

# WOW's Refund Policy for All WOW Subscription Plans

## I. General Policy

To be entitled to a refund there has to be at least one substantial, credible, legitimate reason or justification, e.g., an *objectively provable factual basis* for a refund, *traceable to the WOW Website being at fault*, that interfered with and constricted a customer's ability to access the website and enjoy his or her subscription plan.

The customer shall have the burden of proof to prove, by a preponderance of the evidence, that the WOW Website failed to deliver what the customer paid to see, via the customer's subscription plan. Absent such evidence, there is no entitlement to a refund and a refund shall not be made.

The WOW website is offered on an "AS IS" basis with no guarantees or warranties that the site is well suited for a customer's subjective satisfaction, taste or needs, or that the website's services will always be available.

WOW disclaims responsibility for any third party's failure to not interrupt the delivery of WOW's services to the customer via the Internet chain of intermediary steps between WOW and its customers.

## II. Types of Claims That Never Warrant a Refund

1. **Customer's Subjective Dissatisfaction.** Such claims are never a basis for a refund. Any claim for a refund based on an alleged *subjective* dissatisfaction with the pictures, or the Website, shall *not*, by itself, be sufficient to trigger a legitimate basis for a legal entitlement to a refund. A mere non-quantifiable, *subjective* dissatisfaction with the subscription plan, the Website, its current content, its added new content, and/or the pace at which new content is added to existing content, shall never be enough to obligate WOW to make any refund, extend credit or extend a subscription plan. The failure to add new pictures during a subscription period, the failure to add an arbitrary number of new

**pictures or a failure to add them at a fast enough rate to please a customer, per a customer's subjective arbitrary rate, shall never be an adequate ground to warrant a refund.**

- 2. Customer Claims the WOW Website Does Not Meet Customer's Requirements or There is a Failure of Expectation. Such claims, which are a subset of "subjective dissatisfaction", are never a basis for a refund. WOW does not warrant that the site and/or service will meet the customer's requirements. WOW disclaims all warranties. WOW makes the site and service available "As Is" without warranty of any kind. WOW expressly disclaims any and all warranties, express or implied, regarding the site and/or service, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.**
- 3. Customer Claims the WOW Website Was Down or Not Accessible and Fails to Prove that WOW is Exclusively Responsible for that Problem. Such claims are never a basis for a refund. WOW does not warrant or guarantee that the operation of the site and/or service will be uninterrupted or error-free. There are too many variables in the delivery of digital services via the Internet far beyond WOW's control. WOW has no control or influence with any of these third parties.**
- 4. Customer Fails to Prove By a Preponderance of the Evidence Any Material Fact Upon Which the Customer Bases His/Her Claim for a Refund. Such claims are never a basis for a refund. If and when the customer demands a refund based on any factual claim, the customer shall always have the burden of proof to prove, by a preponderance of evidence, that what the customer claims to be the material controlling facts to justify a refund do in fact exist. If and when the customer fails to sustain that burden of proof there is no basis for a refund.**
- 5. Customer's Factual Claims are False. Such claims are never a basis for a refund. Example: Customer claims they could not access the WOW website but a tech support audit shows someone did during the applicable time period.**

6. **Customer Claims Customer Never Used the Plan.** Such claims are never a basis for a refund. When WOW provides the service the customer's failure to use what the customer paid for is the customer's problem. Refunds and credits will *not* be provided for non-use or partial use of a subscription plan when WOW is not exclusively at fault.

### III.

#### Types of Claims That Warrant a Refund

1. WOW, exclusively, intentionally or negligently, clearly substantially failed to deliver any service for which the customer paid, and the customer can prove this claim by a preponderance of the evidence.
2. WOW, exclusively, intentionally or negligently, clearly did or failed to do anything that substantially mislead the customer to the customer's severe prejudice and detriment, and the customer can prove this claim by a preponderance of the evidence.

### IV.

#### Miscellaneous

1. All refund requests are reviewed on a case by case basis.
2. Approved refund and/or credit amounts shall be made at management's absolute sole discretion.
3. In the event a refund is approved, the funds shall be applied back in the form of payment for the original transaction.
4. There shall be no cash refunds, check refunds, bank transfer refunds, or refunds made on Gift Cards.
5. If the customer was not able to gain access to see and to enjoy the pictures for a period of time that exceeds 15% of the customer's subscription plan, WOW's management, in its sole discretion, might give the customer a prorated refund, for that amount of time beyond 15%, if the customer is able to prove via a tech support audit trail, that the customer tried to gain access and could not do so for an amount of time that exceeds 15% of the customer's subscription plan.