

**SMALL VENUE TICKETING, LLC**  
**TERMS OF USE**

**1. SCOPE OF AGREEMENT**

SMALL VENUE TICKETING, LLC doing business as Dance Recital Ticketing (“SMALL VENUE TICKETING”, “we”, “our” and “us”) offers, or may offer in the future, certain mobile application products (“App”) as well as an online web-based platform (the “Site”) that offers certain services and content to users (the “Services”). The App and Site are governed by these Terms of Use. The term “you” or “your” includes any of your subsidiaries, affiliates, employees and parent or legal guardian. Your continued use of the Site constitutes acceptance of these Terms of Use, which may be modified by us from time to time without notice. The current version of this document will always be available on our Site, and it is your responsibility to review it on a regular basis. By continuing to use this site, you agree to be bound by any future changes published on this Site. Capitalized terms not defined in these Terms of Use (these “Terms of Use”) shall have the meaning ascribed thereto in our Privacy Policy (the “Privacy Policy”). If there is a conflict between these Terms of Use or the Privacy Policy, these Terms of Use shall control.

Our Privacy Policy explains SMALL VENUE TICKETING practices relating to the collection and use of your information through or in connection with our Site and App. Our use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms of Use.

By using or accessing the Site, the App and/or the Services, you agree to be legally bound by these Terms of Use and the Privacy Policy found at [dancerecalticketing.com/privacy](http://dancerecalticketing.com/privacy) as amended from time to time (collectively, the “Agreement”). If you do not agree with the Agreement without limitation or qualification, you should not access or use the Site or the App. Your continued use of following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. These Terms of Use were last updated in September 2023.

**2. ELIGIBILITY**

To be authorized to access and use the site or the Services you represent and warrant that you (a) are at least 13 years old, (b) are not currently restricted by SMALL VENUE TICKETING or any law enforcement agency from accessing or using the Site, the App or Services or not otherwise restricted from having an Account, (c) are not a competitor of SMALL VENUE TICKETING or are not using the Services for the purposes of competing with SMALL VENUE TICKETING, (d) have the full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party, and (e) will not violate any rights of SMALL VENUE TICKETING or a third party, including the intellectual property rights of such third party. **IF YOU ARE NOT AT LEAST 13 YEARS OLD, YOU ARE NOT AUTHORIZED TO ACCESS THE SITE, THE APP OR THE SERVICES AND SHOULD LEAVE THE SITE IMMEDIATELY.** Persons who are at least 13 years of age but under the age of 18 may only use our Site or Services with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms of Use.

**3. REGISTRATION AND SECURITY**

You may have limited access to some Services of the Site or App without registering for a user account (an “Account”). Those who access the Site or App without registering for an Account are referred to as “Visitors.” However, to gain access to additional Services (for example, to receive Services), you must

register with the Site and App and create an Account. Visitors who have registered an Account shall thereafter be “Users.”

When registering as a User, you agree to provide accurate, current and complete information for registration and to update such information to keep it accurate, current and complete. SMALL VENUE TICKETING reserves the right to suspend or terminate your Account and/or access at any time or for any reason or no reason, including if any information provided for registration is determined to be inaccurate, not current or incomplete. SMALL VENUE TICKETING shall be under no obligation to refund any payment received if, in its sole discretion, SMALL VENUE TICKETING terminates your Account and/or access due to your violation of the Agreement. You are responsible for safeguarding your access credentials, as that term is defined in the Privacy Policy. You agree that you will not disclose your access credentials to any third party, unauthorized user, or unauthorized User or Visitor. You agree that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify SMALL VENUE TICKETING of any unauthorized use of your Account or if you suspect that the security of your Account has been compromised. Unless notified in writing by you, SMALL VENUE TICKETING will rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall SMALL VENUE TICKETING be held liable to you for any liabilities or damages resulting from or arising out of any compromise of the confidentiality of your account or password or any unauthorized access to your account or use of your password.

#### **4. USER CONTENT, LICENSE AND WARRANTY**

User Content. As a User, you may post, submit, provide, transmit, publish, display, or share content with the Site or the App. Such content may be in the form of any media (e.g., text, documents, images, audio content, video content, etc.) or mobile cellular device and may include communications with the Site or other Users (“User Content”).

SMALL VENUE TICKETING does not and will not review User Content for accuracy. Accurate User Content enables the Site and App to provide the Services to you. In order to utilize the Services, you should provide, or direct the Site and App to retrieve, true, accurate, current, and complete User Content. Further, in order for the Services to function effectively, you must also ensure that any information you provide to us, or direct us to retrieve, is updated regularly. If you do not do this, the accuracy and effectiveness of the Services provided to you may be affected.

