

EVENTUM TERMS OF USE AGREEMENT

Updated May 2017

Welcome to Eventum, operated by Eventum Inc., located at 60 Madison Avenue, 10010, New York ("Eventum," "we," or "our").

By using the website located at eventum.us, the related mobile website, and any affiliated mobile application or other software (collectively, the "Service"), you agree to be bound by these Terms of Use (this "Terms of Use" or "Agreement"), whether or not you register as a member of Eventum ("Member"). If you wish to become a Member and/or make use of the Service, please read this Agreement. If you object to anything in this Agreement or the Eventum Privacy Policy, do not use the Service.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Electronic Agreement. This Terms of Use is an electronic contract that sets out the legally binding terms of your use of the Service. This Terms of Use is subject to change by Eventum at any time, effective upon posting on the Eventum Service. By accessing and/or using the Service or becoming a Member, you accept this Terms of Use and agree to the terms, conditions and notices contained or referenced herein. Your continued use of the Service following Eventum's posting of revised terms of any section of the Terms of Use will constitute your express and binding acceptance of and consent to the revised Terms of Use.

2. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

3. Eligibility. You must be at least eighteen (18) years of age. By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

The Service is also not available to any users of the Service (the "Users") who have been previously removed or suspended from the Service.

By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Terms of Use and to abide by all of the terms and conditions of this Terms of Use.

4. Commercial Use of Service. If you are using and/or accessing the Service on behalf of a company, entity, or organization (collectively, a "Subscribing Entity"), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Use;
- b. You have read and understand this Terms of Use; and
- c. You agree to this Terms of Use on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Service include, but are not limited to, collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Service, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another User or person, use of the Service in any fraudulent or misleading manner, any automated use of the system, such as scraping the Service, automated scripts, spiders, robots, crawlers, harvesting or data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service, and using the Service in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Service may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Service is with the permission of Eventum, which may be revoked at any time, for any reason, in Eventum's sole discretion.

5. Account Security. In order to do certain things on the Service, you must register an account on the Service (your "Account"). You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Eventum of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. Eventum will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your Eventum Account.

6. Your Use of the Service

- a. You must not copy or capture, or attempt to copy or capture, any content from the Service, unless given express permission by Eventum.
- b. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any content on or from the Service.
- c. You must not use any content in any way that is designed to create a separate service or that replicates any part of the offering of the Service.
- d. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any content.
- e. You must not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent your activity on the Service, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register Accounts, log in, send messages, post comments, or otherwise to act on your behalf, particularly where

such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other Users of the Service.

f. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Service or any content appearing on the Service.

g. You must not, and must not permit any third party to, copy or adapt the object code of the Service, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Service, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to content on the Service.

h. You must not use the Service to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- i.** any content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in Eventum's sole and reasonable discretion;
- ii.** any information, content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- iii.** any content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in Eventum's sole and reasonable opinion;
- iv.** any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Service or servers or networks forming part of, or connected to, the Service, or which does or might restrict or inhibit any other User's use and enjoyment of the Service; or
- v.** any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

i. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

j. You must not rent, sell or lease access to the Service, or any content on the Service.

k. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an Account in the name of another person or company, or sending messages or making comments using the name of another person.

l. You must not stalk, exploit, threaten, abuse or otherwise harass another User, or any Eventum employee. If Eventum determines that any User has threatened, stalked, harassed, or verbally abused any Eventum employee or another Eventum Member, Eventum reserves the right to immediately terminate that User's membership and suspend access to the Service.

m. You must not sell or transfer, or offer to sell or transfer, any Eventum Account to any third party without the prior written approval of Eventum.

n. You must not collect or attempt to collect personal data, or any other kind of information about other Users, including without limitation, through spidering or any form of scraping.

o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Eventum; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or Account which you are not

authorized to access; attempt to scan or test the vulnerability of Eventum's servers, system or network or attempt to breach Eventum's data security or authentication procedures; attempt to interfere with the Service by any means including, without limitation, hacking Eventum's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Eventum under these Terms of Use, Eventum reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any Users who have participated in any such violations.

p. You must not use the Service for a commercial purpose that is not permitted by either this Terms of Use or by any relevant federal, state, or local law or regulation.

q. You must not post a Listing (as that term is defined herein) for a Venue that you do not own or otherwise have dominion over, or for a Location that you do own or have dominion over, but which cannot be rented pursuant to a contractual or legal obligation (such as, by way of example but not limitation, a zoning ordinance, neighborhood association rule, or lease provision).

r. You must comply with any federal, state, local, or other law or regulation, or any valid court order, of any kind.

s. You must not use the Service for any illegal or immoral purpose.

