

Terms and Conditions

Agreement between User and YouWaggle.com and You Waggle, LLC Mobile Application

Welcome to YouWaggle.com and the You Waggle, LLC mobile application (collectively referred to as the "Platform"). The Platform is comprised of various web pages and mobile application features operated by You Waggle, LLC. The Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Platform constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

YouWaggle.com and the You Waggle, LLC mobile application are digital lifestyle management tools designed to help individuals track, manage, organize, and share their digital products and wishlist items. With its intuitive features, including product/service tracking, wishlist management, and advanced social sharing capabilities, the Platform is set to bring unmatched convenience and connectivity to users' everyday lives.

Privacy

Your use of the Platform is subject to You Waggle, LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Platform and informs users of our data collection practices.

Electronic Communications

Visiting YouWaggle.com, using the You Waggle, LLC mobile application, or sending emails to You Waggle, LLC constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, SMS, on the Platform, or through the mobile application satisfy any legal requirement that such communications be in writing.

All promotional emails from You Waggle, LLC will be clearly identified as advertisements, where applicable. The subject line and sender information in our emails will accurately reflect the content and sender. Additionally, all commercial emails will include our physical mailing address.

If you no longer wish to receive promotional emails from You Waggle, LLC, you may opt-out by following the unsubscribe instructions provided in the email or by contacting support at support@youwaggle.com. All opt-out requests will be processed within 10 business days.

Consent to Receive Communications

By creating an account on YouWaggle.com or using the You Waggle, LLC mobile application, you agree to receive SMS notifications, alerts, and other communications from You Waggle, LLC. These communications may include, but are not limited to, updates about your account, service-related announcements, and promotional messages. Message and data rates may apply based on your carrier's terms.

You acknowledge that you have provided express consent to receive such communications by opting in during the registration process or through other interactions with the platform. You agree that by providing your phone number and opting in, you authorize You Waggle, LLC to send SMS messages through automated systems, where applicable. Message and data rates may apply based on your carrier's terms.

If you wish to withdraw your consent to receive SMS messages, you may do so at any time by replying "STOP" to any SMS notification you receive from us. SMS opt-out requests will be processed immediately or within a reasonable time frame. You may also contact customer support for assistance with managing your communication preferences.

If you would like to re-subscribe to SMS messages, you can do so by sending "START" to the number you received the initial message from.

Your Account

If you use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that You Waggle, LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. You Waggle, LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children and Minors

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you may not use the Platform unless your parent or legal guardian provides permission and any required consent. If you are under 18, you may use the Platform only with the involvement or permission of a parent or legal guardian.

Links to Third Party Sites/Third Party Services

The Platform may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of You Waggle, LLC, and You Waggle, LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. You Waggle, LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by You Waggle, LLC of the site or any association with its operators.

Certain services made available via the Platform are delivered by third-party sites, organizations, or service providers. By using any product, service, or functionality originating from the YouWaggle.com domain or the You Waggle, LLC mobile application, you acknowledge and consent that You Waggle, LLC may share information with third parties only as necessary to provide the requested product, service, or functionality (for example, opening retailer links accessed via the 'Shop Now' feature). For details about what information is collected and shared, please review our Privacy Policy.

Affiliate Links / Shop Now

When you tap **Shop Now**, You Waggle may direct you to third-party retailer websites (for example, Amazon, Walmart, or Target). Some of these links may be affiliate links, which means You Waggle may earn a commission if you make a qualifying purchase. As an Amazon Associate I earn from qualifying purchases. You Waggle also participates in Walmart's and Target's affiliate programs. Affiliate tracking parameters may be appended to the links we open to enable commission tracking. Retailer websites are operated by third parties. Prices, availability, shipping, returns, and customer service are determined by the retailer. You Waggle does not sell products directly and is not responsible for third-party content, policies, or transactions.

Subscriptions and Billing

The Platform may offer free and paid subscription tiers (for example, Premium). Purchases are processed by Apple In-App Purchase (iOS) and Google Play Billing (Android). Subscriptions may auto-renew unless canceled. You can manage or cancel subscriptions through your Apple App Store or Google Play account settings. Refunds (if any) are handled by the applicable app store provider and subject to its policies and applicable law.

If you downgrade from a paid tier to a free tier, certain features may be reduced or disabled, including ad-free access and advanced sharing permissions. The Platform may change features, pricing, and tier limits over time.

Advertising

The free version of the Platform may display advertisements provided by third-party advertising partners. Your interaction with ads and related measurement may be governed by those third parties' terms and privacy practices. Please review our Privacy Policy for information about data collection related to advertising.

Sharing, Visibility, and Permissions

The Platform allows you to share lists and items with others and to control visibility settings (for example, Only Me, My Circle, or Everyone). When you share content, recipients may be granted permissions such as view-only, add-only, or edit depending on what the owner selects. You are responsible for the content you choose to share and for selecting appropriate visibility and permissions.

