



## Terms of Service

For Event Organizers

Effective Date: Wednesday, February 21, 2018

These Terms of Use shall apply to (a) all websites owned and/or operated by The EventsSpace, Inc., a Maryland corporation, including without limitation the website on which these Terms of Use are posted and TheEventsSpace.com's subsidiary and/or affiliate entities whether or not referred to directly as TheEventsSpace.com (collectively, "TheEventsSpace.com"), as well as mobile versions thereof and social networking service pages and applications (collectively, the "Site"), and (b) any and all services available on or through the Site (together with the Site, the "Services"). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use, TheEventsSpace.com's Privacy Policy located at: <https://theeventsspace.com/privacy/> (the "Privacy Policy"), and any other policies, rules or guidelines that may be applicable to Services on the Site ("Additional Terms"), as well as all applicable laws and regulations. TheEventsSpace.com and any and all entities that control, are controlled by, or are affiliated or under common control with TheEventsSpace.com, are collectively referred to herein as "we," "us" or "our." " has You," "your," "Event Organizer," or "Customer" refers to you, a user of the Site, or to the parent or legal guardian (over the age of 18) of a user of the Site if such user is a minor in his or her state of residence. The Effective Date of this agreement shall be today's day, the date you accept these Terms of Use. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. THIS IS A LEGAL CONTRACT FOR SERVICES. If you are not eligible, or do not agree to these Terms of Use, then please do not use the Site or the Services.

These Terms of Use provide that all disputes between you and TheEventsSpace.com will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action. Please review Section 27 below for the details regarding your agreement to arbitrate any disputes with TheEventsSpace.com.

### 1. Services.

TheEventsSpace.com will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, statement of work, quote, pricing form, order form, or similar document (each, a "Schedule"). With the exception of the Fee Schedule which is attached below, each additional Schedule will reference this Agreement or Contract Number (if applicable) and will be governed by and incorporated into this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

### 2. License to Intellectual Property/Promotion.

(a) Retained Rights. TheEventsSpace.com retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.



(b) License Grant. TheEventsSpace.com hereby grants to you a limited, non-exclusive, non-transferable, non-sub licensable license (i) to use the Software and Services solely in accordance with this Agreement and any schedule thereto, and (ii) to display, reproduce, distribute, and transmit in digital form TheEventsSpace.com's name and logo solely for the purposes set forth in this Section 2.

You hereby grant to TheEventsSpace.com a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, logos and other similar materials and rights, in connection with the promotion of your organization or Events.

(c) Customer Obligations. You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TheEventsSpace.com's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by TheEventsSpace.com"). TheEventsSpace.com will be the sole and exclusive provider of registration services similar to the Software and Services provided to Customer hereunder for each Event for which you are using TheEventsSpace.com's Software and Services during the term of this Agreement.

(d) Promotional Materials. You agree to receive notifications regarding free product, promotional items, and giveaways ("Promotional Materials") at your Event(s) or facility(ies), but you may opt not to receive Promotional Materials from TheEventsSpace.com. Registrants of your Events may opt-in to receive Promotional Materials from TheEventsSpace.com; we will be responsible for providing customer service for any such offers.

(e) Customer Compliance. You agree to comply with all applicable laws, rules, and regulations relating to your obligations hereunder. You further agree not to collect any data which could be defined as "Protected Health Information" specifically individually identifiable health information, including demographic data, that relates to (a) the individual's past, present or future physical or mental health or condition, (b) the provision of health care to the individual, or (c) the past, present or future payment for the provision of health care to the individual.

### 3. Information Collection.

TheEventsSpace.com collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You agree to be responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TheEventsSpace.com in writing via electronic mail at [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards. Customer agrees to use information about individuals obtained through the Software only as TheEventsSpace.com is permitted to use such individuals' information under the terms of TheEventsSpace.com's [Privacy Policy](#) as published on its website.

### 4. Fees.

(a) Direct Fees Due to TheEventsSpace.com. Customer agrees to pay the fees as more fully described in each applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TheEventsSpace.com will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TheEventsSpace.com will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule,



less TheEventsSpace.com's service fees as set forth in the applicable Schedule.

TheEventsSpace.com may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. All fees and prices are in United States Dollars unless otherwise specified.

(b) Indirect Fees Due to TheEventsSpace.com. All fees that are not directly collected by TheEventsSpace.com as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TheEventsSpace.com for any fees incurred in its collection efforts. TheEventsSpace.com may suspend or deactivate your account if your account is more than thirty (30) days past due.

(c) Fee Modification. TheEventsSpace.com reserves the right to modify the fees charged, provided that any increase will not exceed twelve and a half percent (12.5%). TheEventsSpace.com shall notify Customer at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

(d) Seller of Record. As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TheEventsSpace.com's net income are excluded. All fees described in the applicable Schedule are in consideration of the Software and Services that TheEventsSpace.com provides. TheEventsSpace.com and Customer acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user. In the event that United States or foreign tax authorities require additional information or documentation, TheEventsSpace.com reserves the right to withhold any and all payments to the Customer until such information or documentation is provided by Customer to the satisfaction of the appropriate requesting entity.

(e) Third Party Beneficiaries. In the event you are entering into these Terms of Use and seeking the Services for the benefit of a third-party event or organization (a "Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

#### 5. Disclaimer of Warranty/Limitation of Liability.

THEEVENTSSPACE.COM EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

THEEVENTSSPACE.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THEEVENTSSPACE.COM'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE OR (B) \$50.



6. Indemnification.

(a) Indemnification, Generally. Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon the Indemnifying Party's violation of any applicable law, rule, or regulation.

(b) Customer Indemnification. You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of this Section 6, reference to TheEventsSpace.com shall also include its officers, directors, employees, agents, suppliers and licensors.

7. Term and Termination. The term of this Agreement shall be the period time from the Effective date of this Agreement until the fifteenth (15th) day after the date of your Event, or if there are multiple Events, then until the fifteenth (15th) day after the date of your last chronologically organized Event. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. Confidential Information.

(a) Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information.

(b) Exceptions. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

9. Subject to Additional Terms

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an event, camp, license, class, ticket, contest, permit, facility/equipment reservation, transaction, sale, membership, reservation, donation, and/or activity for which you are using the Site to organize an event (each, an "Event"), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site or the Services and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

10. Eligibility

By using or attempting to use the Site, you certify that (i) you are at least 18 years of age or, if you are under the age of 18, that your parent has consented to your use of the Site via our consent



mechanism as provided to your parent. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.

## 11. Registration

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with TheEventsSpace.com and select a password and screen name (your "registration"). You are responsible for maintaining the confidentiality of your registration. You shall not (i) select or use as your registration a name of another person with the intent to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene. You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify TheEventsSpace.com in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself to TheEventsSpace.com, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TheEventsSpace.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TheEventsSpace.com may immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) by you in its sole discretion. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your account with us is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com). In the event of any dispute between two or more parties as to account ownership, you agree that TheEventsSpace.com will be the sole arbiter of such dispute in its sole discretion and that TheEventsSpace.com's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

## 12. Code of Conduct

In connection with providing User Content (as defined in Section 17 below) and your use of the Site and Services, you agree that you will not, nor permit anyone else to, indirectly or directly:

- upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- submit information that includes non-public personal or identifying information about another person without that person's explicit consent;
- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- access or attempt to access parts of the Site for which you are not authorized by TheEventsSpace.com, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by TheEventsSpace.com;





- modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- use the Site or Materials for any unlawful purpose;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of TheEventsSpace.com;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- use the Site to harm minors in any way;
- engage in spamming or flooding;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, data bombs, time bombs or other items of a destructive nature;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- remove any copyright, trademark or other proprietary rights notices contained on the Site;
- "stalk" or otherwise harass another;
- link to any page of or content on the Site without written authorization;
- use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site;
- harvest or collect information about Site visitors or members without their express consent;
- take any action that imposes or may impose (in TheEventsSpace.com's sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers') infrastructure;
- share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Site if you are not the original recipient of such passcode or password;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or
- Violate any applicable local, state, national or international law or any regulations having the force of law.

