

Terms of Service

Revision on March 19, 2024

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 18 AFFECTS HOW DISPUTES WITH WORD ON THE BLOCK ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT-OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS IN SECTION 18.

1. Acceptance of Terms

Welcome to the Word on the Block website. Word on the Block, Inc., (“Word on the Block”) owns and operates <https://www.wordontheblock.com/> and other mobile or affiliated websites or applications that refer to these Terms of Use (collectively, the “Site”). Word on the Block operates the Site to provide information and certain services to visitors and users (the “Services”).

By using the Site or any Services available through the Site, you agree to comply with and be legally bound by the terms, conditions, and restrictions of these Terms of Use (“Terms”). Please read carefully these Terms and our Privacy Policy, which may be found at <https://www.wordontheblock.com/> and which are incorporated by reference into these Terms. These Terms, together with our Privacy Policy, govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and Word on the Block. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services.

Individuals who visit or use the Site are referred to as “Users”, “you” and “your”. If you access the Site or accept these Terms on behalf of a company or other legal entity, you represent and warrant that you read and understood these terms and have the authority to bind that legal entity and, in such event, “you” and “your” will refer to that legal entity. “We”, “us”, or “our” refer to Word on the Block. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

2. Modification

Word on the Block reserves the right, at its sole discretion, to modify or discontinue, temporarily or permanently, the Site, Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. We will also update the “Last Updated Date” at the top of these Terms. Modifications to these Terms will automatically take effect upon posting. By continuing to access or use the Site after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease accessing or using the Site.

3. Eligibility

The Site is intended solely for persons who are (i) 18 or older, or (ii) 13 and older if either (a) a legally emancipated minor, or (b) possess legal parental or guardian consent. By accessing or using the Site you represent and warrant that you are not legally prohibited from accessing the Site or using the Services under the laws of the country in which you access or use the Site.

4. About the Site

The Site allows a User to access information and the Services and provides opportunities for a User to request information, apply for an account, signup for notifications or a newsletter, apply to a position, or engage with Word on the Block through provided communication options. You agree to provide accurate, current and complete information in all communications with Word on the Block and in all other use of the Site or Services.

THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE BRANDS AND INFLUENCERS TO CONNECT AND ENTER INTO AGREEMENTS DIRECTLY WITH EACH OTHER. WORD ON THE BLOCK CANNOT AND DOES NOT CONTROL THE CONTENT POSTED BY USERS AND IS NOT RESPONSIBLE FOR AND

DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SUCH USER CONTENT, INCLUDING COMPLIANCE WITH APPLICABLE LAWS

5. User Conduct

5.1 Acceptable Use

- You agree to use the Site and Services only for lawful purposes and in accordance with these Terms.
- You agree not to use the Site or Services:
 - In a manner that violates any applicable law or regulation.
 - For the purpose of exploiting, harming, or threatening others.
 - To impersonate any person or entity, or to falsely state or otherwise misrepresent your affiliation with a person or entity.
 - To defame, harass, abuse, stalk, intimidate, or otherwise threaten others.
 - To interfere with or disrupt the Site or Services.
 - To transmit through the Site any viruses or other harmful computer code.
 - To use the Site or Services in a manner that may violate the intellectual property rights of others.
 - To collect or harvest any personal data of other users of the Site or Services.
 - To use the Site or Services for any unauthorized or commercial purposes.

5.2 User Content

- You are responsible for all content that you post, upload, transmit or otherwise make available through the Site or Services (“User Content”). You represent and warrant that you have all rights necessary to do so and that such User Content does not violate any applicable law or regulation or the intellectual property rights of any third party.
- By submitting User Content, you grant Word on the Block a non-exclusive, irrevocable, royalty-free, worldwide license to use, modify, reproduce, distribute, create derivative works of, and publicly display such User Content in connection with the Site and Services and our (and our successors’ and affiliates’) business, including for marketing and promotional purposes.

5.3 Monitoring of User Content

- Word on the Block does not have the obligation to monitor User Content. However, we reserve the right, at our sole discretion, to monitor, edit, remove or disable any User Content that we believe does not comply with these Terms or that we otherwise deem inappropriate.

6. Intellectual Property

The Site and Services contain intellectual property owned by Word on the Block or its licensors, including trademarks, copyrights, service marks, patents, trade secrets, and other proprietary information. You agree not to remove, alter, or obscure any copyright notices or other intellectual property notices contained on the Site or Services. You agree not to modify, reproduce, distribute, create derivative works of, or publicly display the Site or Services or any content on the Site, except as expressly permitted in these Terms.