You agree to comply with the above conditions, and acknowledge and agree that Eventum has the right, in its sole discretion, to terminate your Account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending Users to the relevant authorities.

Notwithstanding the foregoing, you acknowledge and agree that you are solely responsible for ensuring that you are in compliance with all federal, state, and local laws and regulations. Eventum disclaims, to the fullest extent of the law, any liability for your use of the Service.

7. Eventum is a Marketplace; Limitation of Liability

Eventum acts as a marketplace to connect individuals or entities that own or otherwise have authorized access to event venues (each, a "Venue Provider" and collectively, the "Venue Providers") and individuals or entities that wish to rent the venue (the "Venue") for a short-term period (each, an "Event Organizer" and collectively, the "Event Organizers") and/or a provider of certain services such as, for example, photography, musical performances, or catering (each, a "Service Provider" and collectively, the "Service Providers"). You acknowledge and agree that Eventum is not a party to any agreement between you and an Event Organizer or Venue Provider, and that we are not liable to you for any loss incurred as the result of an Event Organizer's or Venue Provider's acts or omissions, including without limitation failure to fulfill an order, failure to communicate, breach of contract, conversion, fraud, negligence, and intellectual property violations.

You acknowledge and agree that Eventum does not have control over the quality, safety, morality or legality of any aspect of any Venue Provider or Event Organizer's services, the truth or accuracy of any Venue Provider or Event Organizer statements, or the ability of Venue Providers or Event Organizers to fulfill their obligations under an agreement with you. Eventum

cannot ensure that a Venue Provider or Event Organizer will actually complete a transaction or follow through on their promises.

Eventum cannot guarantee the true identity, age, and nationality of a Venue Provider or Event Organizer. Eventum encourages you to communicate directly with Venue Providers and Event Organizers through the tools available on the Service.

You acknowledge and agree that Eventum does not own or have dominion or control over is not an owner or operator of any Venue listed for rent on the Service.

Service Providers' information is provided for informational purposes only. Eventum does not endorse the Service Providers in any way, and is not liable in any way whatsoever for any representations of the Service Providers or the services they provide. Eventum also does not make any representation, warranty or guaranty to any Service Provider, and shall not be liable to any Service Provider for any act or omission of Eventum or User or any third party. Each Service Provider is a User hereunder, and is subject to the Terms as applicable.

You acknowledge and agree that Eventum does not own any of the Venues listed on the Service. Eventum only makes connections between the Users of the Service but cannot and does not accept any responsibility for the actions of any Venue Provider, Event Organizer, or other Users or for the suitability or non-suitability of a Venue for your needs.

EVENTUM CANNOT, AND DOES NOT, CONFIRM THE ACCURACY OF ANY LISTING POSTED ON THE SERVICE; THE CONDITION OR SUITABILITY OF ANY VENUE LISTED ON THE SERVICE; OR THAT A VENUE PROVIDER HAS COMPLIED WITH ALL RELEVANT LAWS AND REGULATIONS.

EVENTUM EXPLICITLY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, LIABILITY FOR ANY LISTING, VENUE, OR REPRESENTATIONS OR WARRANTIES MADE BY A USER ON THE SERVICE.

8. How It Works; Responsibilities of Event Organizer, Venue Provider, and Service Provider

a. How it Works; Generally. Venue Providers can use Eventum to rent their Venue to Event Organizers. Venue Providers may list their Venue for rent on the Service, which shall constitute a "Listing".

b. Information Required. By placing a Listing on the Service, you must provide all information requested by Eventum, and you may be required to upload documents confirming that you have the right to rent the Venue in question. You acknowledge and agree that, once the Venue is booked by an Event Organizer, the physical address of the Venue will be visible to the Event Organizer.

c. Price of Venue. The prices listed on Eventum is only a suggested starting price. The actual and final price must be negotiated and agreed upon between the Venue owner and the Event

organizers before the event occurs. Eventum will not be a part of the negotiation between the Venue provider and Event Organizer. The Venue is responsible for billing the Event organizer.