The foregoing actions shall constitute a material breach of these Terms of Use. You acknowledge, consent and agree that TheEventsSpace.com may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of TheEventsSpace.com, its users or the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve (a)



transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You further understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TheEventsSpace.com and/or content providers who provide content to the Site. If you submit any ideas, suggestions, documents, and/or proposals ("Submissions") to TheEventsSpace.com through any of its media, you acknowledge and agree that: (a) your Submissions do not contain confidential or proprietary information; (b) TheEventsSpace.com is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) TheEventsSpace.com shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) TheEventsSpace.com may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of TheEventsSpace.com without any obligation of TheEventsSpace.com to you; and (f) you are not entitled to any compensation or reimbursement of any kind from TheEventsSpace.com under any circumstances.

### 13. Ownership and Restrictions on Use

1. Owned by TheEventsSpace.com. The information and materials provided on or through the Site, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the "Materials") are owned exclusively by TheEventsSpace.com or its licensors, and are intended to educate and inform you about the events and other products and services offered or described on the Site. The Site, including all Site software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and "look and feel" and arrangement of items, is owned and operated by TheEventsSpace.com and will remain the exclusive property of TheEventsSpace.com. You acknowledge that the Site is protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials. You shall not challenge, contest or otherwise impair TheEventsSpace.com's ownership of the Site and the content therein.
2. License.  
Subject to your compliance with these Terms of Use, you may use the Materials solely for use under this Agreement, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sub licensable limited license to use the Site and Materials for the registration and promotion of your Events only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with TheEventsSpace.com. Use of the Site and Materials for any purpose other than as expressly authorized in these Terms of Use is a violation of our copyrights and other proprietary rights, and is strictly prohibited.
3. Trademarks.  
The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks of TheEventsSpace.com and TheEventsSpace.com's advertisers, licensors, suppliers and others. The Trademarks owned by TheEventsSpace.com,



whether registered or unregistered, may not be used in connection with any product or service that is not offered by TheEventsSpace.com, in any manner that is likely to cause confusion with customers, or in any manner that disparages TheEventsSpace.com. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of TheEventsSpace.com, TheEventsSpace.com's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and TheEventsSpace.com will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings. You may make comparative or other nominative fair use of Trademarks owned by TheEventsSpace.com in advertising and promotional materials, and in referring to TheEventsSpace.com's products and services (for example, in a magazine article) without TheEventsSpace.com's permission, provided you follow standard trademark usage practices and provide proper attribution to TheEventsSpace.com. Other uses that are not "fair use" require written permission from TheEventsSpace.com, and absent such express permission, you agree not to use or display the Trademarks owned by TheEventsSpace.com in any manner. Please make such requests by email to [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com); we will evaluate your request as soon as possible.

#### Making Purchases

0. Transactions. If you wish to purchase products or services described on the Site (each, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, payment card and other information. You understand that any such information will be treated by TheEventsSpace.com in the manner described in our [Privacy Policy](#). You agree to pay all charges incurred by you or any users of your account and payment card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. You grant TheEventsSpace.com the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.
1. Additional Restrictions. In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with laws is your responsibility. YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT.
2. Your Representations and Warranties. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, payment card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use payment cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol ("IP") addresses or email addresses.
3. Problematic Transactions. If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your payment card or bank account information, your event registration may be cancelled, we may refuse to honor all pending and future





purchases made on such payment card accounts and/or on any online accounts associated with such payment card accounts, and you may be prohibited from using the Site.

4. Third Party Offerings. Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply TheEventsSpace.com's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to TheEventsSpace.com's acceptance of any order. Price and availability of any product or service are subject to change without notice.

#### Donations

When you make a donation, TheEventsSpace.com receives a fee for the use of our technology without any additional charge to you. Donations collected by TheEventsSpace.com will be sent in regular intervals to the designated charitable organization in accordance with contract and applicable law, less TheEventsSpace.com's fee and processing fees. Any request for a refund must be directed to [tohelpdesk@theeventspace.com](mailto:tohelpdesk@theeventspace.com). Refunds may take up to fifteen (15) business days to process.

#### Information Provided by TheEventsSpace.com

0. No Guarantee. Although TheEventsSpace.com strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site are subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although TheEventsSpace.com endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete.
1. No Endorsement. In addition, portions of the Materials have been contributed to the Site by various artists, sports teams and other persons. The inclusion of such information does not indicate any approval or endorsement thereof, and TheEventsSpace.com expressly disclaims any liability with respect to the foregoing.

#### Forums and User Content

TheEventsSpace.com and its designees may host message boards, blog feeds and other forums found on the Site (collectively, the "Forums"), and you may have the ability to provide or upload to the Site creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively, "User Content"). By sending or transmitting User Content to TheEventsSpace.com, or by posting such User Content to any area of the Site, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE SITE, ON ANY OTHER WEBSITE(S), IN PRINT, RADIO, TELEVISION OR ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN THEEVENTSPACE.COM'S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DISCOVERED, WITHOUT LIMITATION



AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any "moral rights" in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. THEEVENTSPACE.COM IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE. If TheEventsSpace.com does decide, in its sole discretion, to attribute User Content to you, you hereby grant TheEventsSpace.com the right to use your member, or Events name with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member or Events name. For clarity, the foregoing license grant to TheEventsSpace.com does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing. You further acknowledge that TheEventsSpace.com (a) is under no obligation to post, display or otherwise use any User Content, and (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that TheEventsSpace.com receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of TheEventsSpace.com's rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against TheEventsSpace.com or its owners/operators, affiliates, and/or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights and moral rights. Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with TheEventsSpace.com. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate any of the Codes of Conduct, and you hereby completely and irrevocably release and forever discharge us from and waive, any legal or equitable rights or remedies you have or may have against TheEventsSpace.com with respect thereto. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the TheEventsSpace.com community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of TheEventsSpace.com. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site. If notified by a user of User Content that allegedly does not conform to these Terms of Use, TheEventsSpace.com may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content. You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to TheEventsSpace.com under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in



the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms of Use or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests. TheEventsSpace.com reserves the right to delete from the Site any User Content, postings or member names and will cooperate fully with any law enforcement officials and/or agencies in any investigation, up to and including complete and immediate termination of your registration and/or accounts with TheEventsSpace.com. You acknowledge that TheEventsSpace.com may or may not pre-screen User Content, but that TheEventsSpace.com and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the Site. Without limiting the foregoing, TheEventsSpace.com and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by TheEventsSpace.com or submitted to TheEventsSpace.com, including without limitation information in TheEventsSpace.com's message boards and in all other parts of the Site.

#### Digital Millennium Copyright Act

0. DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address: The EventsSpace, Inc. Attention: 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217 mail: [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) Any notice alleging that materials hosted by or distributed through the Site or Services infringe intellectual property rights must include the following information:
  - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
  - a description of the copyrighted work or other intellectual property that you claim has been infringed;
  - a description of the material that you claim is infringing and where it is located on the Service;
  - your address, telephone number, and email address;
  - a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
  - a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
1. Repeat Infringers. TheEventsSpace.com will promptly terminate without notice the accounts of users that are determined by TheEventsSpace.com to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Content removed from the Site or Services more than twice.

#### Links

As a convenience to our members, we may provide links to third-party web sites. If you use these links, you will leave the Site. Your dealings with third parties through links to such third party websites



or applications are solely between you and such third party. Unless otherwise explicitly stated, TheEventsSpace.com is not responsible for the content, goods or services provided on or through such websites, any updates or changes to such sites, for your use or inability to use such sites, or the privacy or other practices of such sites, and the fact that TheEventsSpace.com offers such links does not indicate any approval or endorsement of any material contained on any linked site. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. TheEventsSpace.com expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application. You hereby completely and irrevocably release and forever discharge us from and waive any claim you might have against TheEventsSpace.com with respect to such sites. TheEventsSpace.com and/or third parties may, from time to time, send email messages to you containing advertisements, promotions, etc. pursuant to our [Privacy Policy](#). TheEventsSpace.com makes no representation or warranty with respect to the content of any such email messages or any goods or services which may be obtained from such third parties, and you agree that neither TheEventsSpace.com nor such third party shall have any liability with respect thereto. YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY THEEVENTSPACE.COM, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

#### Access by Minors

TheEventsSpace.com encourages parents to use appropriate parental discretion in determining whether to grant authorization to minor children to access the Site. Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on external websites, two of which include GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that TheEventsSpace.com does not endorse any of the products or services listed at such websites. Our collection and use of personal information submitted to the Service by minors is subject to the terms of the [TheEventsSpace.com/ Privacy Policy](#).

