that we may share aggregated anonymized data that will not be traceable back to your name or phone number.
- You May Not be Selected as a Friend. This could happen for several reasons or no reason at all. Background checks must be passed in order to be a Wing or a Friend. We may not have enough capacity to keep up with demand. Also keep in mind that we are looking for the right fit in a Friend who one of our Wings can confidently recommend to others.
- Payment. Payment in full is due in advance.
- Background Check. You agree that we will run a criminal background check on you in order to screen for felonies and/or sex offenses. No applicant with a felony or a sex offense will be knowingly allowed in to the aWingIRL network. In addition, aWingIRL will run background checks on current users on an annual basis and will remove any felons or sex offenders from the network as soon as aWingIRL becomes aware.
- Encounter. During your 2-hour Encounter in a public place, please dress and act appropriately, and be sociable and talkative with your Wing and prospective friends/dates. Upon arrival at your destination, you will inform your Wing which humans you'd like to meet. The Wing will then attempt, in their own way, to befriend the humans you pointed out in order to introduce you to at least 2 of the humans. Everything else is completely up to you.
- There are no refunds of any kind, ever. If your Wing fails to introduce you to 2 humans of your choice, YOU AGREE THAT YOUR SOLE REMEDY IS TO GO ON ANOTHER ENCOUNTER, EVEN IF THIS REMEDY FAILS FOR LACK OF ITS ESSENTIAL PURPOSE.
- Termination. aWingIRL reserves the right to terminate services for you at any time and for any or no reason.
- Legalese You Should Actually Read. THE SERVICES PROVIDED BY AWINGIRL ARE PROVIDED AS-IS, AND AWINGIRL MAKES NO WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE. WINGS ARE ONLY INDEPENDENT CONTRACTORS AND DO NOT HAVE ANY LEGAL AUTHORITY TO BIND AWINGIRL IN ANY WAY. YOU USE THE SERVICES OF AWINGIRL AT YOUR OWN RISK. IN OTHER WORDS, AWINGIRL WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY TYPES OF DAMAGES AT ALL. AWINGIRL SHALL SPECIFICALLY NOT BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER TYPES OF DAMAGE, UNDER ANY THEORY OF LAW INCLUDING NEGLIGENCE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AWINGIRL, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTS AND

AGENTS FROM ANY AND ALL CLAIMS, EXPENSES AND/OR DAMAGES THAT MAY ARISE OUT OF ANY ACTION OR INACTION BY YOU WITH RESPECT TO THE SERVICES. IN THE EVENT THAT YOU BEHAVE INTENTIONALLY OR NEGLIGENTLY AND CAUSE HARM TO AWINGIRL, ONE OF ITS WINGS, OR ANYONE ELSE DURING OR AN ENCOUNTER, YOU WILL HOLD HARMLESS AND INDEMNIFY AWINGIRL AND ANY OTHER THIRD PARTIES FOR ANY DAMAGES OR LOSSES RESULTING FROM YOUR BEHAVIOR ON SUCH ENCOUNTER.

- Miscellaneous. If any provision herein is held to be unenforceable, it shall be severed from these Terms and the rest of the terms will continue to apply. These Terms shall be governed by the laws in the State of Texas, without reference to its conflicts of law principles. YOU AGREE THAT ANY DISPUTES ARISING OUT OF THESE TERM SHALL BE RESOLVED IN HARRIS COUNTY, TEXAS, AND IF YOU DO NOT AGREE TO SUCH LOCATION, YOU MUST NOT AGREE TO THESE TERMS. Any waiver shall not be considered as a waiver to any other provision. These Terms may be modified by aWingIRL from time to time – please check back to see any changes, although we will email you if the changes are significant.