d. Dangers at Venue. As a Venue Provider, it is your responsibility to disclose to Event Organizers any dangers present in the Venue. Venue Provider is solely responsible for disclosing such dangers prior to Event Organizer entering the Venue.

e. Permits, Licenses, and Consents. If you are a Venue Provider, you represent and warrant that you have obtained, or will obtain, all necessary permits, licenses, and/or approvals necessary to rent out a Venue, to host events, or otherwise use the Service. Venue Provider is solely responsible for obtaining all necessary permits, licenses, and/or approvals. **EVENTUM DOES NOT REPRESENT THAT ANY VENUE PROVIDER HAS OBTAINED ANY NECESSARY PERMIT, LICENSE, OR CONSENT.**

f. Insurance. Eventum requires that Venue Provider and/or the Event Organizer obtain insurance or review their existing policies and make sure their insurance covers any loss that may arise out of the use of that particular Venue by the Event Organizer, its guests, invitees, vendors, clients, customers or licensees, including policies covering property damage, casualty, personal injury, fire, and general liability (the “**Adequate Insurance**”). Eventum disclaims any and all liability for Venue Provider and Event Organizer’s failure to be covered by Adequate Insurance. To the extent Venue Provider has not obtained and does not have Adequate Insurance, it shall require Event Organizer to purchase such Adequate Insurance prior to the Event Date. Eventum shall have no liability for the Parties’ failure to contract an Adequate Insurance.

g. Venue Provider and Eventum Cooperation. If you are a Venue Provider, you acknowledge and agree that you will make your best efforts to cooperate with Eventum in to make the Venue available. Venue Provider hereby grants Eventum permission to physically enter a Venue listed on the Service, at a mutually agreed upon time and date. You further give Eventum permission to allow Eventum to take photographic and/or video images of the Venue and to upload such pictures on the Service or any social network, at Eventum’s sole and absolute discretion. Venue Provider agrees to provide the Event Organizer access to the Venue at the agreed upon time and for the agreed upon period of time. Venue Provider is solely responsible for providing the Venue in the condition described in the advertisement, pictures, and other images and/or announcements posted on the Service. Eventum reserves the right to refuse to list any property, at its sole discretion, on the Service. Eventum only provides requests for proposals (RFPs) from potential Event Organizer and does not involve itself in negotiations, billing the customer or the execution of the event. This is the sole responsibility of the Venue provider. Eventum is not liable for any damages or other disputes that may arise. Any disagreement between the Venue Provider and Event Organizer should be resolved without the involvement of Eventum.

h. Event Organizer Responsibilities. If you are an Event Organizer, you are solely responsible for ensuring that the Venue is safe and suitable for the use that you intend to make of the Venue. You acknowledge and agree that Eventum does not control the Venues listed on the Service. Eventum is not responsible for, and disclaims any and all liability related to, any and all listings of Venues on the Service. Event Organizer’s reservation of a Venue through the Service is made at its own risk. Event Organizer is responsible for leaving a Venue in the same condition as it

was found. Event Organizer is responsible for its own acts and omissions and for the acts and omissions of any individuals whom it invites to the Venue, or otherwise provides access to the Venue, including but not limited to guests, invitees, vendors and other service professionals. In the event Venue Provider claims that the property was not relinquished in the same condition as it was found, and provides evidence of damage, including but not limited to photographs, the Event Organizer agrees to pay the cost of replacing any damaged items with equivalent items. Event Organizer also may be responsible for obtaining and maintaining insurance policy or policies sufficient to cover the use of each Venue offered via the Service. Event Organizer acknowledges and agrees that it is solely responsible for ensuring that any persons attending an event at the Venue are of legal drinking age. It is illegal to serve alcohol to or purchase alcoholic beverages for a minor.

9. NON-CIRCUMVENTION. OTHER THAN AS PROVIDED THROUGH THE SERVICE, YOU MAY NOT USE THE SERVICE TO FIND AN EVENT ORGANIZER OR A VENUE PROVIDER AND THEN COMPLETE A VENUE BOOKING WITHOUT MAKING USE OF THE SERVICE, IN ORDER TO CIRCUMVENT THE OBLIGATION TO PAY ANY COMMISSION RELATED TO EVENTUM'S PROVISION OF THE SERVICE OR FOR ANY OTHER REASONS.