#### Rules for Sweepstakes, Contests and Games

In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. TheEventsSpace.com urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our [Privacy Policy](#) which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

#### Termination

These Terms of Use shall remain effective until terminated. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof.



You agree that any termination of your access to or use of the Site may be effected without prior notice, and that TheEventsSpace.com may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that TheEventsSpace.com shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

#### Suspected Violation of these Terms or Law; Injunctive and Equitable Relief

Violations of these Terms of Use, including unauthorized use of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in TheEventsSpace.com's sole discretion, and without prior notice, TheEventsSpace.com may terminate and block your access to the Site or to TheEventsSpace.com's other services, cancel your event registration, refuse to honor pending and future purchases made from all payment card accounts or online accounts TheEventsSpace.com believes may be associated with you, cancel an event registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized User Content or exercise any other remedy available, if TheEventsSpace.com believes that your conduct or the conduct of any person with whom TheEventsSpace.com believes you act in concert, or the User Content you provide, or any resale of such event registrations purchased through TheEventsSpace.com, violates or is inconsistent with these Terms of Use or the law, or violates the rights of TheEventsSpace.com, a customer of TheEventsSpace.com or another user of the Site. Violating any limitations or terms on the Site, including but not limited to utilizing automated means to process or place event registrations that exceed the stated limit will be deemed to be a material violation of these Terms of Use. YOU AGREE THAT MONETARY DAMAGES MAY NOT PROVIDE A SUFFICIENT REMEDY TO THEEVENTSSPACE.COM FOR VIOLATIONS OF THESE TERMS OF USE AND YOU CONSENT TO INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR SUCH VIOLATIONS. TheEventsSpace.com is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these Terms of Use or any of TheEventsSpace.com's rights. Additionally, TheEventsSpace.com reserves the right, in its sole discretion, to modify, suspend or discontinue any part of this Site at any time, with or without notice to you. TheEventsSpace.com also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to the Site without notice to you. TheEventsSpace.com shall not be liable to you or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

#### Disclaimers; No Warranties

THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THEEVENTSSPACE.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE INFORMATION ON THE SITE OR OTHERWISE IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER THEEVENTSSPACE.COM NOR MEMBERS OF THE SITE, WHILE SUCH MEMBERS ARE PARTICIPATING IN ACTIVITIES ON THE SITE, ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. THEEVENTSSPACE.COM ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL





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#### Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THEEVENTSSPACE.COM NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR



SERVICE PURCHASED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEEVENTSSPACE.COM SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) THE USE OR THE INABILITY TO USE THE SITE, PRODUCTS, SERVICES OR ANY LINKED SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR ANY LINKED SITE; (III) USE BY YOU OF ANY TRAINING PROGRAM OR ANY OTHER PRODUCT PURCHASED THROUGH THEEVENTSSPACE.COM; (IV) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY THEEVENTSSPACE.COM; (V) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THEEVENTSSPACE.COM; (VI) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (VII) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR ANY LINKED SITE; (VIII) ANY FAILURE OF ANOTHER USER TO THE SITE TO CONFORM TO THE CODE OF CONDUCT; (IX) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (X) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (XI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE; (XII) ANY FAILURE OF AN EVENT ORGANIZER TO HONOR A REGISTRATION OR REFUND A REGISTRATION FEE; (XIII) THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED ON THE SITE; (XIV) THE TRUTH OR ACCURACY OF ANY CONTENT OR EVENT LISTINGS ON THE SITE; AND/OR (XV) ANY OTHER MATTER RELATING TO THE SITE, OR THEEVENTSSPACE.COM PRODUCTS OR SERVICES. THE MAXIMUM TOTAL AGGREGATE LIABILITY OF THEEVENTSSPACE.COM, ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS AND SPONSORS, AND ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT OF MONIES RECEIVED BY THEEVENTSSPACE.COM FROM YOU OR \$100 USD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### Indemnification

0. You agree to indemnify, defend and hold TheEventsSpace.com and its affiliates, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; (b) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of



any third party; (c) your activities in connection with the Site; and/or (d) termination of your access to the Site.

1. Method of Asserting Claims. All Claims for indemnification by TheEventsSPace.com will be resolved as follows:

(a) If any Claim is asserted against or sought to be collected from TheEventsSPace.com by a third party, TheEventsSpace.com shall promptly notify You of the Claim in writing, in reasonable detail (the "Claim Notice"). Your obligation to indemnify TheEventsSpace.com is not conditioned on TheEventsSPace.com's giving the Claim Notice unless the failure to give the Claim Notice prejudiced you in its defense of the Claim.

(b) You have 15 calendar days after the mailing of the Claim Notice (the "Notice Period") to notify TheEventsSpace.com (i) whether you dispute its liability to TheEventsSpace.com with respect to the Claim; and (ii) whether you desire, at your sole cost and expense, to defend TheEventsSpace.com against the Claim. During the Notice Period, TheEventsSpace.com may file any motion, answer, or other pleading that it deems necessary or appropriate to protect its interests or your interests and that is not prejudicial to you.

(c) If you notify TheEventsSpace.com within the Notice Period that you desire to defend TheEventsSpace.com against the Claim, you have the right to defend the Claim by all appropriate proceedings. TheEventsSpace.com may retain separate counsel to monitor or participate in, but not control any defense or settlement. TheEventsSpace.com must cooperate with you and its counsel in defending against the Claim. No Claim may be settled without your consent, which will not be unreasonably withheld or delayed.

(d) If you fail to defend or indemnify TheEventsSpace.com after TheEventsSpace.com gives the Claim Notice, TheEventsSpace.com may, but is not under any obligation to, in addition to all other rights that TheEventsSpace.com may have, undertake the defense of, or to compromise or settle, the Claim for the account of and at the risk of you.

(e) You shall reimburse TheEventsSpace.com for its reasonable attorney fees, accounting fees, expert witness fees, costs, and expenses (including TheEventsSpace.com's fees, costs, and expenses incurred by monitoring, participating in, or cooperating with any action, compromise, or settlement) within 30 calendar days after Your receipt of a statement of such fees, costs, and expenses. If the Claim cannot be defended solely by TheEventsSPace.com, You shall provide, at no cost or expense to TheEventsSpace.com, all information and assistance that TheEventsSpace.com may reasonably request.

#### Arbitration Agreement; No Class Action

0. Generally. In the interest of resolving disputes between you and TheEventsSpace.com in the most expedient and cost effective manner, you and TheEventsSpace.com agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THEEVENTSPACE.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
1. Exceptions. Notwithstanding subsection 27.1, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such



actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

2. **Arbitrator.** Any arbitration between you and TheEventsSpace.com will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting TheEventsSpace.com at [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) or Toll-free: 1.800.380.9123.
3. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). TheEventsSpace.com's address for Notice is: The EventsSPace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or TheEventsSpace.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or TheEventsSpace.com shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, TheEventsSpace.com shall pay you (i) the amount awarded by the arbitrator, if any, or (ii) \$100.00, whichever is greater. If the amount awarded by the arbitrator is less than the last written settlement amount offered by TheEventsSpace.com in settlement of the dispute prior to the arbitrator's award then you agree that you shall not recover reasonable attorney's fees, if such are recoverable.
4. **Fees.**  
In the event that you commence arbitration in accordance with these Terms, TheEventsSpace.com will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Baltimore, Maryland, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse TheEventsSpace.com for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. **No Class Actions.** YOU AND THEEVENTSSPACE.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TheEventsSpace.com agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.



6. Modifications.

In the event that TheEventsSpace.com makes any future change to this arbitration provision (other than a change to TheEventsSpace.com's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to TheEventsSpace.com's address for Notice, in which case your account with TheEventsSpace.com shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

7. Enforceability.

If Subsection 27.6 is found to be unenforceable or if the entirety of this Section 27 is found to be unenforceable, then the entirety of this Section 27 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 29 shall govern any action arising out of or related to these Terms.

