

## **WEBSITE USER AGREEMENT:**

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WEDICA.COM ("Site") is an Internet property of Wedica ("we," "us"). PLEASE READ THE WEBSITE USER AGREEMENT ("TERMS") CAREFULLY BEFORE USING THIS SITE.

BY ACCESSING OR USING THE SITE, YOU AND ANY ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") AGREE TO BE BOUND BY THESE TERMS. THESE TERMS CONSTITUTE AN AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF THE SITE. YOU ALSO AGREE THAT YOU HAVE READ THE PRIVACY POLICY OF OUR SITE AND YOU ACCEPT THE PRIVACY POLICY.

THESE TERMS AND CONDITIONS ALSO APPLY TO SITES UNDER COMMON OWNERSHIP WITH THE SITE. TO WHICH WE MAY PROVIDE LINKS WITHIN THE SITE. THESE TERMS AND CONDITIONS CALL FOR ARBITRATION OF DISPUTES. PLEASE SEE THE "ARBITRATION" SECTION BELOW FOR DETAILS.

WE MAY MODIFY THESE TERMS AT ANY TIME WITHOUT NOTICE TO YOU BY POSTING REVISED TERMS ON OUR SITE. CONTINUED USE OF THE SITE CONSTITUTES YOUR BINDING ACCEPTANCE OF ANY MODIFICATIONS.

THIS SITE IS FOR INFORMATION AND ENTERTAINMENT ONLY. WE DO NOT GIVE LEGAL ADVICE AND NOTHING ON OUR SITE OR ANY OF THE SITES WE LINK TO SHOULD BE CONSTRUED AS LEGAL ADVICE DIRECTED TO YOU. YOU MUST CONSULT YOUR ATTORNEY BEFORE USING ANY LEGAL DOCUMENTS OR REFERRING TO ANY LEGAL DOCUMENTS FOUND ON OR THROUGH OUR SITE. WE DO NOT WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION CONTAINED IN OR LINKED TO THE SITE. YOUR USE OF INFORMATION AND RESOURCES ON THE SITE OR LINKED TO FROM THE SITE IS ENTIRELY AT YOUR OWN RISK. THE SITE IS NOT THAT OF A LAW FIRM, NOR IS IT A LAWYER REFERRAL SERVICE. FOR LEGAL ADVICE YOU MUST CONSULT AN ATTORNEY OF YOUR CHOICE.

THE PURPOSE OF THIS SITE IS TO ENHANCE THE QUALITY OF THE WEDICA'S WEBSITES, PRODUCTS, AND SERVICES ("SERVICES") AND TO PROTECT WEDICA'S CONTRACTED CUSTOMER ("CLIENT"), AND THE INTERNET COMMUNITY AS A WHOLE ("USER"), FROM ILLEGAL, IRRESPONSIBLE, OR DISRUPTIVE INTERNET ACTIVITIES. THESE TERMS APPLY TO EACH CLIENT AND ITS EMPLOYEES, AGENTS, CONTRACTORS OR OTHER USERS OF SUCH CLIENT WHO OBTAIN SERVICE FROM WEDICA. EACH USER SHOULD USE COMMON SENSE AND GOOD JUDGEMENT IN CONNECTION WITH THE SERVICES. PARENTS OR GUARDIANS SHOULD ALWAYS SUPERVISE MINORS IN USING THE INTERNET. PARENTS AND GUARDIANS SHOULD REMAIN AWARE AT ALL TIMES OF WHAT IS ON THE INTERNET AND HOW THE MINORS UNDER THEIR CARE ARE USING THE SERVICES AND THE INTERNET.

### **Use Of The Site**

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with these Terms; (b) to use the Site solely for informational, personal, non-commercial, educational or entertainment purposes; and (c) to print out available information from the Site solely for such purposes and provided that you maintain all copyright and other proprietary notices contained therein.

You further agree to comply with U.S. or other applicable law regarding the transmission of any information obtained from the Site in accordance with the Terms, not to use the Site for illegal purposes, and not to interfere or disrupt the networks or other sites connected to the Site.

Any Site updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms. We may change, suspend or discontinue any aspect of this Site at any time, including the availability of any feature, downloadable, software database, or content. We may also impose limits on certain features and services or restrict your access to parts or this entire Site without notice and without liability to you.

We may monitor your use of this Site, and may freely use and disclose any information and materials received from you or collected through your use of this Site for any lawful reason or purpose, in accordance with our [Privacy Policy](#) relating to the collection and use of your personal information.

