TERMS AND CONDITIONS FOR A WONDER OF WOMEN [WOW] SUBSCRIPTION PLAN

Dear Potential Subscriber,

I. Informed Consent

I wrote this to raise you to a high level of informed consent, *before* you pay for a subscription, to be transparent and fair with you, and to avoid any failed expectations or ill will arising from a failure to communicate effectively.

II. My Goals

- 1. To do my utmost best to help you make a wise decision by telling you—honestly—what you will get—and not get—with your subscription, what you can expect to see during your subscription period, and what are the Terms and Conditions that apply to your subscription.
- 2. To do my reasonable best to please you so you are an exceedingly happy, enthusiastic, repeat customer who will refer others to this WOW site so I can deliver more high quality, tasteful, fine art, images of more women in various states of undress.
- 3. To establish a sustained, on-going, excellent relationship with you.

III. Access

By accessing this WOW Website, you certify that:

- 1. You are at least 18 years of age or otherwise the age of majority under the laws of your state, province or country;
- 2. You agree that your use of this website shall be at your sole risk;
- 3. You know and understand that the materials presented on this WOW Website include explicit visual depictions of adult human female nudity exclusive of explicit sexual activities, obscenity or pornography; that you are familiar with materials of this kind; that you are not offended by such materials; and that by agreeing to these Terms and Conditions you warrant to us that you are intentionally and knowingly seeking access to such explicit materials for your own personal viewing:
- 4. The content on this WOW Website is provided to you AS IS for your information and personal and non-commercial use only. You further agree that you will use the Website solely for personal and non-commercial

purposes, and you will not download, make a screen shot, copy or distribute any part of the Website for any personal, non-commercial, or commercial purpose; and you will not alter, delete, add, change or edit any of these Terms and Conditions, and any such attempted alteration shall be void and of no effect;

- You will not use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any content from the Website, unless you are expressly authorized in writing to do so by WOW's owner, Peter J. Mancus;
- 6. You will not use or launch any automated system that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser;
- 7. You will not collect or harvest any personally identifiable information, including account names, from the Website;
- 8. You will not solicit, for commercial purposes, any users of the Website or any model depicted on the Website;
- 9. You will not post any advertisements or solicitations of business; and
- 10. You will not impersonate another person.

IV.

Binding Terms and Conditions for All WOW Subscription Plans

- 1. The terms and conditions specified, below, shall apply to all www.wowthewonderofwomen.com [WOW] subscription plans, regardless of length.
- 2. You may buy and use a WOW subscription plan only in accordance with these Terms and Conditions.
- 3. If you wish to purchase a subscription, we will ask you to provide certain information to facilitate such purchase, including your credit card number, billing address, and any related payment information.
- 4. WOW may use a third party payment processor to facilitate your payment of any subscription fees, and you authorize us to share your name and payment method details with a third party merchant services support provider.
- 5. Any payment information you provide will be governed by the terms of our Privacy Policy.
- 6. By submitting payment information you warrant you have the legal right to use any such credit card or other payment mechanism you provide to facilitate the transaction.
- 7. There shall be no "free trials" for any subscription plan; however, you may purchase an introductory "Weekly Plan" for \$9.99 [\$1.33 per day].
- 8. Upon receipt of your payment information you will be charged the applicable subscription fee for the plan you selected.
- 9. WOW offers a variety of subscription plans [ranging from one week to two years], each with its own features, advantages and disadvantages. The cost

