



## TERMS AND CONDITIONS

### Introduction

The following terms and conditions are published for the government of your use of this website. By using this website, you accept these terms and conditions in full. If you disagree with the terms and conditions or any part of these terms and conditions, you must discontinue use of this site.

You must be at least 18 years of age to use this website. By using this website, you warrant and represent that you are of a legal age of 18 years old.

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## Acceptable Use

You may not use this website in any way that causes, or may cause damage to the website or impair availability or accessibility to this website. You may not use this website in any way which is unlawful, fraudulent, or harmful, or in connection with anything unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without express permission of the owners of **WHY KNOT WEDDING RENTALS & SERVICES or its owners**.

You may not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without express written permission of ownership.

## User Content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

If any provision of this website disclaimer is, or is found to be unfavorable, unenforceable under application law, that will not affect the enforceability of the other provisions of this website disclaimer.

You grant to **WHY KNOT WEDDING RENTALS & SERVICES or its owners** a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to **WHY KNOT WEDDING RENTALS & SERVICES or its owners** the right to sub-license these rights, and the rights to bring an action for infringement of these rights.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

**WHY KNOT WEDDING RENTALS & SERVICES or its owners** reserves the right to remove any material submitted to this website, or store on **WHY KNOT WEDDING RENTALS & SERVICES or its owners** servers, or hosted or published upon this website

Notwithstanding **WHY KNOT WEDDING RENTALS & SERVICES or its owners** rights under these terms and conditions in relation to user content **WHY KNOT WEDDING RENTALS & SERVICES or its owners** does not undertake or to monitor the submission of such content to, or the publication of such content on this website.

## No Warranties

This website is provided “as is” without any representations or warranties, expressed or implied. **WHY KNOT WEDDING RENTALS & SERVICES or its owners** makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, **WHY KNOT WEDDING RENTALS & SERVICES or its owners** does not warrant that:

- The website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If there is reason to require advice to any legal, financial or medical matter you should consult with an appropriate professional.

## Limitations of Liability

**WHY KNOT WEDDING RENTALS & SERVICES or its owners** will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- To the extent that the website is provided free-of-charge, for any direct loss
- For any indirect, special or consequential loss; or
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss of corruption of information or data.

The limitations of liability apply even if **WHY KNOT WEDDING RENTALS & SERVICES or its owners** have been expressly advised of the potential loss.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit **WHY KNOT WEDDING RENTALS & SERVICES** or their owners liability in respect of any:

- Death or personal injury caused by **WHY KNOT WEDDING RENTALS & SERVICES or its owners** negligence;
- Fraud or fraudulent misrepresentation on the part of **WHY KNOT WEDDING RENTALS & SERVICES or its owners**.
- Matter which it would be illegal or unlawful for **WHY KNOT WEDDING RENTALS & SERVICES or its owners** to exclude or limit or attempt to purport to exclude or limit its liability.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

## Other Parties

You accept that as a limited liability entity, **WHY KNOT WEDDING RENTALS & SERVICES** has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against **WHY KNOT WEDDING RENTALS & SERVICES** officers or employees in respect of any losses you suffer in connection with this website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect **WHY KNOT WEDDING RENTALS & SERVICES** officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as **WHY KNOT WEDDING RENTALS & SERVICES**.

## Indemnity

You hereby indemnify **WHY KNOT WEDDING RENTALS & SERVICES** and undertake to keep **WHY KNOT WEDDING RENTALS & SERVICES** indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by **WHY KNOT WEDDING RENTALS & SERVICES** to a third party in settlement of a claim or dispute on the advice of **WHY KNOT WEDDING RENTALS & SERVICES'** legal advisors) incurred or suffered by **WHY KNOT WEDDING RENTALS & SERVICES** arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## Breaches

Without prejudice to **WHY KNOT WEDDING RENTALS & SERVICES** other rights under these terms and conditions, if you breach these terms and conditions in any way, **WHY KNOT WEDDING RENTALS & SERVICES** may take such action as **WHY KNOT WEDDING RENTALS & SERVICES** deems appropriate to deal with the breach, including suspending access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## Variation

**WHY KNOT WEDDING RENTALS & SERVICES** may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check the page regularly to ensure you are familiar with the current version.

## **Assignment**

**WHY KNOT WEDDING RENTALS & SERVICES** may transfer, sub-contract or otherwise deal with **WHY KNOT WEDDING RENTALS & SERVICES** rights and or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the current governing law and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of the current jurisdiction based on the current governing law.

**WHY KNOT WEDDING RENTALS & SERVICES** is registered with the State of Utah and does business in the town of Riverdale, UT

Contact can be made by email to [rentals@whyknotwedding.com](mailto:rentals@whyknotwedding.com)

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