### **Termination**

We may discontinue or suspend the Site at any time without notice. We may also block, terminate or suspend your access to the Members' section of the Site at any time for any reason in our sole discretion, even if access to the Site continues to be allowed to other users. Upon such suspension or termination, you must immediately discontinue use of the Site. You acknowledge and agree that we shall not be liable to you or any person or entity making a claim through you for any termination or suspension of your access to the Site.

### **Restrictions On Use**

Your license for access and use of the Site and any information, materials or documents (collectively, "Content") found on the Site are subject to the following restrictions and prohibitions on use:

- (a) you may not copy, print (except for the express limited purpose permitted by the section entitled "Use of the Site" above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content retrieved from it;
- (b) you may not use the Site or any materials obtained from the Site to develop, or as a component of, any information, storage and retrieval system, database, information base, website, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
- (c) you may not create compilations or derivative works of any Content from the Site;
- (d) you may not use any Content from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
- (e) you may not remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site;
- (f) you may not remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture;
- (h) you may not use any automatic or manual process to harvest information from the Site;

(i) you may not download, post, email or otherwise transmit or intentionally receive any content that is unlawful, illegal, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's right to privacy, reveals private information about another person without consent of that person, or may tend to incite others to undertake any of the foregoing activities, or violate any export or import regulations of the country of origin or receipt;

(j) you may not download, post, email or otherwise transmit any software virus or other computer code, files or programs designed to interrupt, destroy, limit the functionality, or cause a denial or interruption of service of any computer software or hardware or telecommunications equipment of ours or any third party, including without limitation any telecommunications network;

(k) you may not copy, transmit, use, broadcast, distribute or modify any information or material in violation of patent, copyright, trademark or trade secret rights of any other person;

(l) you may not use this Site in any manner that violates any rules or regulations imposed on you by the owner of the computer equipment or by the Internet Service Provider you have chosen to use to access this Site;

(m) you may not violate or attempt to violate the security, efficiency, reliability, or integrity of this Site or its content in any way, including, without limitation, by accessing data, servers or accounts which you are not authorized to access, forging TCP/IP packet headers or payloads or accessing or attempting to access parts of this Site that are subject to access restrictions;

(n) you may not use the Site in a manner that violates any state or federal law.

### **Member Account**

We make certain services available to individuals ("Members") who register on the Site.

Members have access to certain information relating to products, services and information provided by third parties ("Third Party Providers"), including access to Members' Area webpage with links to resources and information. Members also may receive complimentary promotional offers after fulfilling the applicable participation requirements.

To gain access to the Members' Area of the Site, each registrant must do the following: (1) read and agree with these Terms and [Privacy Policy](#) of our Site; (2) provide true and accurate registration information; (3) complete the registration signup during the registration process; and (4) accept the registration signup requirements and terms indicated during the signup registration process.

### **Third Party Providers**

We use reasonable diligence to ensure that the services and information provided by us is reliable and accurate. However, we do not maintain any control over the quality of service, accuracy of information or operation of websites of Third Party Providers. The appearance of a link to a Third Party Provider on the Site is not an endorsement of such Third Party Provider or any services or information provided by the Third Party Provider or at its site. If a User decides to access a Third Party Provider website, such access is entirely at the User's own risk.

WE MAKE NO GUARANTEES OR WARRANTIES ABOUT THE ACCURACY, CURRENCY, CONTENT, QUALITY OR TIMELINESS OF THE SERVICES OR INFORMATION PROVIDED BY ANY THIRD PARTY PROVIDER, AND WE ASSUME NO RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE,

INACCURATE, MISLEADING, OR UNLAWFUL CONTENT THAT MAY RESIDE ON THIRD PARTY PROVIDER WEBSITES. YOU ACKNOWLEDGE AND AGREE THAT WE MAKE NO GUARANTEES ABOUT, AND ASSUME NO RESPONSIBILITY FOR, THE ACCURACY, CURRENCY, CONTENT, TIMELINESS OR QUALITY OF SUCH THIRD PARTY PROVIDER WEBSITES, SERVICES OR INFORMATION. USERS ACCEPT FULL RESPONSIBILITY FOR ANY CORRESPONDENCE, COMMUNICATION OR CONTACT WITH THIRD PARTY PROVIDERS. ANY AND ALL ARRANGEMENTS OF ANY KIND WHAT-SO-EVER ARE STRICTLY BETWEEN THE USER AND ANY THIRD PARTY PROVIDER.