10. No Endorsement

Eventum does not endorse any Venue Provider, Event Organizer, Listing, or Venue. You understand that any photographs of a Venue are intended to provide an approximate representation of the Venue and that the Venue may not be identical to any such photographs.

Event Organizers understand and agree that the images on the Service are intended only to indicate a photographic representation of the Venue at the time the photograph was taken, and are not an endorsement of the Venue by Eventum. Event Organizers are required by these Terms to provide accurate information, but Eventum makes no representations about, and does not confirm any details provided by the Event Organizers, including but not limited to information about the Venue. By using the Service, Event Organizers further agree that any legal remedy or liability that you seek to obtain for actions or omissions by another Event Organizer or other third party will be limited to a claim against the other User, and not against Eventum.

11. You Bear Risk of Upload. Eventum uses reasonable security measures in order to attempt to protect any content or information that you upload, including without limitation any information, photographs or other images, or intellectual property (collectively, "Your Content"). However, Eventum cannot guarantee that there will be no unauthorized copying or distribution of Your Content nor will Eventum be liable for any copying or usage of Your Content not authorized by Eventum. You hereby release and forever waive any claims you may have against Eventum for any such unauthorized copying or usage of Your Content, under any theory of liability. THE SECURITY MEASURES TO PROTECT YOUR CONTENT USED BY EVENTUM HEREIN ARE PROVIDED AND USED "AS-IS" AND WITH NO WARRANTIES OR ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

12. Membership; Pricing; Charges on Your Account.

a. General. Please note that the billing policies that are disclosed to you in using the service are deemed part of this Terms of Use. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Service.

b. Billing. Eventum bills the Venue Owner through invoices or other agreed upon methods (your "Billing Account") for use of the Service. You agree to pay Eventum all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize Eventum to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. Eventum reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

c. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

d. Amount and Timing of Payment. The Venue Provider shall determine the price for a given Venue, and any related services, in its sole discretion. You acknowledge and agree that Eventum does not set or control prices for Venues or related services. Eventum charges payment from the Venue Provider when after the event has occurred. When Venue Provider invoices the Event Organizer directly, Eventum must receive a copy of the final invoice and will then bill the Venue Provider for the commission, after the event is completed.

e. Booking Confirmation, Venue Agreement, Commission. If you are a Venue Provider, you acknowledge and agree that Eventum will charge a commission totaling fifteen percent (15%) of the total amount paid by the Event Organizer (the "Commission"), unless otherwise set forth in writing. Eventum will invoice Venue Providers for the Commission after the completion of the event requested by the Event Organizer. When the Venue Provider has invoiced the Event Organizer directly, Eventum must receive a copy of the final invoice and will then bill the Venue Provider for the commission, after the event is completed.

f. Cancellation. Event Organizers will choose a Cancellation Policy from a list of options provided by the Venue Provider. Event Organizer must review the Cancellation Policy contained in the Venue Provider's agreement carefully. You acknowledge and agree that Eventum is not responsible for resolving any disputes that may arise between Venue Provider and Event Organizer as a result of a cancellation initiated.

13. Modifications to Service. Eventum reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Eventum shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. Blocking of IP Addresses. In order to protect the integrity of the Service, Eventum reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Service.

15. Term. This Terms of Use will remain in full force and effect while you use the Service. You may terminate your membership at any time by visiting your Dashboard on Eventum. If you resign or cancel your membership to Eventum, to help Eventum analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation.

Eventum may terminate your membership for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Eventum. All decisions regarding the termination of Accounts shall be made in the sole discretion of Eventum. Eventum is not required to provide you notice prior to terminating your membership. Eventum is not required, and may be prohibited, from disclosing a reason for the termination of your Account. Even after your membership is terminated, this Terms of Use will remain in effect. All terms that by their nature may survive termination of this Terms of Use shall be deemed to survive such termination.

16. Third Party Content. Eventum may provide third party content on the Service and may provide links to webpages and content of third parties (collectively, the “Third-Party Content”) as a service to those interested in this information. Eventum does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that Eventum does not create Third-Party Content, nor does Eventum update or monitor it. Eventum is therefore not responsible for any Third-Party Content on the Service. Users use such Third-Party Content at their own risk.