Invite/Share Links

The Platform may generate invite links or share links to route users to specific content or actions in the app. Link behavior may vary depending on whether the recipient has the app installed, is logged in, or is eligible to access the shared content. We do not guarantee that links will remain available indefinitely; links may become invalid, expire, or be revoked.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these terms of use. As a condition of your use of the Platform, you warrant to You Waggle, LLC that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other

party's use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Platform.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Platform, is the property of You Waggle, LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Platform. You Waggle, LLC content is not for resale. Your use of the Platform does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of You Waggle, LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of You Waggle, LLC or our licensors except as expressly authorized by these Terms.

User-Generated Content & Moderation

You Waggle allows users to create and share lists and items that may be shared with others (including when set to Everyone) within the Platform. While these lists and items can be viewed by others, recipients may be able to view, add to, or edit shared lists or items depending on the permissions granted by the owner. Comments and in-app messaging are not currently provided. To maintain a safe and respectful environment, users must adhere to the following guidelines:

1. Acceptable Use

By using the Platform, you agree that any content (including lists and individual items) you create and share:

- **Must be lawful and appropriate** for all audiences.
- **Must not include** hate speech, harassment, or threats.
- **Must not contain** sexually explicit, violent, or obscene material.
- **Must not promote** illegal activities, drugs, or dangerous behavior.
- **Must not infringe** on any copyright, trademark, or intellectual property rights.
- **Must not include false or misleading information.**

You are solely responsible for the content you create and share on You Waggle.

2. Content Reporting & Moderation

You Waggle provides a feedback feature that allows users to report inappropriate content, whether it is an individual item or an entire list.

How Reporting Works:

- If you come across an item, list, or user behavior that violates our guidelines, you may report it using the in-app feedback and reporting option available within the Platform..

- Reports may include information about the content or user involved and will be reviewed by our team. We may remove content, restrict access, suspend accounts, or take other appropriate action at our discretion.
- Violation of this policy may result in content removal, account suspension, or termination.

We reserve the right to remove any item or list that we determine, in our sole discretion, violates these guidelines or is otherwise harmful to the You Waggle community.

3. User Blocking

You Waggle allows users to block other users to prevent unwanted interaction. When a user blocks another user, the blocked user will no longer be able to interact with, find, or view content shared by the blocking user through the Platform.

Blocking is intended as a safety feature and may be reversed by the user through their account settings. Abuse of blocking or reporting features may result in corrective action, including limitation or termination of access to the Platform

4. Your Rights & Responsibilities

By using You Waggle, you grant us a non-exclusive, worldwide, royalty-free license to host and display the content you create for the purpose of operating the app. You retain full ownership of your content, but you must ensure it complies with this policy.

We are not responsible for the accuracy, reliability, or legality of user-generated content.

5. Policy Enforcement & Updates

This policy is subject to updates as needed. Continued use of You Waggle after policy updates means you accept the changes. If you have questions or concerns, please contact support@youwaggle.com.

Materials Provided to YouWaggle.com or Posted on Any You Waggle, LLC Web Page

You Waggle, LLC does not claim ownership of the materials you provide to the Platform (including feedback and suggestions) or post, upload, input, or submit to any You Waggle, LLC Platform or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting You Waggle, LLC, our affiliated companies, and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. You Waggle, LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in You Waggle, LLC's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your You Waggle, LLC account to third party accounts. By connecting your You Waggle, LLC account to your third-party account, you acknowledge and

agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated, and administered by You Waggle, LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the You Waggle, LLC Content accessed through the Platform in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend and hold harmless You Waggle, LLC, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Platform or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. You Waggle, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with You Waggle, LLC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE

OTHER. Further, unless both you and You Waggle, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. YOU WAGGLE, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM AT ANY TIME.

YOU WAGGLE, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PLATFORM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU WAGGLE, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU WAGGLE, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF YOU WAGGLE, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

Termination/Access Restriction

You Waggle, LLC reserves the right, in its sole discretion, to terminate your access to the Platform and the related services or any portion thereof at any time, without notice. To the

maximum extent permitted by law, this agreement is governed by the laws of the State of Nebraska and you hereby consent to the exclusive jurisdiction and venue of courts in Nebraska in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and You Waggle, LLC as a result of this agreement or use of the Platform. You Waggle, LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of You Waggle, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by You Waggle, LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and You Waggle, LLC with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and You Waggle, LLC with respect to the Platform. 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. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to Terms

You Waggle, LLC reserves the right, in its sole discretion, to change the Terms under which the Platform is offered. The most current version of the Terms will supersede all previous versions. You Waggle, LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

You Waggle, LLC welcomes your questions or comments regarding the Terms:

You Waggle, LLC
14618 Miami Street
Omaha, Nebraska 68116

Email Address:
support@youwaggle.com

Telephone number:

4026990200

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