#### **Warranties And Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND US, ALL INFORMATION AND SERVICES ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS SITE.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. HOWEVER, WE MAKE NO COMMITMENT TO UPDATE MATERIALS ON THIS SITE.

#### **Liability Limitations**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) LOSS OF USE, DATA OR PROFITS, (3) DELAYS OR BUSINESS INTERRUPTIONS, (4) AND ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE) WHETHER OR NOT YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ANY DAMAGES, DIRECT OR INDIRECT, EXCEED THE SUM OF \$100.00.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Indemnification**

You agree to indemnify, defend and hold us, and all our officers, members, managers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms, including, without limitation, our reasonable attorney fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

#### **Security**

All confidential, proprietary, and private data collected at Wedica.com or other sites under its ownership is

done so with the use of secure servers. The secure server software (SSL) encrypts all payment information you input before it is sent to us. Furthermore, all of the data we collect is protected against unauthorized access. We may provide links to Third Party Providers' sites that may request additional information from you, but we do not accept any liability for the security of credit card or other data transmitted to such third parties.

Information that is requested through this site by us from you that is of a confidential, proprietary, or private nature information through this Site will be transmitted securely. Your personal identifying information will be maintained by us in accordance with our [Privacy Policy](#). Any other information sent to us will be deemed NOT CONFIDENTIAL.

You grant to us an unrestricted, irrevocable, royalty-free license to display, use, modify, perform, reproduce, transmit, and distribute any information you send to us, for any and all commercial and non-commercial purposes. Furthermore, we may transfer any and all information, including personally identifying information, to any successor to our business, whether by sale, merger, or otherwise.

You also agree that we are free to use any links to additional resources or Third Party Providers, along with any ideas, concepts, or techniques that you send to us for any purpose, including, but not limited to, developing, manufacturing, and marketing products that incorporate such ideas, concepts, or techniques.

### **Linking To Our Site**

We permit anyone to link to our Site subject to the linker's compliance with these Terms:

- (i) You may link to, but not replicate, content contained at our Site;
- (ii) You may not create a border or browser around content contained in our Site;
- (iii) You must not present misleading or false information about our services or products;
- (iv) You may not misrepresent our relationship with the linker;
- (v) You may not imply that we endorse or sponsor the linker or the linker's services or products;
- (vi) You may not use our logos or trade dress without our prior written permission;
- (vii) You may not include any content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for viewers of all ages;
- (viii) You may not include materials that would violate any U.S. laws, including without limitation the CAN-SPAM Act;
- (ix) You must agree that the link may be removed at any time upon our request.

### **Intellectual Property**

The information on this Site is protected by copyright. Except as specifically permitted, no portion of this Site may be distributed or reproduced by any means, or in any form, without our prior written permission.

**COPYRIGHT NOTICE:** Copyright © Wedica. All rights reserved.

The absence of a name or logo in these Terms does not constitute a waiver of any intellectual property rights that we have established in any of our material, feature, or service names or logos. We reserve all intellectual property rights, including all copyrights and trademark rights.

### **Notices, How To Contact Us**

All notices to you required or permitted under these Terms may be sent to you at the last email address you submitted to us, or by regular mail to your last-submitted physical address, if any. You are solely responsible for contacting us with any changes in your contact details. Notices to us shall be submitted at [customerservice@wedica.com](mailto:customerservice@wedica.com) or by mail at:

**Customer Service Dept.  
Wedica  
P.O. Box 225  
Hopeland, PA 17533**

or to such other address as we may provide at this Site from time to time.

### **Compliance With Copyright And Other Laws / DMCA**

We do not knowingly provide links to resources, websites or other materials that violate the copyrights, trademarks, or other intellectual property rights of third parties. If you are the owner of such rights, and you object to the linking or posting of materials on our Site, please send a notice to the Customer Service Department at the address posted above for Notices. Please be as specific as possible with regard to your claim, and you must cooperate by providing any additional information we may request. If you do so, we will investigate your claim promptly, and will disable or remove links or materials that we believe may violate the rights of third parties. Similarly, if you are a website owner and prefer that the Site not include a link to your site, please notify us and we will promptly remove the link.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the State of Pennsylvania without giving effect to the conflict of laws principles thereof. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by mediation or arbitration administered under the Rules of Procedure for Christian Conciliation of the Institute of Christian Conciliation. Therefore, the parties agree that any claim or dispute arising out of, or related to, these Terms or to any aspect of the website usage relationship, including claims under federal, state, and local statutory or common law, the law of contract, and law of tort shall be settled by biblically based mediation in conformity with the biblical injunctions of 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20.

If resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration. The parties agree for the mediation and arbitration process to be conducted in accordance with the "Rules of Procedure for Christian Conciliation" ("Rules") (which can be viewed here: [Rules of Procedure](#)) contained in the Peacemaker Ministries booklet, Guidelines for Christian Conciliation. Consistent with these "Rules," each party to the agreement shall agree to the selection of the arbitrator. The parties agree that if there is an impasse in the selection of the arbitrator, the Institute for Christian Conciliation division of Peacemaker Ministries of Billings, Montana [(406) 256-1583], shall be asked to provide the name of a qualified person who will serve in that capacity. Consistent with the "Rules," the arbitrator shall issue a written opinion within a reasonable time, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The parties to these Terms agree that these methods shall be the sole remedy for any controversy or claim arising out of the use of this website or these Terms and expressly waive their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision or to obtain a judicial decision in those situations wherein any party to these Terms: [a] refuses, fails or neglects to participate in the required mediation – arbitration process; or [b] proceeds in a manner which is inconsistent with or which is in circumvention of the said mediation - arbitration process. The parties to this agreement have had an opportunity to consult legal counsel before clicking or signing this agreement.

It is agreed that this agreement is made in and that the duties and obligations set forth in this agreement and that otherwise may be performed by the Company shall be performed in Lancaster County, Pennsylvania, and that, therefore, the legal situs of these Terms is and shall be in Lancaster county, Pennsylvania. Accordingly, exclusive jurisdiction for the resolution of all such controversies, disputes and claims shall be in Lancaster County, Pennsylvania.

### **No Waiver**

The failure of either party to these Terms to insist upon the performance of any of these Terms, or the waiver of any breach of any of the Terms, shall not be construed as thereafter waiving any such Terms, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

### **Expense Of Conflict Resolution**

In the event that any mediation and/or arbitration is undertaken in relation to these Terms, or the breach thereof, any expense related to the process shall be equally shared by both sides of the disagreement. In the event that any proceedings are undertaken in any court of law to enforce a legally binding arbitration decision or to obtain a judicial resolution in those situations wherein either party to this agreement: [a] refuses, fails or neglects to participate in the required mediation – arbitration process; or [b] proceeds in a manner which is inconsistent with or which is in circumvention of the said mediation –arbitration process, then the costs incurred by the party which shall be required to undertake such enforcement or such judicial resolution or to seek damages under this agreement, including reasonable attorney's fees and court costs, shall be recoverable from the party so refusing, failing or neglecting to participate in the required mediation - arbitration process or so proceeding in a manner which is inconsistent with or which is in circumvention of the said mediation – arbitration process.

### **Arbitration**

The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any decision rendered by the arbitrators shall include findings of fact and conclusions of law. The arbitration shall take place in Lancaster, Pennsylvania, and shall be conducted in the English language. Either party also may, without waiving any remedy under these Terms, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

For details of the arbitration process, rules etc. please see the site of the Peacemaker Ministries at [www.peacemaker.net](http://www.peacemaker.net).

### **Severability**

If any provision of this agreement shall be held or made invalid or unenforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby.

**Modifications**

We reserve the right to change or modify any provision of these Terms at any time at our sole and exclusive discretion. You also may be subject to additional terms and conditions that may apply when you use Third Party Provider content or third party software.

**Miscellaneous**

These Terms constitute the entire agreement between you and us with respect to the use of the Site or its Content, any software or service, information, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

**Paragraph Headings**

The section titles in the Terms are for convenience only and have no legal or contractual effect. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Source Code**

The user of Wedica.com, or any of its sites under common ownership has no rights to the source code of the back-end or any part of the content management system and is strictly prohibited from any attempts at reverse engineering of this copyrighted and trademarked product.

**Policy Changes**

We do update our Terms from time to time without notice so please check back periodically. Changes to these Terms will be posted on this Site and the effective date of these Terms will be modified to reflect the effective date of the most recent version.

**Questions**

Users may direct questions concerning this Privacy Policy by email to: [policies@wedica.com](mailto:policies@wedica.com).