

**Terms and Conditions  
&  
Privacy Policy**  
**Last updated: January 07, 2024**

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Please read these terms and conditions carefully before using Our Service.

**INTERPRETATION & DEFINITIONS**

**Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions**

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Client** refers to any managed or outsourced work to a separate company given to WordUp! Marketing, LLC.

**Country** refers to United States of America

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to WordUp! Marketing, LLC, based out of Colorado Springs, CO.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Service** refers to the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company or You and The Client regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Generator.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**Website** refers to WordUp! Marketing, LLC, accessible from <https://wordupllc.com/> or any Client website from which the terms and conditions are shown at the bottom as being managed by Company.

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **ACKNOWLEDGMENT**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **LINKS TO OTHER WEBSITES**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## **TERMINATION**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

## **LIMITATION OF LIABILITY**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever

(including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### **"AS IS" & "AS AVAILABLE" DISCLAIMER**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

### **GOVERNING LAW**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### **DISPUTES RESOLUTION**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **FOR EUROPEAN UNION (EU) USERS**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

## **UNITED STATES LEGAL COMPLIANCE**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **SEVERABILITY AND WAIVER**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **TRANSLATION INTERPRETATION**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **PRIVACY POLICY**

We at WordUp! Marketing, LLC are committed to protecting your privacy. This Privacy Policy explains how we collect, use, disclose, and store your personal information when you use our website, wordupllc.com ("Website"), or any Affiliate or Client website.

### **Information We Collect**

We collect the following types of information from you:

- **Personal Information:** This includes information that can identify you, such as your name, email address, phone number, address, and IP address. We may collect this information when you create an account, sign up for newsletters, make a purchase, or contact us.
- **Usage Information:** This includes information about how you use our Website, such as the pages you visit, the links you click, and the searches you make. We may collect this information using cookies, web beacons, and other tracking technologies.
- **Device Information:** This includes information about the device you use to access our Website, such as your browser type, operating system, and screen resolution. We may collect this information automatically when you visit our Website.

### **How We Use Your Information**

We use your information for the following purposes:

- To provide and operate our Website and Services;
- To personalize your experience on our Website;
- To send you newsletters and other marketing communications;
- To respond to your inquiries and requests;
- To improve our Website and Services;
- To prevent fraud and abuse; and
- To comply with legal requirements.

### **Disclosure of Your Information**

We may disclose your information to the following third parties:

- Service providers who help us operate our Website and Services, such as web hosting providers, email service providers, and payment processors;
- Business partners with whom we offer co-branded products or services;
- Law enforcement or government officials if required by law; and
- Any other third party with your consent.

### **Cookies and Tracking Technologies**

We use cookies and other tracking technologies to collect and analyze information about your use of our Website. These technologies help us remember your preferences, track website traffic, and personalize your experience. You can control cookies by adjusting the settings in your web browser. However, disabling cookies may limit your ability to use some features of our Website.

### **Data Security**

We take reasonable measures to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no security measures are perfect, and we cannot guarantee the security of your information.

### Your Choices

You have the following choices regarding your information:

- You can access and update your personal information by logging into your account.
- You can unsubscribe from our marketing communications by clicking on the "unsubscribe" link in any email you receive from us.
- You can opt-out of cookies by adjusting the settings in your web browser.
- You can request that we delete your information by contacting us at [info@wordupllc.com](mailto:info@wordupllc.com).

### International Transfers

Your information may be transferred to and processed in countries other than your own. These countries may have different data protection laws than your own country.

### Children's Privacy

Our Website is not intended for children under the age of 13. We do not knowingly collect personal information from children under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us.

### Changes to this Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our Website. You are advised to review this Privacy Policy periodically for any changes.

### Additional Information

- If you are located in the European Union, you have certain rights under the General Data Protection Regulation (GDPR).
- If you are located in California, you have certain rights under the California Consumer Privacy Act (CCPA).

## CONTACT US

If you have any questions about these Terms and Conditions, OR Privacy Policy You can contact us:

- By email: [info@wordupllc.com](mailto:info@wordupllc.com)