The Service may include links or references to other web sites or services solely as a convenience to Eventum Users (collectively, the “Reference Sites”). Eventum does not endorse any Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and the relevant advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

17. Intellectual Property. Eventum, the Eventum logos and any other product or service name or slogan contained in the Service are trademarks of Eventum or our suppliers or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of Eventum or the applicable trademark holder. Any authorized use of these trademarks must be in accordance with any guidelines that Eventum may provide you from time to time.

Eventum retains all proprietary rights in the Service, except where otherwise noted. The Service contains the copyrighted material, trademarks, and other proprietary information of Eventum, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary

information. All content on Eventum is proprietary. Except where otherwise specified in this Agreement, all content is copyrighted material of Eventum and for Eventum Members' use only. Distribution of content to others is strictly prohibited. You agree that Eventum would be irreparably harmed by any violation or threatened violation of this section and that, therefore, Eventum shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on Eventum may be supplied by third parties. Eventum has no responsibility for these third party websites nor for their content, which is subject to and governed by the terms of use and/or privacy policies, if any, of the applicable third party content providers.

You may not use any metatags or any other hidden text utilizing " Eventum " or any other name, trademark or product or service name of Eventum without our prior written permission. In addition, the look and feel of the Eventum Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Eventum and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us or any other affiliation, if given written permission by Eventum.

The Service is owned and operated by Eventum. Unless otherwise indicated, all content and other materials on the Service, including, without limitation, Eventum's logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws (including in your country of residence).

18. Ownership of Your Content; Licenses.

Eventum does not claim ownership of Your Content. However, with respect to Your Content, you grant Eventum a worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, and publicly display such content on the Service.

Notwithstanding the foregoing, "Your Content" shall not be deemed to include any photographs of a Venue that you post or upload to the Service. Such photographs shall become Eventum's intellectual property at the time they are uploaded or posted. This section shall not invalidate the terms of Sections 22 ("Limitation of Liability") or 23 ("Indemnity by You") of these Terms of Use, including without limitation your responsibility to indemnify Eventum for any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy

arising from the hosting of Your Content on the Service pursuant to Section 23(b) of these Terms of Use.

This license exists only for as long as you elect to continue to include such content on the Service and will terminate at the time you remove or Eventum removes Your Content from the Service.

19. Copyright Policy. Eventum prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

Eventum Inc.
60 Madison Avenue
10010, New York

When contacting us, please make sure that you include the following information:

- a.** a statement that you have identified content on Eventum that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- b.** a description of the copyright work(s) that you claim have been infringed;
- c.** a description of the content that you claim is infringing and the Eventum URL(s) where such content can be located;
- d.** your full name, address and telephone number, a valid email address on which you can be contacted, and your Eventum user name if you have one;
- e.** a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- f.** a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. Section 512(c), please also include the following:

- g.** with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- h.** your electronic or physical signature (which may be a scanned copy).

Eventum will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

The foregoing process applies to copyright only. If you discover any content that you believe to be in violation of your trademark rights, please report this to us by mail or email at 60 Madison Avenue, 10010 New York or hello@eventum.us. In all other cases, if you discover content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use or applicable law, please report this to us at above address or hello@eventum.us.

20. Repeat Infringer Policy. In accordance with the DMCA and other applicable laws around the world, Eventum has adopted a policy that it will promptly terminate without notice any User's access to the Service if that User is determined by Eventum to be a "repeat infringer." A repeat infringer includes, without limitation a User who has been notified by Eventum of infringing activity violations more than twice and/or who has had any User -submitted content removed from the Service more than twice. Eventum may also at our sole discretion limit access to the Service and/or terminate the Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

In addition, Eventum accommodates and does not interfere with standard technical measures used by intellectual property rights owners to protect their materials.

Please note that we do not offer refunds to Members whose Accounts are terminated as a result of repeated infringement of these Terms of Use.

21. Terms for Venue Providers and Service Providers

By using the Service, a Venue Provider or Service Provider hereby acknowledges and agrees that none of its representatives, contractors and/or employees shall be considered an employee of Eventum, and that at no time shall Eventum provide, including but not limited to, medical, dental, or other benefits to such Venue Provider or Service Provider or any other employee benefits that would be normally extended to an employee.

By using the Service, a Venue Provider or Service Provider acknowledges and agrees that, by entering into this Agreement, it is allowing Eventum to feature its name, logo, and any other branding information, as well as any information that the Venue Provider or Service Provider provides to Eventum, on the Service.