Connectivity; Mobile Use

Normal carrier charges and taxes may apply to any Materials you access from the Site. TheEventsSpace.com is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Site. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Site or Services. In the event you change or deactivate your mobile telephone number, you agree that you will (i) notify us in writing of such change or deactivation of your mobile telephone number and (ii) update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

Applicable Law

You and TheEventsSpace.com agree that the statutes and laws of the State of Maryland, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site and Services. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. We operate the Service from our offices in Maryland, and we make no representation that Materials included in the Service are appropriate or available for use in other locations. The exclusive jurisdiction and venue of any action arising out of or related to the Site, the Services, or these Terms of Use will be either the state or federal courts in Baltimore, Maryland, and you agree and submit to the personal and exclusive jurisdiction and venue of these courts.

U.S. Export Controls

This Site and software derived from this Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Site or any software derived therefrom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Privacy

We believe that your privacy and the privacy of all our users are important. These Terms of Use are subject to the [Privacy Policy](#), which is hereby incorporated by reference. Please carefully review our [Privacy Policy](#). By using the Site, you acknowledge that you have read, and you agree to be bound by the terms of our [Privacy Policy](#).





#### Questions and Complaints

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at: [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) or by writing at the The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217. Under Maryland Civil Code Section 1789.3, Maryland Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the Maryland Department of Consumer Affairs may be contacted in writing at 200 St. Paul Street, Baltimore, MD 21202. Tel. 1.410.576.6300 or contact The EventsSpace, Inc., Toll-Free: 1.800.380.9123.

#### Notice

TheEventsSpace.com may provide you with notices, including those regarding breaches of security, by email, regular mail or postings on the Site. All notices from you to TheEventsSpace.com must be sent to The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217 or [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) and such notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

#### Miscellaneous

0. Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Service Provider, except that Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. TheEventsSpace.com may assign this Agreement in whole or part. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns
1. Survival. Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.
2. Authority. You represent to TheEventsSpace.com that you have the authority to register with TheEventsSpace.com according to these Terms of Use.
3. Waiver. The failure of TheEventsSpace.com to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
4. Headings. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.
5. Notices. TheEventsSpace.com may provide you with notices, including those regarding changes to these Terms of Use and notices regarding breaches of security, by email, regular mail or postings on the Site. By using the Site or Services, you consent to receiving certain electronic communications from us as further described in our [Privacy Policy](#). Please read our [Privacy Policy](#) to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Any notices required to be given to TheEventsSpace.com under this Agreement by regular mail shall be in writing sent to the address set forth to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.
6. No Third Party Beneficiaries. Except for certain TheEventsSpace.com licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.
7. Severability. If any provision of these Terms of Use is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Use (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision



shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Use shall be deemed amended accordingly.

8. International Use. The Service is hosted in and operated from the United States. If you choose to use the Service from the European Union or other regions of the world with laws that may differ from U.S. law, then please note that you are using a service governed by U.S. law and are transferring your Personal Information outside of those regions to the United States for storage and processing.
9. Different Versions. We may translate these Terms of Use, our [Privacy Policy](#) or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Site and in the event of any conflict between the English language version and a translated version, the English language version will control. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
10. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.
11. Survival. Sections 2, 3, 5, 6, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.
12. Force Majeure. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.
13. Government Regulations. Customer shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.
14. Relationship of Parties. TheEventsSpace.com and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between TheEventsSpace.com and Customer. Neither TheEventsSpace.com nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
15. Notice of Customer's Refund Policy. Customer agrees to clearly communicate, and make freely available to the public, Customer's refund policy. Customer will make diligent efforts to insure that the information is updated, accurate and easily accessible and discoverable online to all interested individuals, registrants, and users.
16. Marketing Cooperation. Customer agrees to use reasonable and diligent efforts in cooperation with TheEventsSpace.com's continued branding and marketing efforts which may include, but is not limited to, being available and contributing to the research of a limited case study and/or white paper regarding your business and the relationship with TheEventsSpace.com, providing quotable material for print advertisements and joint press releases (subject to mutual approval prior to publication), and cooperating with any third party client endorsements. In addition, Customer hereby grants a non-exclusive license to TheEventsSpace.com for the limited-use of Customer's corporate logo(s) and name in TheEventsSpace.com marketing and promotional materials during the period of this Agreement.

#### FEE SCHEDULE

For more details on our fee schedule, please view our [pricing page](#).



For Ticket Buyers

Effective Date: Wednesday, February 21, 2018

These Terms of Use shall apply to (a) all websites owned and/or operated by TheEventsSpace.com, Inc., a Maryland corporation, including without limitation the website on which these Terms of Use are posted and TheEventsSpace.com's subsidiary and/or affiliate entities whether or not referred to directly as TheEventsSpace.com (collectively, "TheEventsSpace.com"), as well as mobile versions thereof and social networking service pages and applications (collectively, the "Site"), and (b) any and all services available on or through the Site (together with the Site, the "Services"). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use, TheEventsSpace.com's Privacy Policy located

at: <https://more.theeventsspace.com/privacy.html> (the "Privacy Policy"), and any other policies, rules or guidelines that may be applicable to Services on the Site ("Additional Terms"), as well as all applicable laws and regulations. TheEventsSpace.com and any and all entities that control, are controlled by, or are affiliated or under common control with TheEventsSpace.com, are collectively referred to herein as "we," "us" or "our." "You," "your," "Event Registrant," or "Customer" refers to you, a user of the Site, or to the parent or legal guardian (over the age of 18) of a user of the Site if such user is a minor in his or her state of residence. The Effective Date of this agreement shall be today's day, the date You accept these Terms of Use. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you are not eligible, or do not agree to these Terms of Use, then please do not use the Site or the Services.

These Terms of Use provide that all disputes between you and TheEventsSpace.com will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action. Please review Section 20 below for the details regarding your agreement to arbitrate any disputes with TheEventsSpace.com.

1. Subject to Additional Terms

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an event, camp, license, class, ticket, contest, permit, facility/equipment reservation, transaction, sale, membership, reservation, donation, and/or activity for which you are using the Site to register or purchase (each, an "Event"), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site or the Services and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

2. Eligibility

By using or attempting to use the Site, you certify that (i) you are at least 18 years of age or, if you are under the age of 18, that your parent has consented to your use of the Site via our consent mechanism as provided to your parent. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.

3. Registration

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with TheEventsSpace.com and select a password and screen name (your "registration"). You are responsible for maintaining the confidentiality of your registration. You shall not (i) select or use as your registration a name of another person with the intent



to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene. You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify TheEventsSpace.com in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself to TheEventsSpace.com, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TheEventsSpace.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TheEventsSpace.com may immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) by you in its sole discretion. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your account with us is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at [helpdesk@theeventspace.com](mailto:helpdesk@theeventspace.com). In the event of any dispute between two or more parties as to account ownership, you agree that TheEventsSpace.com will be the sole arbiter of such dispute in its sole discretion and that TheEventsSpace.com's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

#### 4. Code of Conduct

In connection with providing User Content (as defined in Section 10 below) and your use of the Site and Services, you agree that you will not, nor permit anyone else to, indirectly or directly:

- upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- submit information that includes non-public personal or identifying information about another person without that person's explicit consent;
- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- access or attempt to access parts of the Site for which you are not authorized by TheEventsSpace.com, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by TheEventsSpace.com;
- modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- use the Site or Materials for any unlawful purpose;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of TheEventsSpace.com;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any



advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

- use the Site to harm minors in any way;
- engage in spamming or flooding;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, data bombs, time bombs or other items of a destructive nature;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- remove any copyright, trademark or other proprietary rights notices contained on the Site;
- “stalk” or otherwise harass another;
- link to any page of or content on the Site without written authorization;
- use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site;
- harvest or collect information about Site visitors or members without their express consent;
- take any action that imposes or may impose (in TheEventsSpace.com’s sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers’) infrastructure;
- share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Site if you are not the original recipient of such passcode or password;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or
- Violate any applicable local, state, national or international law or any regulations having the force of law.

The foregoing actions shall constitute a material breach of these Terms of Use. You acknowledge, consent and agree that TheEventsSpace.com may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of TheEventsSpace.com, its users or the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You further understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TheEventsSpace.com and/or content providers who provide content to the Site. If you submit any ideas, suggestions, documents, and/or proposals (“Submissions”) to TheEventsSpace.com through any of its media, you acknowledge and agree that: (a) your Submissions do not contain confidential or proprietary information; (b) TheEventsSpace.com is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) TheEventsSpace.com shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) TheEventsSpace.com may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of TheEventsSpace.com without any obligation





of TheEventsSpace.com to you; and (f) you are not entitled to any compensation or reimbursement of any kind from TheEventsSpace.com under any circumstances.