License Grant to Use User Content. You grant to SMALL VENUE TICKETING a non-exclusive, worldwide, fully paid-up and royalty-free license to use, copy, display, prepare derivative works of, improve, modify, distribute, publish, remove, retain, and/or process User Content that you contribute, upload, transmit or otherwise provide to the Site or App, in any way now known or in the future discovered, for the purpose of providing the Services to you, but not to provide the User Content to third parties for use without your prior written consent. While SMALL VENUE TICKETING will employ reasonable measures to protect your User Content, you acknowledge and agree that any User Content that you provide to the Site and App is at your own risk of loss.

User Content Warranty. By providing User Content to the Site and App, you represent and warrant that (i) you are the author, owner, or are otherwise authorized to contribute the User Content, (ii) the User Content is true and accurate, (iii) the User Content is not confidential, and (iv) does not violate any rights, or infringe or misappropriate the intellectual property rights of any third party.

You are responsible for your own activities and communications on the Site and App, and you are responsible for the consequences of such activities and communications. You shall not, and by using or accessing the Site, the App or using the Services, you agree not to do any of the following:

- a) Share or deliver User Content that is subject to copyright protection, unless you are the copyright owner or have the owner's permission to post such information or User Content.
- b) Share or deliver information or User Content that reveals trade secrets or proprietary or confidential information unless you are the owner or have the owner's permission to post such information or User Content.
- c) Share or deliver any information that infringes any intellectual property rights of others or the privacy or publicity rights of others.
- d) Share or deliver information or User Content that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User, Visitor, or any other person or entity.
- e) Share or deliver information or User Content that includes or uses terms or phrases that are false or misleading, profane, intended to disguise profanity or vulgarity, or are patently offensive or obscene.
- f) Share or deliver content that contains viruses, Trojan horses, worms, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

## **5. LIMITED LICENSE**

Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any the Site, the App or SMALL VENUE TICKETING webpage, Services, SMALL VENUE TICKETING software, or the Site's or App's user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, and software that has been modified, merged and/or included in the Site, the App, and/or any compilation thereof in any format now existing or future developed (collectively, the "SMALL VENUE TICKETING Content") in any manner without the express prior written permission of SMALL VENUE TICKETING, with the exception of taking screenshots for personal reference, is expressly forbidden, and you so agree. You acknowledge that you may not sublicense, transfer, sell, rent, or assign this license, the SMALL VENUE TICKETING Content, or the Services. Any attempt to sublicense, transfer, sell, rent, or assign this license, the SMALL VENUE TICKETING Content, or the Services shall be null and void without SMALL VENUE TICKETING's express written consent. Your rights are governed by the License Agreement and these Terms of Use.

## **6. CONTENT AND SERVICE DISCLAIMER**

All SMALL VENUE TICKETING Content including the Services is provided "AS-IS." You access and use the Services and all SMALL VENUE TICKETING Content at your risk. The Services and SMALL VENUE TICKETING Content may include inaccuracies, errors or information that is incorrect or out of date. SMALL VENUE TICKETING makes no representation about, or warranty as to the accuracy, reliability, completeness or timeliness of the SMALL VENUE TICKETING Content, the Services, any use of or access to the Site, the App or the SMALL VENUE TICKETING Content, or any hosted applications, programs, or other things provided or made available through the Site or the App. SMALL

VENUE TICKETING is not responsible for and does not monitor any information contained in a message, communication, or transmission by or between you and any other Visitor, User or third party.

SMALL VENUE TICKETING offers customer service via various channels. SMALL VENUE TICKETING primarily operates in the Eastern Time Zone and has flexible hours of operation throughout the year. Voicemail and emails are receivable 24/7, however, DRT does not guarantee same-day response.

By registering on the Site or App, you consent to SMALL VENUE TICKETING communicating with you via email, call or text. You are responsible for any text message fees charged by your wireless carrier. All text messages are subject to these Terms of Use and SMALL VENUE TICKETING may refuse to transmit and/or deliver a text message that does not comply with these Terms of Use.

You may opt in or out for text messaging, in all instances. Opt-in and out points are located in your Administrative Portal. Written opt in or out preference can be sent to [myteam@dancerecitalticketing.com](mailto:myteam@dancerecitalticketing.com).

Communication from SMALL VENUE TICKETING will be, in majority, with the intent of maintaining and increasing awareness of activities regarding your account and events. Marketing communications will be TCPA compliant. TCPA is the Telephone Consumer Protection Act, more information can be found at: <https://www.fcc.gov/sites/default/files/tpa-rules.pdf>.