22. Limitation of Liability. In no event shall Eventum be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Service, or use thereof. Nothing contained in the Service or in any written or oral communications from Eventum or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Service, along with the services provided by employees of the Service, are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Eventum makes no warranties, express or implied, as to the ownership,

accuracy, completeness or adequacy of the Service's content or that the functionality of the Service will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL EVENTUM, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, EVEN IF EVENTUM HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL EVENTUM HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO BODILY INJURY; DEATH; PROPERTY DAMAGE; LOST PROFITS; LOST DATA; LOSS OF GOODWILL; INFRINGEMENT OF A COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF EVENTUM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. EVENTUM DOES NOT HAVE ANY OBLIGATION TO CONFIRM INFORMATION PROVIDED BY A VENUE PROVIDER OR EVENT ORGANIZER, NOR ARE WE REQUIRED TO RUN A BACKGROUND OR SEX OFFENDER CHECK ON ANY SUCH INDIVIDUAL. IN THE EVENT THAT WE DO PERFORM SUCH A CHECK, WE DISCLAIM ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH A CHECK WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT SUCH USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

You acknowledge and agree that any legal remedy or liability that you seek to obtain for another User's acts or omissions must be sought directly from that User, and that you shall not impose or seek to impose liability on Eventum.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Eventum and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$100.00 or the sum of any amount paid by the Member or User to Eventum during the six months prior to notice to Eventum of the dispute for which the remedy is sought.

23. Indemnity by You. You agree to indemnify and hold Eventum, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a. your use of the Service in violation of this Terms of Use and/or arising from a breach of this Terms of Use including without limitation your representations and warranties set forth above;
- b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Service, and/or your making available thereof to other Users of the Service, and/or the actual use of Your Content by other Users of the Service or related services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Content;
- c. any activity related to your Account, be it by you or by any other person accessing your Account with or without your consent unless such activity was caused by the act or default of Eventum.

24. Attorney Fees. In the event that Eventum is successful in whole or in part in any action or proceeding related to or arising from this Terms of Use, you shall be responsible for Eventum's attorneys' fees and costs.

25. Parental or Guardian Permission. Some of the content on the Service may not be appropriate for children. CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE THE SERVICE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICE OR GIVE EVENTUM THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

26. Privacy. Use of the Service is also governed by our Privacy Policy, located at <https://eventum.us/static/EventumPrivacyPolicy.pdf>

27. Independent Contractors. All parties to these Terms of Use are independent contractors, and nothing contained herein is construed to create a relationship of employer and employee, principal and agent, partnership or the like between Eventum and any User.

28. Notices. You agree to provide email, regular mail and mobile phone numbers to Eventum, and acknowledge and agree that Eventum may contact you by electronic means, including but not limited to email communications, SMS or text messages, via the information provided in your Account. Notices sent by email shall be deemed received when they are sent.

29. Jurisdiction and Choice of Law; Dispute Resolution. If there is any dispute arising out of the Service, by using the Service, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of New York with the same force and effect as if such service had been made within the State of New York. You hereby agree to accept service of process for

any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

30. Arbitration Provision/No Class Action. Except where prohibited by law, as a condition of using the Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of New York, County of New York, or the United States District Court for the Southern District of New York. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of New York, County of New York, or the United States District Court for the Southern District of New York.

31. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third party beneficiaries to this Terms of Use.

32. Force Majeure. Either the Venue Provider or the Event Organizer may be excused from certain of their responsibilities under this Terms of Use if performance of such responsibilities is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

33. Availability Outside the U.S. If you access Eventum from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Service from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

34. Entire Agreement.

This Terms of Use, along with the Privacy Policy, contains the entire agreement between you and Eventum regarding the use of the Service.

35. Severability; Waiver. If any provision of this Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Terms of Use, which shall remain in full force and effect. No waiver of any term of this Terms of Use shall be deemed a further or continuing waiver of such term or any other term. In addition, Eventum's failure to enforce any term of this Terms of Use shall not be deemed as a waiver of such term or otherwise affect Eventum's ability to enforce such term at any point in the future.

36. Headings. The section headings contained in this Terms of Use are for reference purposes only and shall not in any way affect the meaning or interpretation of this Terms of Use.

Please contact us with any questions regarding this agreement. Eventum is a trademark of Eventum Inc.

Eventum reserves all rights not expressly granted in these Terms of Use.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.