

Terms and Conditions for Online Sales

Last modified: July 9, 2022

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (1) AT LEAST 18 YEARS OF AGE OR (2) LEGAL AGE TO FORM A BINDING CONTRACT WITH WWCD, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through WWCD's website, cd929fm.com (the "Site"). These Terms are subject to change by WWCD (referred to as "us," "we," or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the Last Modified Date referenced on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the Last Modified Date will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You also should carefully review our Privacy Policy before placing an order for products or services through this Site.

Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items that you have ordered.

Prices and Payment Terms

Prices posted on this Site may be different than prices offered by us at any other location where we may sell products. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases

will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information. However, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

From time to time we may offer promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept all major credit cards for all purchases. You represent and warrant that (1) the credit card information that you supply to us is true, correct, and complete, (2) you are duly authorized to use such credit card for the purchase, (3) charges incurred by you will be honored by your credit card company, and (4) you will pay charges incurred by you at the posted prices, including shipping and handling charges, and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

Shipments; Delivery; Title and Risk of Loss

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and Refunds

We will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided that any return is made within 30 days of shipment with valid proof of purchase and that any products are returned in their original condition.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.

Refunds are processed within approximately 5 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

Manufacturer's Warranty and Disclaimers

We do not manufacture or control any of the products or services offered on our Site. The availability of products or services through our Site does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Site. However, the products and services offered on our Site may be covered by a manufacturer's warranty that may be

detailed in the product's description on our Site and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS, OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall only apply to the extent permitted by law.

Goods Not for Resale or Export

You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the United States.

Privacy

We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Governing Law and Jurisdiction

This Site is operated from the United States. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

Any legal suit, action, or proceeding arising out of, or related to, these Terms shall be instituted exclusively in the courts of the State of Ohio, in each case located in the City of Columbus and in the County of Franklin, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms 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 WWCD's sole discretion, it may require You to submit any disputes arising from these Terms, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

Limitation on Time to File Claims

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

Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this term is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.



No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of WWCD.

No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

Notices

To You. We may provide any notice to you under these Terms by (1) sending a message to the email address you provide or (2) by posting to the Site. Notices sent by email will be effective when we send the email, and any notices that we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To Us. To give us proper notice under these Terms, you must contact us as follows: (1) by facsimile transmission to 614-227-0021; or (2) by personal delivery, overnight courier, or registered or certified mail to WWCD, 1036 S. Front St., Columbus, Ohio 43206. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Severability

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

Entire Agreement

Our order confirmation, these Terms, and any subscription agreement relating to any product or service you obtain on or through this Site, our Website Terms of Use, our Privacy Policy, our Contest Rules (as applicable), our Lounge Rules (as applicable), and any other terms, conditions, or rules that may be imposed from time to time will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.