- per day declines the longer the subscription, which insulates you from price increases.
- 10. By purchasing a subscription you agree to pay all applicable subscription fees in accordance with your selected subscription plan, including any applicable taxes, such as sales tax, and you agree you are only entitled to the features and services applicable to your plan that you select at the time of your purchase, in accordance with these Terms and Conditions.
- 11. Each subscription shall be personal to the individual purchaser. A subscription plan purchaser may not transfer or assign their subscription to another individual or entity unless such transfer or assignment is expressly agreed to in writing by WOW's owner, Peter J. Mancus.
- 12. WOW, at its sole discretion, reserves the right to limit, suspend or terminate any purchaser's use of a subscription plan if WOW's senior management determines the purchaser has violated these Terms and Conditions.
- 13. A subscription is valid and becomes operative commencing on the date in which WOW provides you with access to the subscription plan services pursuant to, and only *after*, confirmation that your payment was effectively made, and processed, in full.
- 14. Your subscription will last for the duration of your subscription term that you selected at the time of your registration.
- 15. Your subscription will *not* automatically renew at the end of each subscription.
- 16. You may renew your subscription at any plan level, or not renew. The choice to renew or not renew is entirely yours alone.
- 17. You may also cancel your subscription at any time prior to the end of the subscription term by sending an email to pmancus@comcast.net.
- 18. You may also upgrade your subscription plan at any time during the subscription term by notifying WOW's owner, Peter J. Mancus, via email, at pmancus@comcast.net. If you upgrade your plan you will be given a prorate credit from the unused portion of your previous plan to be applied to the cost of your upgraded plan.
- 19. You acknowledge and agree that the amount of a delayed purchased subscription plan may be higher than when you first purchased a plan.
- 20. WOW reserves the right at any time, at its sole discretion, and, without notice, to suspend, modify, discontinue or permanently cancel the subscription services or any portions thereof, including the subscription plans then in existence, if any, and any policies, features and terms applicable thereto.
- 21. If the subscription services, or any part thereof, to which you subscribe are permanently discontinued or canceled by WOW, your subscription shall terminate and WOW shall have no further legal or financial liability owed to you.
- 22. You acknowledge that the subscription services may be interrupted from time to time, with or without notice, due to Internet service provider maintenance and/or connectivity issues, upgrades, system updates, equipment failure, and hacking, etc., or for any other foreseeable or non-foreseeable cause.

- 23. WOW shall have no liability to your for any interruption, suspension, discontinuance or unavailability of the subscription services for any reason, or for any loss or inability to access any media or materials on the services.
- 24. If you terminate your subscription, such termination shall be effective immediately upon receipt of such confirmation from WOW, regardless of whether there is any time remaining on your subscription term.
- 25. If you violate the Terms of Use, WOW, at its sole discretion may require you to remedy any violation thereof and/or take any other actions WOW deems appropriate to enforce its rights and pursue available remedies.
- 26. All subscription fees shall be nonrefundable. Upon termination, cancellation, discontinuation or expiration of your subscription period, regardless of reason, you will *not* be entitled to receive a refund for any subscription fees or other amounts, if any, previously charged to you, or for any unused portion of your subscription plan if such termination, cancellation or discontinuation occurs before the expiration of the applicable subscription plan.

V. Recommendations

I recommend you do this *before* you buy a subscription plan:

- 1. Read all the text in the free public part of this site, especially the FAQ section, and look at what's available to see, for free, under "TAKE A TOUR" on the Homepage's Navigation Bar. If you do that you will see representative pictures of each of the models and three representative pictures from each of the galleries.
- 2. Those pictures are an excellent true representation of what you will see once you buy a subscription. However, do *not* assume that if a "TAKE A TOUR" picture shows a model dressed that model will always be dressed in all the pictures on her dedicated gallery, and, do not assume that if a model is nude in a "TAKE A TOUR" picture she will always be nude in her dedicated gallery pictures.
- 3. If what you see appeals to you, I recommend you be cautious and sign up, at first, for only the least expensive subscription—the "Weekly Pan," for \$9.99 [\$1.33/day]. On the other hand, if you like what you see, if you have confidence in me, and if you can afford it, you might want to start with a longer subscription, which reduces your cost per day and insulates you from price increases during your subscription.

VI. What You Are Guaranteed to Get With Your Subscription

As of February 2022, here is what you will get with your subscription:

1. The opportunity to view, at your leisure, approximately 3,500 tasteful, artistic, pictures of 85 adult human female models, all 18 years of age or older, of

- various races, in various states of dress and undress, including totally nude; however, not all models are nude.
- 2. Currently, 3 of the 85 models were featured in Playboy [print or cyber].
- 3. Many of the pictures are in multiple galleries, to make it easier for you to find what you want to see, e.g., bikini pictures, B&W pictures, boudoir pictures, implied nude, outdoor nude [beach, desert, mountains, and forest, etc.], and each model has her own dedicated gallery with all of her pictures in her own gallery.
- 4. If a picture is in multiple galleries, e.g., 8 galleries, that picture is counted once: it is not counted 8 times.
- 5. Sometimes, the same picture is cropped differently, is saturated differently and/or a color picture might also be offered as a B&W. Since these changes create an entirely different effect, each is counted as a separate picture.
- 6. Every picture is *uncensored*, meaning, if a model's private anatomical part(s), e.g., breasts, pubic area, and/or butt, are exposed, they remain uncovered.
- 7. The opportunity to buy excellent, professionally printed, genuine photographic prints, with no watermark, in a wide variety of sizes, up to 90" long on the longest edge, with a money back guarantee.