5. Ownership and Restrictions on Use

1. Owned by TheEventsSpace.com. The information and materials provided on or through the Site, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the "Materials") are owned exclusively by TheEventsSpace.com or its licensors, and are intended to educate and inform you about the events and other products and services offered or described on the Site. The Site, including all Site software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and "look and feel" and arrangement of items, is owned and operated by TheEventsSpace.com and will remain the exclusive property of TheEventsSpace.com. You acknowledge that the Site is protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials. You shall not challenge, contest or otherwise impair TheEventsSpace.com's ownership of the Site and the content therein.
2. License. Subject to your compliance with these Terms of Use, you may use the Materials solely for your personal, non-commercial use, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable limited license to use the Site and Materials for your personal, non-commercial use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with TheEventsSpace.com. Use of the Site and Materials for any purpose other than as expressly authorized in these Terms of Use is a violation of our copyrights and other proprietary rights, and is strictly prohibited.
3. Trademarks. The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks of TheEventsSpace.com and TheEventsSpace.com's advertisers, licensors, suppliers and others. The Trademarks owned by TheEventsSpace.com, whether registered or unregistered, may not be used in connection with any product or service that is not offered by TheEventsSpace.com, in any manner that is likely to cause confusion with customers, or in any manner that disparages TheEventsSpace.com. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of TheEventsSpace.com, TheEventsSpace.com's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and TheEventsSpace.com will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings. You may make comparative or other nominative fair use of Trademarks owned by TheEventsSpace.com in advertising and promotional materials, and in referring to TheEventsSpace.com's products and services (for example, in a magazine article) without TheEventsSpace.com's permission, provided you follow standard trademark usage practices and provide proper attribution to TheEventsSpace.com. Other uses that are not "fair use" require written permission from TheEventsSpace.com, and absent such express permission, you agree not to use or display the Trademarks owned by TheEventsSpace.com in any manner. Please make such requests by email to [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com); we will evaluate your request as soon as possible.

Making Purchases



0. Transactions. If you wish to purchase products or services or register for an Event described on the Site (each, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, payment card and other information. You understand that any such information will be treated by TheEventsSpace.com in the manner described in our Privacy Policy. You agree to pay all charges incurred by you or any users of your account and payment card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. You grant TheEventsSpace.com the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.
1. Additional Restrictions. In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with laws is your responsibility. YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT.
2. Your Representations and Warranties. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, payment card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use payment cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol ("IP") addresses or email addresses.
3. Problematic Transactions. If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your payment card or bank account information, your event registration may be cancelled, we may refuse to honor all pending and future purchases made on such payment card accounts and/or on any online accounts associated with such payment card accounts, and you may be prohibited from using the Site.
4. Third Party Offerings. Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply TheEventsSpace.com's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to TheEventsSpace.com's acceptance of any order. Price and availability of any product or service are subject to change without notice.

#### Charges and Billing

0. Fees may be required. TheEventsSpace.com may require payment of access fees in connection with the Site and Services. Payment processing services for You on TheEventsSpace.com are provided by our payment processing service provider Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms of Use or continuing to operate as a User on TheEventsSpace.com, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TheEventsSpace.com enabling payment processing services through Stripe, you agree to provide TheEventsSpace.com accurate and complete information about you and your business, and you authorize TheEventsSpace.com to share it and transaction information related



to your use of the payment processing services provided by Stripe. All fees shall be paid in U.S. dollars.

1. **Changes in Fees.** TheEventsSpace.com reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which TheEventsSpace.com does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after TheEventsSpace.com posts such modification on the Site. TheEventsSpace.com also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel your account or any associated optional or upgraded services therefore at any time, but TheEventsSpace.com will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.
2. **Payment.** You agree to pay your account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your Transaction or use of the Service. Amounts not paid by you to TheEventsSpace.com when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorneys' and collection fees, that TheEventsSpace.com may incur in its efforts to collect any remaining balances due from you. These Terms of Use shall in no way limit any other remedies available to TheEventsSpace.com. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify TheEventsSpace.com of any billing problems or discrepancies within sixty (60) days after they first appear on your payment card account statement. If you do not notify TheEventsSpace.com within sixty (60) days, you waive any right to dispute such problems or discrepancies.
3. **Third Party Sellers.** Parties other than TheEventsSpace.com provide services, or sell products or access to their Events on the Site. You may order services or merchandise through the Site from other persons not affiliated with TheEventsSpace.com ("Seller"). All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. TheEventsSpace.com makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider TheEventsSpace.com, nor will TheEventsSpace.com be construed as, a party to such transactions, whether or not TheEventsSpace.com may have received some form of revenue or other remuneration in connection with the transaction. You agree that TheEventsSpace.com will not be liable for any costs or damages arising out of such transactions, either directly or indirectly. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals. TheEventsSpace.com does not assume any responsibility or liability for the actions, product or content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. It is the responsibility of the Event organizer to communicate its refund policy to you and to issue refunds to you via the Site or otherwise. You understand and agree that Event organizers reserve the right to cancel Events for various reasons, including, without limitation, in the event of weather events (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Event organizer. If you want to request a refund, you must request the refund directly from the Event organizer. To the extent that an Event is cancelled or does not meet your expectations for any reason, you must contact the Event organizer and your sole and exclusive remedy with respect to the Event is with the Event organizer and not with TheEventsSpace.com. All communications or disputes regarding refunds are between the Event



organizer and you. TheEventsSpace.com will not be responsible or liable in any way for refunds, errors in issuing refunds or lack of refunds in connection with an Event. In addition, TheEventsSpace.com is not responsible for the truth or accuracy of any listings by Event organizers or the ability of any Event organizer to perform, hold an Event, or complete a transaction. Notwithstanding the foregoing, you may report the misconduct of Event organizers and/or third parties in connection with the Site or any Services to us, and we, in our sole discretion, may investigate the claim and take action.

#### Donations

when you make a donation, TheEventsSpace.com receives a fee for the use of our technology without any additional charge to you. Donations collected by TheEventsSpace.com will be sent in regular intervals to the designated charitable organization in accordance with contract and applicable law, less TheEventsSpace.com's fee. Any refunds shall be exclusively and directly handled by the designated charitable organization. TheEventsSpace.com shall not be responsible for processing or making any refunds.

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#### Digital Millennium Copyright Act

0. DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address: TheEventsSpace.com, Inc., 10955 Vista Sorrento Parkway Suite 100, San Diego, CA 92130. E-mail: [help@TheEventsSpace.com](mailto:help@TheEventsSpace.com) Any notice alleging that materials hosted by or distributed through the Site or Services infringe intellectual property rights must include the following information:
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  - a description of the copyrighted work or other intellectual property that you claim has been infringed;
  - a description of the material that you claim is infringing and where it is located on the Service;
  - your address, telephone number, and email address;
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  - A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
1. Repeat Infringers. TheEventsSpace.com will promptly terminate without notice the accounts of users that are determined by TheEventsSpace.com to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Content removed from the Site or Services more than twice.

#### Links

As a convenience to our members, we may provide links to third-party web sites. If you use these links, you will leave the Site. Your dealings with third parties through links to such third party websites or applications are solely between you and such third party. Unless otherwise explicitly stated, TheEventsSpace.com is not responsible for the content, goods or services provided on or through such websites, any updates or changes to such sites, for your use or inability to use such sites, or the privacy or other practices of such sites, and the fact that TheEventsSpace.com offers such links does not indicate any approval or endorsement of any material contained on any linked site. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. TheEventsSpace.com expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application. You hereby completely and



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#### Access by Minors

TheEventsSpace.com encourages parents to use appropriate parental discretion in determining whether to grant authorization to minor children to access the Site. Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on external websites, two of which include GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that TheEventsSpace.com does not endorse any of the products or services listed at such websites. Our collection and use of personal information submitted to the Service by minors is subject to the terms of the TheEventsSpace.com Privacy Policy.

