# Terms of Service – My Wellsburg LLC

Revision Date: May 13, 2022

These Terms of Service help define My Wellsburg's relationship with you. Understanding these terms is essential because you agree to these terms by using our services as implemented on the "mywellsburg.com" website. When we speak of "we," "us," "our," and "My Wellsburg," we mean My Wellsburg LLC, located in Brooke county West Virginia.

#### **Service Provider**

The "mywellsburg.com" website and services are provided by, and you're contracting with My Wellsburg LLC.

2017 Main Street Wellsburg WV 26070 USA

# Use of Website and Services

We give you permission to use this website and our services as long as you continue to meet these terms. We retain any intellectual property rights we have in the services and website. Some of our services give access to content that belongs to other people or organizations. You may not use this content without that person or organization's permission or as otherwise allowed by law.

To use this website on behalf of an organization, you certify that you are an authorized representative of that organization. You also warrant that the organization agrees to these Terms of Service.

You may not reverse engineer, copy, modify, distribute, sell, or lease any of our services or content unless you have our written permission.

We reserve sole discretion and the right to deny, revoke, or limit the use of this website.

# **Code of Conduct**

You agree that you will not submit or post information to this site that could be deemed harmful or offensive to other users. You agree to do nothing that might disrupt the flow of data to and from this site, impact the service or performance of this site, or circumvent any of the controls or usage rules that we have implemented. You understand that the result of harmful or offensive actions may include revocation of your right to use this site and legal action against you.

#### License to use your content

Our website lets you submit, upload, store, send, receive, or share your content. You are free to choose what, if any, content you want to provide. Please make sure you have the right to upload or share content and that the material is lawful.

You retain any intellectual property rights that you have in your content. We need your permission to use your content, and you now license My Wellsburg to use your content. The scope of this license is worldwide, non-exclusive, and royalty-free.

# Linking

For your convenience, this site may contain links to websites operated by others. We do not maintain or control these sites, and we are not responsible for their content. Although we have made a reasonable effort to link only to tasteful, appropriate sites, some may contain inappropriate or objectionable material. Please notify us immediately if you find such material while using the site.

# **Limitations of Liability**

We are not liable for any special or consequential damages resulting from your use of, or your inability to use, this site or any linked site, including, but not limited to, lost profits, lost revenue, business interruption, punitive damages, or loss of goodwill.

You'll indemnify My Wellsburg LLC, and its officers, members, employees, volunteers, and contractors for any third-party legal proceedings relating to your unlawful use of these services or violation of these terms.

My Wellsburg's total liability is limited to the lesser of US\$250 or 125% of the fees that you paid to use our services during the last 12 months.

#### Disclaimers

THE MATERIALS AT THIS SITE AND ANY LINKED SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED AT THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

# **Questions and Copyright Requests**

For assistance or information regarding the My Wellsburg LLC copyrighted materials, you may contact us at:

E-mail: admin@mywellsburg.com