VII. A Brief Note About WOW's Prints

- 1. All WOW prints are sold without a watermark.
- 2. All WOW prints come with a no questions asked 45-day money back guarantee. [For more details please see our FAQs.]
- 3. About 95% of WOW's images will enlarge to awesome huge sizes [up to 90" longest edge], with lush rich detail, and still look great at a reasonable viewing distance.
- 4. WOW is affiliated with two huge, well established, professional custom photo labs renowned for excellent work.
- 5. If you order a WOW print in a size that is too large to maintain highest quality I will tell you, so, please do not worry about that.
- 6. I am a perfectionist, fanatical about maintaining high quality control, which is why I can offer, for prints, a generous money back quarantee.

VIII. What Your Subscription Price Does *Not* Include

Your subscription will *not* include any opportunity or right regarding anything stated below:

1. To see on this WOW site any pictures that are obscene; pornographic [adult or child]; lewd; show explicit or simulated sexual activity or conduct between a human female and a human male; spread leg "pinky" shots; close ups of vaginal genitalia lips; the insertion of any sex toy or anatomical sexual body part into any body cavity; female squirting; actual, simulated, or promotion of,

bestiality, rape, gang bang, orgy, mutilation, mayhem, blood, gore, death, killing(s), "revenge porn", any depiction of actual or simulated incest, pictures of a human male with a human female, or pictures dealing with any of a variety of weird sexual fetishes, e.g., fecophia [a marked interest in the use of feces for sexual excitement]. If you want to see such pictures, please move on because they are not on this site;

- 2. To upload any content;
- 3. To create a profile page;
- 4. To chat with anyone on this site;
- 5. To see any live streaming content;
- 6. To see any "cam girl" pictures [still or video], live or recorded;
- 7. To see pictures of anyone under 18 years of age;
- 8. To use this WOW site, directly or indirectly, to promote human trafficking; sex trafficking; prostitution; solicitation for prostitution; find or use any escort services; find a "sugar babe"; find or facilitate active sexual activity of any kind; physical abuse of any kind; or violation of anyone's rights to be secure in their person and safe from physical harm or oppression.
- 9. To download a digital version of any WOW picture;
- 10. To gain physical access to any model depicted on this WOW site;
- 11. Make a copy of any WOW print because all WOW prints are subject to US federal government copyright laws;
- 12. Get a free copy of any WOW picture;
- 13. The legal right to use any WOW print commercially without a written copyright license signed and dated by WOW's owner or the legal copyright holder. This is because all WOW prints are sold for the customer's personal enjoyment only, which *excludes* the right to use any WOW picture commercially, absent such a license;
- 14. To demand, without a bonafide, *factual*, objectively provable basis, a refund merely because you claim you are *subjectively* dissatisfied with your subscription. Such a claim shall be, and is, inadequate to require or justify a refund.

IX. WOW's Refund Policy for All WOW Subscription Plans

- 1. Any claim for a refund based on an alleged *subjective* dissatisfaction with the pictures, or the Website, shall *not*, by itself, ever 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 or its content, shall never be enough to obligate the Website to make any refund, extend credit or extend a subscription plan.
- 2. 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 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 Website failed to deliver what the customer paid to see, via the customer's subscription plan;
- 3. The failure to add new pictures during a subscription period, or the failure to add an arbitrary number of new pictures or a failure to add them at fast enough, per a customer's subjective arbitrary rate, shall never be an adequate ground to warrant a refund.
- 4. 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, the Website'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.
- 5. Refunds and credits will *not* be provided for non-use or partial use of a subscription plan through no fault of Website.
- 6. All refund requests are reviewed on a case by case basis.
- 7. Approved refund and/or credit amounts shall be made at management's absolute sole discretion.
- 8. In the event a refund is approved, the funds will be applied back in the form of payment for the original transaction.
- 9. There shall be no cash refunds, check refunds, bank transfer refunds, or refunds made on Gift Cards.

X.