#### Rules for Sweepstakes, Contests and Games

In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. TheEventsSpace.com urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

#### Termination

These Terms of Use shall remain effective until terminated. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that TheEventsSpace.com may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that TheEventsSpace.com shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

#### Suspected Violation of these Terms or Law; Injunctive and Equitable Relief

Violations of these Terms of Use, including unauthorized use of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in TheEventsSpace.com's sole discretion, and without prior notice, TheEventsSpace.com may terminate and block your access to the Site or to TheEventsSpace.com's other services, cancel your event registration, refuse to honor pending and future purchases made



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#### Indemnification

0. You agree to indemnify, defend and hold TheEventsSpace.com and its affiliates, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; (b) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (c) your activities in connection with the Site; and/or (d) termination of your access to the Site.
1. Method of Asserting Claims. All Claims for indemnification by TheEventsSpace.com will be resolved as follows:
  - (a) If any Claim is asserted against or sought to be collected from TheEventsSpace.com by a third party, TheEventsSpace.com shall promptly notify You of the Claim in writing, in reasonable detail (the "Claim Notice"). Your obligation to indemnify TheEventsSpace.com is not conditioned on TheEventsSpace.com's giving the Claim Notice unless the failure to give the Claim Notice prejudiced You in its defense of the Claim.
  - (b) You have 15 calendar days after the mailing of the Claim Notice (the "Notice Period") to notify TheEventsSpace.com (i) whether You dispute its liability to TheEventsSpace.com with respect to the Claim; and (ii) whether You desire, at your sole cost and expense, to defend TheEventsSpace.com against the Claim. During the Notice Period, TheEventsSpace.com may file any motion, answer, or other pleading that it deems necessary or appropriate to protect its interests or Your interests and that is not prejudicial to You.
  - (c) If You notify TheEventsSpace.com within the Notice Period that You desire to defend TheEventsSpace.com against the Claim, You have the right to defend the Claim by all appropriate





proceedings. TheEventsSpace.com may retain separate counsel to monitor or participate in, but not control, any defense or settlement. TheEventsSpace.com must cooperate with You and its counsel in defending against the Claim. No Claim may be settled without Your consent, which will not be unreasonably withheld or delayed.

(d) If You fail to defend or indemnify TheEventsSpace.com after TheEventsSpace.com gives the Claim Notice, TheEventsSpace.com may, but is not under any obligation to, in addition to all other rights that TheEventsSpace.com may have, undertake the defense of, or to compromise or settle, the Claim for the account of and at the risk of You.

(e) You shall reimburse TheEventsSpace.com for its reasonable attorney fees, accounting fees, expert witness fees, costs, and expenses (including TheEventsSpace.com's fees, costs, and expenses incurred by monitoring, participating in, or cooperating with any action, compromise, or settlement) within 30 calendar days after Your receipt of a statement of such fees, costs, and expenses. If the Claim cannot be defended solely by TheEventsSpace.com, You shall provide, at no cost or expense to TheEventsSpace.com, all information and assistance that TheEventsSpace.com may reasonably request.

#### Arbitration Agreement; No Class Action

0. Generally. In the interest of resolving disputes between you and TheEventsSpace.com in the most expedient and cost effective manner, you and TheEventsSpace.com agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THEEVENTSPACE.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
1. Exceptions. Notwithstanding subsection 20.1, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
2. Arbitrator. Any arbitration between you and TheEventsSpace.com will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting TheEventsSpace.com.
3. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). TheEventsSpace.com's address for Notice is: TheEventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore MD 21217. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or TheEventsSpace.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or TheEventsSpace.com shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, TheEventsSpace.com shall pay you (i) the amount awarded by the arbitrator, if any, or



(ii) \$100.00, whichever is greater. If the amount awarded by the arbitrator is less than the last written settlement amount offered by TheEventsSpace.com in settlement of the dispute prior to the arbitrator's award then you agree that you shall not recover reasonable attorney's fees, if such are recoverable.

4. Fees. In the event that you commence arbitration in accordance with these Terms, TheEventsSpace.com will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Diego County, Maryland, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse TheEventsSpace.com for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. No Class Actions. YOU AND THEEVENTSPACE.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TheEventsSpace.com agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
6. Modifications. In the event that TheEventsSpace.com makes any future change to this arbitration provision (other than a change to TheEventsSpace.com's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to TheEventsSpace.com's address for Notice, in which case your account with TheEventsSpace.com shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
7. Enforceability. If Subsection 20.6 is found to be unenforceable or if the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section 20 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 22 shall govern any action arising out of or related to these Terms.

#### Connectivity; Mobile Use

Normal carrier charges and taxes may apply to any Materials you access from the Site.

TheEventsSpace.com is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Site. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Site or Services. In the event you change or deactivate your mobile telephone number, you agree that you will (i) notify us in writing of such change or deactivation of your mobile telephone number and (ii) update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

#### Applicable Law

You and TheEventsSpace.com agree that the statutes and laws of the State of Maryland, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site and



Services. We operate the Service from our offices in Maryland, and we make no representation that Materials included in the Service are appropriate or available for use in other locations. The exclusive jurisdiction and venue of any action arising out of or related to the Site, the Services, or these Terms of Use will be either the state or federal courts in San Diego County, Maryland, and you agree and submit to the personal and exclusive jurisdiction and venue of these courts.

#### U.S. Export Controls

This Site and software derived from this Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Site or any software derived therefrom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### Privacy

0. Generally. We believe that your privacy and the privacy of all our users are important. These Terms of Use are subject to the Privacy Policy, which is hereby incorporated by reference. Please carefully review our Privacy Policy. By using the Site, you acknowledge that you have read, and you agree to be bound by the terms of our Privacy Policy.
1. Event Participation. By registering for and participating in an Event, you understand and agree that your activity, participation, or attendance at such event, your image or likeness, or other results may be posted online by the Event organizer. If you would prefer that your results, or your image or likeness, not be posted or be taken down, you must contact the organizer of the Event directly, and TheEventsSpace.com is not responsible for the posting or removal of such information. TheEventsSpace.com will not be responsible or otherwise liable for any use or disclosure of your contact information, or financial information, by a third party to whom TheEventsSpace.com is allowed to disclose your contact information under the Privacy Policy.

#### Questions and Complaints

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at: [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) or by writing at The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217. Under Maryland Civil Code Section 1789.3, Maryland Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Department of Consumer Services of the Maryland Department of Consumer Affairs may be contacted in writing at 200 St. Paul Street, Baltimore, MD 21202. Tel: 410.576.6300 or contact The EventsSpace, Inc., Toll-Free: 1.800.380.9123.

#### Notice

TheEventsSpace.com may provide you with notices, including those regarding breaches of security, by email, regular mail or postings on the Site. All notices from you to TheEventsSpace.com must be sent to The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217 or [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) and such notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

#### Miscellaneous

0. Assignment. TheEventsSpace.com may assign its rights and obligations under these Terms of Use and upon such assignment, TheEventsSpace.com may be relieved of any further obligation hereunder. You may not assign any of your rights or obligations under these Terms of Use. Any assignment in violation of these terms is void.
1. Survival. Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.



2. Authority. You represent to TheEventsSpace.com that you have the authority to register with TheEventsSpace.com according to these Terms of Use.
3. Waiver. The failure of TheEventsSpace.com to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
4. Headings. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.
5. Electronic Notices. TheEventsSpace.com may provide you with notices, including those regarding changes to these Terms of Use and notices regarding breaches of security, by email, regular mail or postings on the Site. By using the Site or Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
6. No Third Party Beneficiaries. Except for certain TheEventsSpace.com licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.
7. Severability. If any provision of these Terms of Use is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Use (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Use shall be deemed amended accordingly.
8. International Use. The Service is hosted in and operated from the United States. If you choose to use the Service from the European Union or other regions of the world with laws that may differ from U.S. law, then please note that you are using a service governed by U.S. law and are transferring your Personal Information outside of those regions to the United States for storage and processing.
9. Different Versions. We may translate these Terms of Use, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Site and in the event of any conflict between the English language version and a translated version, the English language version will control. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

For Ticket Buyers

Effective Date: Tue Jun 16 2015

These Terms of Use shall apply to (a) all websites owned and/or operated by TheEventsSpace.com, Inc., a Maryland corporation, including without limitation the website on which these Terms of Use are posted and TheEventsSpace.com's subsidiary and/or affiliate entities whether or not referred to directly as TheEventsSpace.com (collectively, "TheEventsSpace.com"), as well as mobile versions



thereof and social networking service pages and applications (collectively, the "Site"), and (b) any and all services available on or through the Site (together with the Site, the "Services"). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use, TheEventsSpace.com's Privacy Policy located at:

<https://more.theeventsspace.com/privacy.html> (the "Privacy Policy"), and any other policies, rules or guidelines that may be applicable to Services on the Site ("Additional Terms"), as well as all applicable laws and regulations. TheEventsSpace.com and any and all entities that control, are controlled by, or are affiliated or under common control with TheEventsSpace.com, are collectively referred to herein as "we," "us" or "our." "You," "your," "Event Registrant," or "Customer" refers to you, a user of the Site, or to the parent or legal guardian (over the age of 18) of a user of the Site if such user is a minor in his or her state of residence. The Effective Date of this agreement shall be today's day, the date you accept the Terms of Use. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you are not eligible, or do not agree to these Terms of Use, then please do not use the Site or the Services.

