

Whole Damn Woman Terms of Use

Revised: December 19, 2022

Acceptance of the Terms of Use

These terms of use are entered into by and between the website user (“you,” “your”) and Whole Damn Woman, LLC, an Iowa limited liability company (“Company,” “we” or “us”). The following terms and conditions (these “Terms of Use”) govern your access to and use of www.wholedamnwoman.com, including any content, functionality, and services offered on or through www.wholedamnwoman.com (the “Website”), whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and to abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. **YOU MUST BE AT LEAST SIXTEEN (16) YEARS OLD TO USE THE SITE.** If you are not yet 16 years old, do not use the Site. **IF YOU ARE BETWEEN 16 AND 18 YEARS OLD:** Please have your parents or legal guardian review these Terms with you, discuss any questions you might have, and give you their permission to register and use the Site with both your and their full understanding of these Terms. By using the Site, you are telling us you and your parent or guardian, have joined in this agreement.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means you accept and agree to the changes.

No Health Advice

Neither the Company nor its owner is a registered medical or health care provider, advisor, or expert. The information on the Website is provided for informational purposes only. The information on the Website is not intended to be and does not constitute specific or individualized health advice or other advice for you. None of the information on the Website is intended as health, medical, or personal advice, or as a recommendation, endorsement, or sponsorship of any healthcare entity. The Company is not responsible for any health decision made by you. You are responsible for your own health decisions. You should consult your own health and medical advisors before engaging in any health decisions. The Company shall not be liable for any damages resulting from health decisions made by you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website at our sole discretion without notice. We will not be liable if for any reason

all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of or the entire Website to users including registered users. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website all the information you provide on the Website is correct, current, and complete. You agree all information you provide to register with this Website or otherwise, including but not limited to via the use of any interactive features on the Website, is governed by [our Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such materials and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website. You must not modify copies of any materials from this site or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: hello@wholedamnwoman.com. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our sole option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit or procure the sending of any advertising or promotional material, including any junk mail, chain letter, spam, or any similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee or owner, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious and or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages, or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contributions you post to the site will be considered non-confidential and non-proprietary. By providing any User Contributions on the Website, you grant us and our affiliates and

service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.
 - USER SUBMISSIONS
 - During your use of the Site, you may send, post, or otherwise transmit text, links, software, photographs, video, sound, music, feedback, comments, suggestions, or other information, material, or files including, without limitation, names or likenesses (all whether concerning you or a third party) (collectively, the “Submissions”) to the Site, whether or not requested to do so by Whole Damn Woman, LLC. You shall be deemed to have granted to Whole Damn Woman, LLC a worldwide, perpetual, royalty-free, non-exclusive, transferrable, sub-licensable, license to cache, copy, distribute, transmit, publicly display, reproduce, and otherwise use or exploit the Submissions on the Site and in any other media, digital or analog, now known or hereafter developed throughout the universe including, without limitation, the internet, mobile devices, and in advertising or promotion, print, or otherwise. YOU WILL CONTINUE TO OWN ANY INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SUBMISSIONS THAT YOU ACTUALLY OWN WHEN YOU SEND SAID SUBMISSIONS TO THE WEBSITE. FURTHERMORE, YOU WILL CONTINUE TO HAVE CONTROL OVER SAID SUBMISSIONS.
 - For the avoidance of doubt, by submitting your Submission you understand and agree that:
 - (1) any Submissions may become publicly viewable on the Site or elsewhere;
 - (2) Whole Damn Woman, LLC has the right to publish your user name in connection with your Submissions, wherever applicable;
 - (3) you will only submit Submissions that you own or have permission to submit from the owner, in which case you will provide Whole Damn Woman, LLC upon request with a copy of a written consent from the owner; and
 - (4) your Submission constitutes a waiver of the right to privacy or publicity of the owner of the Submission and any

third party named in it with respect to the Submission and all of its contents.

- Whole Damn Woman, LLC shall have no obligation to pay you any compensation for your Submissions and with respect to Whole Damn Woman, LLC's use or nonuse of your Submissions, and is under no obligation to post or use any Submissions you may provide.
- Whole Damn Woman, LLC may, in its sole discretion, remove any Submissions at any time, with or without notice to you, prior or otherwise.
- You may request the removal of your Submissions for any reason on reasonable written notice to Whole Damn Woman, LLC, on receipt of which Whole Damn Woman, LLC will take commercially reasonable steps to comply.
- Neither these Terms nor the Privacy Policy governs or protects any information that you have publicly disclosed on the Site. It is your responsibility to review what information you wish to share with members and non-members of the Site.
- Whole Damn Woman, LLC recommends that you do not list any actual contact information in an item listing or in any other public Submission. In the event that you choose to publicly share such contact information, you do so at your own risk.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- Take any action with respect to any User Contributions we deem necessary or appropriate at our sole discretion, including if we believe such User Contributions violate the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS MEMBERS, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we cannot review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations.

Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on gender, race, ethnicity, sex, creed or lack thereof, national origin, immigration status, disability, sexual orientation, sexual identity, body size, or age. Misogyny and white supremacy are banned.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause malicious harm toward any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

- Involve commercial activities or sales such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Policy

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below).

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your full name, postal address, telephone number, and functioning, permanent email address).
- A statement that you have a good-faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Whole Damn Woman, LLC Complaint Agent
Whole Damn Woman, LLC
3106 Ingersoll Avenue
Des Moines, Iowa 50312
hello@wholedamnwoman.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware if you knowingly materially misrepresent any material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our copyright agent (identified below).

Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your full name, postal address, telephone number, and functioning, permanent email address).
- A statement under penalty of perjury by you that you have a good-faith belief the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Completed Counter-Notices should be sent to:

Whole Damn Woman, LLC
3106 Ingersoll Avenue
Des Moines, Iowa 50312
hello@wholedamnwoman.com

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice. Please be aware if you knowingly materially misrepresent any material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and or terminate the accounts of users who are repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators and or reporting services. All statements and or opinions expressed in these materials, and all articles and responses to questions and other content,

other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website at any time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out-of-date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy, also available on our website or via email to hello@wholedamnwoman.com. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Website or as a result of visits made by you are governed by our [Terms of Sale](#), which are hereby incorporated into these Terms of Use. Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal, complies with our Terms of Use and our Privacy Policy, and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by—for example, framing, deep linking, or in-line linking—on any other site.
- Link to any part of the Website other than the homepage.

- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources nor do we accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of Iowa in the United States of America. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED

WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its members and affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content,

services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in the City of Des Moines and County of Polk, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Iowa law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, Terms of Sale, and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Whole Damn Woman, LLC. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein. All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:

hello@wholedamnwoman.com.