Reasons for WOW's Subscription Plans Refund Policy

- 1. WOW's owner feels a reasonable need to guard against being ripped off by a dishonest, manipulative, malcontent, customer who, after enjoying the pictures, manufactures a bogus claim of *subjective* dissatisfaction as the basis for a refund; therefore, WOW's refund policy categorically eliminates mere *subjective* dissatisfaction as a legitimate basis for a refund, and it places the burden of proof on the customer to prove, by a preponderance of objectively verifiable evidence, that WOW failed to deliver the service for more than 15% of the subscription plan's life span.
- 2. It is fundamentally unfair to WOW to allow a customer to see and enjoy thousands of pictures, and then let the customer get a refund when WOW kept its core commitments to the customer.
- 3. This is especially true when WOW has A) a "TAKE A TOUR" feature that allows a customer to see many representative pictures in the subscription part of this site *before* they buy a subscription plan; B) WOW offers an introductory trial "Weekly" subscription plan for \$9.99, which entitles the customer to look at every picture in every gallery, plus and an opportunity to order prints; and C) WOW did everything required of it.
- 4. The thousands of pictures in the subscription part of this site represent a huge expenditure of my time, energy, effort, skill and money . . . over years. These pictures represent my sustained, dedicated and skilled painstaking

- work product [plus that of other skilled photographers affiliated with WOW]. Consequently, It would be imprudent to allow anyone to see this huge private collection, and then have to give a refund merely because they claim they are *subjectively* dissatisfied or they were mislead, when they were not mislead.
- 5. A claim for a refund based on subjective dissatisfaction shall never trigger any right to a refund.
- 6. Insincere and/or factually non-meritorious refund claims are the bane of an Internet site that offers a visual product for sale, which is what WOW does. Such claims cause havoc for Internet site owners, merchant service providers, credit card companies, and behind-the-scenes banks. To discourage such claims, and to defeat them, WOW's refund policy draws, and enforces, a firm standard: A mere alleged subjective dissatisfaction shall never be the basis for a refund. On the other hand, an objectively proven failure on WOW's part, caused by WOW, to deliver the service that a customer paid for, is a legitimate basis for a refund; however, the customer demanding a refund shall have the burden of proof to prove all of the following before being eligible for any refund: A) WOW, as distinguished from some other key link in the "Internet chain," is responsible for making the WOW site inoperative on the Internet; B) WOW, through its sole gross negligence or willful intent, failed to deliver its product(s) that the customer paid to see, and C) WOW, itself, is solely responsible for at least 15% of the time for the customer's subscription plan that the customer was unable to access the WOW site.

XI. What I Intend to Do to Improve the WOW Site

I have a good faith genuine intent to add to the WOW site new pictures of new models, plus new pictures of many existing models, as fast as possible; however, I am not able to add new pictures daily.

The odds are extremely high I will add 50-400 pictures, or more, per month, *in spurts*, per constraints on my time.

Absent something significant beyond my control, the odds are extremely high I will add, conservatively, 1,000 pictures, annually. *That* is my belief and intent.

I also intend to add pictures that I create of approximately 10-20 new models per year, and hundreds of new pictures—that I already have—of most of the currently featured 85 models.

To the extent other photographers allow me to feature their excellent work I intend to add more pictures of more models, faster.

Since there are variables beyond my control, do *not* count on new pictures being added during your subscription. Instead, make a subscription plan purchase decision based on how the WOW site exists at the time you buy a subscription.

This cautionary note is not a trick so I can weasel out of adding more pictures. Instead, my intent is only to deny an unreasonably constituted customer the ability to successfully claim he is entitled to a refund because they are *subjectively* dissatisfied . . . *for any reason*, e.g., the new pictures are not acceptable, they are added too slowly and/or not in large enough numbers, to please that customer. Claims for a refund for such *subjective* reasons shall *never* entitle anyone to a refund.

The real reason for this policy is to give the credit card companies, the merchant service providers, and the banks behind-the-scenes peace of mind and a higher comfort level, protecting them from unreasonably constituted manipulative disgruntled malcontents who claim to be *subjectively* dissatisfied and demand a refund based on a *non-quantifiable* complaint.

XIi. Bottom Line

- 1. By paying for a WOW subscription plan you irrevocably agree to be bound by these Terms and Conditions.
- 2. Should you fail to read these Terms and Conditions, or should you claim you never read them, you shall, nevertheless, be bound by them because they were posted for you to see and read, on the Subscription Plan page, above, and before, where you select a subscription plan.
- 3. When WOW provides the service you paid for you shall have no right whatsoever to a refund if you are subjectively dissatisfied with your subscription.

XIII. Conclusion

I have done my best to raise you to a high level of informed consent. My conscience is 100% clear.

I pledge my utmost reasonable cooperation to promote your fullest satisfaction. I encourage you to reach out to me for any recommendations or comments—good or awful, especially awful, if any, so I can learn from you and adjust to improve the WOW site for your enjoyment.

If you want me to add more picture of one or more of your favorite models, please contact me, identify the model(s), and I will do my reasonable best to cater to your request.

Kindest regards,

Peter J. Mancus707-703-9210pmancus@comcast.net