These Terms of Use provide that all disputes between you and TheEventsSpace.com will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action. Please review Section 20 below for the details regarding your agreement to arbitrate any disputes with TheEventsSpace.com.

#### Subject to Additional Terms

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an event, camp, license, class, ticket, contest, permit, facility/equipment reservation, transaction, sale, membership, reservation, donation, and/or activity for which you are using the Site to register or purchase (each, an "Event"), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site or the Services and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

#### Eligibility

By using or attempting to use the Site, you certify that (i) you are at least 18 years of age or, if you are under the age of 18, that your parent has consented to your use of the Site via our consent mechanism as provided to your parent. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.

#### Registration

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with TheEventsSpace.com and select a password and screen name (your "registration"). You are responsible for maintaining the confidentiality of your registration. You shall not (i) select or use as your registration a name of another person with the intent to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene. You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify TheEventsSpace.com in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself to TheEventsSpace.com, and (ii) maintain and promptly update your registration information to keep it





true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TheEventsSpace.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TheEventsSpace.com may immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) by you in its sole discretion. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your account with us is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com). In the event of any dispute between two or more parties as to account ownership, you agree that TheEventsSpace.com will be the sole arbiter of such dispute in its sole discretion and that TheEventsSpace.com's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

#### Code of Conduct

In connection with providing User Content (as defined in Section 10 below) and your use of the Site and Services, you agree that you will not, nor permit anyone else to, indirectly or directly:

upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Submit information that includes non-public personal or identifying information about another person without that person's explicit consent;

upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;

access or attempt to access parts of the Site for which you are not authorized by

TheEventsSpace.com, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by TheEventsSpace.com;

Modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;

Use the Site or Materials for any unlawful purpose;

Express or imply that any statements you make are endorsed by us, without our prior written consent;

Impersonate any person or entity, whether actual or fictitious, including any employee or representative of TheEventsSpace.com;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;

transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

Use the Site to harm minors in any way;

Engage in spamming or flooding;

transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;



modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;

Remove any copyright, trademark or other proprietary rights notices contained on the Site;

"Stalk" or otherwise harass another;

Link to any page of or content on the Site without written authorization;

use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site;

Harvest or collect information about Site visitors or members without their express consent;

Take any action that imposes or may impose (in TheEventsSpace.com's sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers') infrastructure;

Share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Site if you are not the original recipient of such passcode or password;

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or

Violate any applicable local, state, national or international law or any regulations having the force of law.

The foregoing actions shall constitute a material breach of these Terms of Use. You acknowledge, consent and agree that TheEventsSpace.com may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of TheEventsSpace.com, its users or the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You further understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TheEventsSpace.com and/or content providers who provide content to the Site. If you submit any ideas, suggestions, documents, and/or proposals ("Submissions") to TheEventsSpace.com through any of its media, you acknowledge and agree that: (a) your Submissions do not contain confidential or proprietary information; (b) TheEventsSpace.com is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) TheEventsSpace.com shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) TheEventsSpace.com may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of TheEventsSpace.com without any obligation of TheEventsSpace.com to you; and (f) you are not entitled to any compensation or reimbursement of any kind from TheEventsSpace.com under any circumstances.

#### Ownership and Restrictions on Use

Owned by TheEventsSpace.com. The information and materials provided on or through the Site, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and



video clips, logos, icons and links (collectively, the “Materials”) are owned exclusively by TheEventsSpace.com or its licensors, and are intended to educate and inform you about the events and other products and services offered or described on the Site. The Site, including all Site software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and “look and feel” and arrangement of items, is owned and operated by TheEventsSpace.com and will remain the exclusive property of TheEventsSpace.com. You acknowledge that the Site is protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials. You shall not challenge, contest or otherwise impair TheEventsSpace.com’s ownership of the Site and the content therein.

**License.** Subject to your compliance with these Terms of Use, you may use the Materials solely for your personal, non-commercial use, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sub licensable limited license to use the Site and Materials for your personal, non-commercial use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with TheEventsSpace.com. Use of the Site and Materials for any purpose other than as expressly authorized in these Terms of Use is a violation of our copyrights and other proprietary rights, and is strictly prohibited.

**Trademarks.** The trademarks, logos, and service marks displayed on the Site (collectively the “Trademarks”) are the registered and unregistered trademarks of TheEventsSpace.com and TheEventsSpace.com’s advertisers, licensors, suppliers and others. The Trademarks owned by TheEventsSpace.com, whether registered or unregistered, may not be used in connection with any product or service that is not offered by TheEventsSpace.com, in any manner that is likely to cause confusion with customers, or in any manner that disparages TheEventsSpace.com. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of TheEventsSpace.com, TheEventsSpace.com’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and TheEventsSpace.com will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings. You may make comparative or other nominative fair use of Trademarks owned by TheEventsSpace.com in advertising and promotional materials, and in referring to TheEventsSpace.com’s products and services (for example, in a magazine article) without TheEventsSpace.com’s permission, provided you follow standard trademark usage practices and provide proper attribution to TheEventsSpace.com. Other uses that are not “fair use” require written permission from TheEventsSpace.com, and absent such express permission, you agree not to use or display the Trademarks owned by TheEventsSpace.com in any manner. Please make such requests by email to [help@TheEventsSpace.com](mailto:help@TheEventsSpace.com); we will evaluate your request as soon as possible.

#### **Making Purchases**

**Transactions.** If you wish to purchase products or services or register for an Event described on the Site (each, a “Transaction”), you will be asked to supply certain information applicable to your Transaction, including, without limitation, payment card and other information. You understand that any such information will be treated by TheEventsSpace.com in the manner described in our Privacy Policy. You agree to pay all charges incurred by you or any users of your account and payment card



(or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. You grant TheEventsSpace.com the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

**Additional Restrictions.** In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with laws is your responsibility. **YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT.**

**Your Representations and Warranties.** You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, payment card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use payment cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol ("IP") addresses or email addresses.

**Problematic Transactions.** If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your payment card or bank account information, your event registration may be cancelled, we may refuse to honor all pending and future purchases made on such payment card accounts and/or on any online accounts associated with such payment card accounts, and you may be prohibited from using the Site.

**Third Party Offerings.** Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply TheEventsSpace.com's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to TheEventsSpace.com's acceptance of any order. Price and availability of any product or service are subject to change without notice.

#### **Charges and Billing**

**Fees** May be required. TheEventsSpace.com may require payment of access fees in connection with the Site and Services. Payment processing services for You on TheEventsSpace.com are provided by our payment processing service provider Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms of Use or continuing to operate as a User on TheEventsSpace.com, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TheEventsSpace.com enabling payment processing services through Stripe, you agree to provide TheEventsSpace.com accurate and complete information about you and your business, and you authorize TheEventsSpace.com to share it and transaction information related to your use of the payment processing services provided by Stripe. All fees shall be paid in U.S. dollars.

**Changes in Fees.** TheEventsSpace.com reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which TheEventsSpace.com does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after



TheEventsSpace.com posts such modification on the Site. TheEventsSpace.com also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel your account or any associated optional or upgraded services therefore at any time, but TheEventsSpace.com will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

**Payment.** You agree to pay your account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your Transaction or use of the Service. Amounts not paid by you to TheEventsSpace.com when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorneys' and collection fees, that TheEventsSpace.com may incur in its efforts to collect any remaining balances due from you. These Terms of Use shall in no way limit any other remedies available to TheEventsSpace.com. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify TheEventsSpace.com of any billing problems or discrepancies within sixty (60) days after they first appear on your payment card account statement. If you do not notify TheEventsSpace.com within sixty (60) days, you waive any right to dispute such problems or discrepancies.