7. Disclaimers

THE SITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OPERATION OF THE SITE OR SERVICES. WORD ON THE BLOCK MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR NON-INFRINGEMENT OF THE CONTENT AVAILABLE ON THE SITE OR SERVICES. YOU ASSUME ALL RISK FOR YOUR USE OF THE SITE AND SERVICES.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WORD ON THE BLOCK, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR SERVICES, EVEN IF WORD ON THE BLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity

You agree to defend, indemnify, and hold harmless Word on the Block, its 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 or your use of the Site or Services.

10. Termination

Word on the Block may terminate your access to and use of the Site or Services at any time, for any reason or no reason, with or without notice to you. You agree that Word on the Block may immediately, without prior notice, deactivate or delete your account and all related information and files if Word on the Block, in its sole discretion, determines that you have violated these Terms or otherwise abused the Site or Services.

11. Governing Law and Dispute Resolution

11.1 Governing Law

These Terms and your use of the Site and Services will be governed by and construed in accordance with the laws of the State of Delaware (the “Governing Law”). You agree that any legal action or proceeding arising out of or relating to these Terms will be brought exclusively in the courts of the State of Delaware and you hereby consent to the personal jurisdiction and venue of such courts.

11.2 Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS HOW DISPUTES BETWEEN YOU AND WORD ON THE BLOCK ARE RESOLVED.

11.2.1 Binding Arbitration

Except as set forth below, any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or enforcement thereof, or your access to or use of the Site or Services (collectively, “Disputes”) shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the State of Delaware. You and Word on the Block agree that the arbitrator(s) shall be bound by these Terms and may only award relief consistent with these Terms. The arbitrator’s decision shall be final and binding on you and Word on the Block.

11.2.2 Exceptions to Arbitration

You and Word on the Block agree that the following Disputes are not subject to the above arbitration provision:

- To enforce or protect any of your or Word on the Block’s intellectual property rights;

- To seek injunctive relief in a court of law to stop unauthorized use of the Site or Services; or
- To seek injunctive relief in a court of law to stop any other party from violating these Terms.

11.2.3 Opt-Out

YOU MAY OPT OUT OF THE ABOVE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN 30 DAYS OF THE DATE YOU FIRST ACCEPT THESE TERMS. YOUR WRITTEN NOTICE MUST BE SENT BY U.S. MAIL TO: Word on the Block, Inc., 1354 Flagler Dr. Mamaroneck, NY, 10543, Attention: Legal Department – Arbitration Opt-Out. YOUR NOTICE MUST IDENTIFY YOU, YOUR ADDRESS, AND THE DOMAIN NAME ASSOCIATED WITH YOUR ACCOUNT (IF ANY). YOU MUST ALSO INCLUDE THE STATEMENT: “I ELECT TO OPT OUT OF THE ARBITRATION PROVISION OF THE TERMS OF USE.”

11.2.4 Class Action Waiver

YOU AND WORD ON THE BLOCK AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

12. Entire Agreement

These Terms constitute the entire agreement between you and Word on the Block concerning your access to and use of the Site and Services and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

13. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Waiver

No waiver of any breach of any provision of these Terms by Word on the Block shall be construed as a waiver of any other or subsequent breach.

15. Notices

All notices and other communications hereunder to or from Word on the Block shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight courier to the addresses set forth below. Such addresses may be changed by either party by giving the other party written notice in the manner provided in this section.

To Word on the Block:

Word on the Block, Inc.

1354 Flagler Dr.

Mamaroneck, NY 10543

Attention: Legal Department

16. Force Majeure

Word on the Block shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, riots, civil commotions, strikes, lockouts, or other labor disputes, fires, floods, earthquakes, or other natural disasters.

17. Digital Millennium Copyright Act (“DMCA”) Notice

If you believe that any content appearing on the Site or Services infringes on your copyright rights, you may submit a notification by providing our copyright agent with the following information in writing:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information about where it is located on the Site or Services;
- Your address, telephone number, and email address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- A statement, made under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated copyright agent for notice of claims of copyright infringement on the Site or Services is: Word on the Block, Inc., 1354 Flagler Dr. Mamaroneck, NY 10543, Attention: Legal Department – DMCA Notice.

18. Termination

In addition to any other termination rights Word on the Block may have, Word on the Block may, in its sole discretion, terminate or suspend your access to or use of the Site or Services, delete or remove your User Content, and/or take any other steps Word on the Block deems appropriate, without notice or refund, if you violate these Terms or Word on the Block believes you may violate these Terms.

19. No Third-Party Beneficiaries

These Terms are not intended to benefit or create any rights in any third-party beneficiary.

20. Headings

The headings in these Terms are for reference only and do not affect the interpretation or construction of these Terms.

21. Survival

Those provisions of these Terms that by their nature should survive termination shall survive termination of these Terms, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

22. Contact Us

If you have any questions about these Terms, please contact us at support@wordontheblock.com or by mail at: Word on the Block, Inc., 1354 Flagler Dr. Mamaroneck, NY 10543, Attention: Legal Department.