## 7. TRADEMARKS AND COPYRIGHTS

SMALL VENUE TICKETING content, including but is not limited to:

- a) Dance Recital Ticketing Logos, Trademarked
- b) “Your Perfect Dance Partner”, Trademarked
- c) Encore Ticketing Logo, Copyright owned
- d) DRT Logo, Trademark Pending
- e) The following domains:
  - a. Smallvenuetickeing.com
  - b. Cdn.dancerecitalticketing.com
  - c. Dancerecitalticketing.com
  - d. Dancetickeing.com
  - e. Encoreticketing.com
  - f. Highschoolticketing.com
  - g. Marchingbandticking.com
  - h. Recitalticketing.com
  - i. Balletticketing.com
  - j. Workshoptix.com
  - k. Drt.email
  - l. Drttix.com
  - m. Hsticketing.com
  - n. Skatetickeing.com
  - o. Skatetickeing.ca
  - p. Dancerecitalticketing.ca

- q. Workshopticketing.com
- r. Fundraisertix.com
- s. Tix4arts.com
- t. Generalseating.online
- u. Drtperformancetix.com

and the Site and App logo and/or name, other SMALL VENUE TICKETING logos and service marks, or any taglines, titles, trade dress, and registered and unregistered service marks or trademarks (collectively, hereinafter referred to as “trademarks”), are protected under United States copyright, trademark and/or other laws, and are the property of SMALL VENUE TICKETING, and/or it’s licensors. Any unauthorized use of the SMALL VENUE TICKETING Content may violate applicable copyright, trademark, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the SMALL VENUE TICKETING Content or reproduce, display, distribute, or otherwise use the SMALL VENUE TICKETING Content in any way for any public or commercial purpose, including but not restricted to the adaptation of the SMALL VENUE TICKETING software, HTML code, or any other code that SMALL VENUE TICKETING creates. You shall not display, disparage, dilute, or taint our trademarks or use any confusingly similar marks or names, or use our trademarks in such a way that would misrepresent or cause confusion as to who the proper owner of such trademarks is.

By use of the Site and App, you agree that you must obtain our prior written consent before you may: (i) copy any of our material; or (ii) use any of our software, code, trademarks, trade names, or other designations in any promotion or publication. SMALL VENUE TICKETING intellectual property may not be used in connection with any product or service that is not SMALL VENUE TICKETING in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SMALL VENUE TICKETING. With prior written expressed consent from SMALL VENUE TICKETING, you may use SMALL VENUE TICKETING content in approved promotional items.

The Site and the App should not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of SMALL VENUE TICKETING. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of SMALL VENUE TICKETING and our associates without express written consent. You may not use any meta tags or any other "hidden text" utilizing SMALL VENUE TICKETING name or trademarks without the express written consent of SMALL VENUE TICKETING. Any unauthorized use terminates the permission or license granted by SMALL VENUE TICKETING. You may not use any SMALL VENUE TICKETING logo or other proprietary graphic or trademark as part of the link without express written permission.

Content on the SMALL VENUE TICKETING website and App is licensed to the original users and training participants ONLY for his or her own personal, individual, and limited use and does not include any ownership rights. Participants are granted single, individual access to the online training program and MAY NOT SHARE login with other individuals or use their personal login for group training purposes.

No part of the content on the SMALL VENUE TICKETING website and App including downloads, videos, podcasts, articles, infographics, or discussions may be posted online, on social media, or reproduced in any form, by any means (including electronic, photocopying, recording or otherwise) without the prior written permission of SMALL VENUE TICKETING.

## **8. RESTRICTIONS**

No Illegal Use. You shall not use the Services to create, transmit, distribute, store or destroy any SMALL VENUE TICKETING Content or User Content (a) in violation of this Agreement (b) in violation of any applicable law or regulation, (b) in a manner that infringes and/or misappropriates copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Information Security. You are prohibited from violating or attempting to violate the security of the Site, the Services, or any equipment, software, or devices on which the Site, the App or the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service, SMALL VENUE TICKETING Content, User Content, or information for which you are not authorized, (b) attempting to penetrate a system, network, or application by probing, “phishing,” scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services or SMALL VENUE TICKETING Content through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, etc.), “packet flooding,” “spoofing” or “spamming,” or (d) forging any packet content or any part of any SMALL VENUE TICKETING Content, User Content or violating any system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by SMALL VENUE TICKETING or its agents, and/or law enforcement authorities in prosecuting any Visitor or User involved in such violations.