**Third Party Sellers.** Parties other than TheEventsSpace.com provide services, or sell products or access to their Events on the Site. You may order services or merchandise through the Site from other persons not affiliated with TheEventsSpace.com ("Seller"). All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller.

TheEventsSpace.com makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider TheEventsSpace.com, nor will TheEventsSpace.com be construed as, a party to such transactions, whether or not

TheEventsSpace.com may have received some form of revenue or other remuneration in connection with the transaction. You agree that TheEventsSpace.com will not be liable for any costs or damages arising out of such transactions, either directly or indirectly. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals.

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(a) If any Claim is asserted against or sought to be collected from TheEventsSpace.com by a third party, TheEventsSpace.com shall promptly notify You of the Claim in writing, in reasonable detail (the "Claim Notice"). Your obligation to indemnify TheEventsSpace.com is not conditioned on TheEventsSpace.com's giving the Claim Notice unless the failure to give the Claim Notice prejudiced You in its defense of the Claim.

(b) You have 15 calendar days after the mailing of the Claim Notice (the "Notice Period") to notify TheEventsSpace.com (i) whether You dispute its liability to TheEventsSpace.com with respect to the Claim; and (ii) whether You desire, at your sole cost and expense, to defend TheEventsSpace.com against the Claim. During the Notice Period, TheEventsSpace.com may file any motion, answer, or other pleading that it deems necessary or appropriate to protect its interests or Your interests and that is not prejudicial to You.

(c) If You notify TheEventsSpace.com within the Notice Period that You desire to defend TheEventsSpace.com against the Claim, You have the right to defend the Claim by all appropriate proceedings. TheEventsSpace.com may retain separate counsel to monitor or participate in, but not control any defense or settlement. TheEventsSpace.com must cooperate with You and its counsel in defending against the Claim. No Claim may be settled without Your consent, which will not be unreasonably withheld or delayed.



(d) If You fail to defend or indemnify TheEventsSpace.com after TheEventsSpace.com gives the Claim Notice, TheEventsSpace.com may, but is not under any obligation to, in addition to all other rights that TheEventsSpace.com may have, undertake the defense of, or to compromise or settle, the Claim for the account of and at the risk of You.

(e) You shall reimburse TheEventsSpace.com for its reasonable attorney fees, accounting fees, expert witness fees, costs, and expenses (including TheEventsSpace.com's fees, costs, and expenses incurred by monitoring, participating in, or cooperating with any action, compromise, or settlement) within 30 calendar days after Your receipt of a statement of such fees, costs, and expenses. If the Claim cannot be defended solely by TheEventsSpace.com, You shall provide, at no cost or expense to TheEventsSpace.com, all information and assistance that TheEventsSpace.com may reasonably request.

#### Arbitration Agreement; No Class Action

Generally. In the interest of resolving disputes between you and TheEventsSpace.com in the most expedient and cost effective manner, you and TheEventsSpace.com agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THEEVENTSPACE.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Notwithstanding subsection 20.1, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

Arbitrator. Any arbitration between you and TheEventsSpace.com will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting TheEventsSpace.com.

Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). TheTheEventsSpace.com's address for Notice is: The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or TheEventsSpace.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or TheEventsSpace.com shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, TheEventsSpace.com shall pay you (i) the amount awarded by the arbitrator, if any, or (ii) \$100.00, whichever is greater. If the amount awarded by the arbitrator is less than the last written settlement amount offered by TheEventsSpace.com in settlement of the dispute



prior to the arbitrator's award then you agree that you shall not recover reasonable attorney's fees, if such are recoverable.

**Fees.** In the event that you commence arbitration in accordance with these Terms, TheEventsSpace.com will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Diego County, Maryland, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse TheEventsSpace.com for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**No Class Actions.** YOU AND THEEVENTSPACE.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TheEventsSpace.com agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### **Modifications.**

In the event that TheEventsSpace.com makes any future change to this arbitration provision (other than a change to TheEventsSpace.com's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to TheEventsSpace.com's address for Notice, in which case your account with TheEventsSpace.com shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

#### **Enforceability.**

If Subsection 20.6 is found to be unenforceable or if the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section 20 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 22 shall govern any action arising out of or related to these Terms.

#### **Connectivity; Mobile Use**

Normal carrier charges and taxes may apply to any Materials you access from the Site.

TheEventsSpace.com is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Site. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Site or Services. In the event you change or deactivate your mobile telephone number, you agree that you will (i) notify us in writing of such change or deactivation of your mobile telephone number and (ii)



update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

#### Applicable Law

You and TheEventsSpace.com agree that the statutes and laws of the State of Maryland, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site and Services. We operate the Service from our offices in Maryland, and we make no representation that Materials included in the Service are appropriate or available for use in other locations. The exclusive jurisdiction and venue of any action arising out of or related to the Site, the Services, or these Terms of Use will be either the state or federal courts in Baltimore, Maryland, and You agree and submit to the personal and exclusive jurisdiction and venue of these courts.

#### U.S. Export Controls

This Site and software derived from this Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Site or any software derived therefrom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### Privacy

Generally. We believe that your privacy and the privacy of all our users are important. These Terms of Use are subject to the Privacy Policy, which is hereby incorporated by reference. Please carefully review our Privacy Policy. By using the Site, you acknowledge that you have read, and you agree to be bound by the terms of our Privacy Policy.

#### Event Participation.

By registering for and participating in an Event, you understand and agree that your activity, participation, or attendance at such event, your image or likeness, or other results may be posted online by the Event organizer. If you would prefer that your results, or your image or likeness, not be posted or be taken down, you must contact the organizer of the Event directly, and TheEventsSpace.com is not responsible for the posting or removal of such information.

TheEventsSpace.com will not be responsible or otherwise liable for any use or disclosure of your contact information, or financial information, by a third party to whom TheEventsSpace.com is allowed to disclose your contact information under the Privacy Policy.

#### Questions and Complaints

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at: [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) or by writing at The EventsSpace, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217 or [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com). Under Maryland Civil Code Section 1789.3, Maryland Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Department of Consumer Services of the Maryland Department of Consumer Affairs may be contacted in writing at **200 St. Paul Street, Baltimore, MD 21202. Tel: 410.576.6300 or contact The EventsSpace, Inc., Toll-Free: 1.800.380.9123.**

#### Notice

TheEventsSpace.com may provide you with notices, including those regarding breaches of security, by email, regular mail or postings on the Site. All notices from you to TheEventsSpace.com must be





sent to TheEventsSpace.com, Inc., 1721 Pennsylvania Avenue, Suite 104, Baltimore, MD 21217 or [helpdesk@theeventsspace.com](mailto:helpdesk@theeventsspace.com) and such notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

#### Miscellaneous

**Assignment.** TheEventsSpace.com may assign its rights and obligations under these Terms of Use and upon such assignment, TheEventsSpace.com may be relieved of any further obligation hereunder. You may not assign any of your rights or obligations under these Terms of Use. Any assignment in violation of these terms is void.

**Survival.** Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.

**Authority.** You represent to TheEventsSpace.com that you have the authority to register with TheEventsSpace.com according to these Terms of Use.

**Waiver.** The failure of TheEventsSpace.com to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

**Headings.** The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

**Electronic Notices.** TheEventsSpace.com may provide you with notices, including those regarding changes to these Terms of Use and notices regarding breaches of security, by email, regular mail or postings on the Site. By using the Site or Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**No Third Party Beneficiaries.** Except for certain TheEventsSpace.com licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

**Severability.** If any provision of these Terms of Use is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Use (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Use shall be deemed amended accordingly.

**International Use.** The Service is hosted in and operated from the United States. If you choose to use the Service from the European Union or other regions of the world with laws that may differ from U.S. law, then please note that you are using a service governed by U.S. law and are transferring your Personal Information outside of those regions to the United States for storage and processing.

**Different Versions.** We may translate these Terms of Use, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Site and in the event of any conflict between the English language version and a translated version, the English language version will control. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