Specific Prohibited Uses. SMALL VENUE TICKETING specifically prohibits, and you agree not to use the Services, or any SMALL VENUE TICKETING Content or User Content for any of the following:

- a) To take any action that imposes an unreasonable or disproportionately large load on the Site, the equipment, or the network on which the Site is hosted.
- b) To attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site or the App.
- c) To crawl the Site, scrape any SMALL VENUE TICKETING Content, or frame any Services, SMALL VENUE TICKETING Content, or information relating thereto without prior express written permission from SMALL VENUE TICKETING.
- d) To collect information about other Visitors or Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- e) To falsify, conceal, or modify information identifying yourself or another User, including internet protocol header information.
- f) To stalk, threaten, or harass any Visitor, User, or other person, whether in a cyber-environment or in the real world.
- g) To commit any wrongful or unlawful acts, criminal acts, acts of terrorism, or any other unlawful or illegal activity.

Release from Dealings between Users and/or Visitors. Because authentication on the internet is difficult, SMALL VENUE TICKETING cannot and does not confirm that each Visitor or User is who she, he, or it claims to be or that her, his or its User Content or other posted information is truthful, complete, non-defamatory, or accurate. You acknowledge and agree that your access to or use of the Site, the App and the Services, and any action you take concerning your User Content or other information is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the internet or some other public or proprietary network, and you assume such risk by submitting User Content or information to the Site, the App and by making or authorizing transmission of such User Content or information to others. It is your responsibility to take precautions that you deem suitable to assure the identity of any Visitor, User, or person with whom you communicate or interact, and to assure that any information provided by such User, or person on which you intend to rely is reasonably accurate and complete. SMALL VENUE TICKETING does not and cannot be involved in or control the dealings or meetings between Visitors or Users that access the Site or App. Accordingly, in the event that you have a dispute with another Visitor or User, you agree to the fullest extent permitted by applicable law to forever release SMALL VENUE TICKETING and its agents, employees, officers, directors, members and managers from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive, to the fullest extent permitted by applicable law, California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." SMALL VENUE TICKETING is under no legal obligation to, and generally does not control the information provided by other Users which is made available through the Site or App. By its very nature, information posted or communicated by other Users may be offensive, harmful, inaccurate, defamatory or incorrect, and in some cases may be mislabeled or deceptively labeled. You agree to use caution and common sense when using or accessing the Services.

#### **10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**SMALL VENUE TICKETING IS NOT LIABLE FOR COUPONS/ DISCOUNT/ PRICING ERRORS. ALL SALES ARE FINAL, SMALL VENUE TICKETING DOES NOT REFUND FEES OR PROVIDE RESTITUTION FOR FINANCIAL ERRORS.**

YOU AGREE THAT USE OF OR ACCESS TO THE SITE OR APP, THE SMALL VENUE TICKETING CONTENT AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SMALL VENUE TICKETING CONTENT AND THE SERVICES ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, THE SERVICES, UNINTERRUPTED OR ERROR FREE ACCESS OR USE OF THE SITE, THE APP AND SERVICES, OR SMALL VENUE TICKETING CONTENT PROVIDED THROUGH OR IN CONNECTION WITH THE SITE, THE APP OR THE SERVICES, INCLUDING WITHOUT LIMITATION OUR SOFTWARE OR SERVICES LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH THE SITE OR APP (UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION).

SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE APP AND SMALL VENUE TICKETING CONTENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL: (A) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SITE OR APP, THE SMALL VENUE TICKETING CONTENT OR THE SERVICES; (B) WARRANTIES OF TITLE; (C) WARRANTIES OF NON-INFRINGEMENT; AND (D) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, INOPERABILITY OR TRANSMISSION, COMPUTER VIRUS, MALICIOUS SOFTWARE, CYBER-ATTACK, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY

ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER VISITORS OR USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

NEITHER WE, NOR ANY OF OUR AGENTS, AFFILIATES, OTHER AFFILIATED PERSONS OR ENTITIES, CO-BRANDERS, OR PARTNERS SHALL BE LIABLE FOR ANY DIRECT (IN EXCESS OF THE LIMITATION OF LIABILITY HEREINAFTER PROVIDED), INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR DATA, OR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SITE THE APP, THE SMALL VENUE TICKETING CONTENT OR THE SERVICES, OR INABILITY TO GAIN ACCESS TO OR USE OF THE SITE OR THE SERVICES WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SMALL VENUE TICKETING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL SMALL VENUE TICKETING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT, IF ANY, THAT YOU PAID TO SMALL VENUE TICKETING OVER THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OF LIABILITY, OR FIFTY DOLLARS, WHICHEVER IS GREATER.

## **11. OTHER WEBSITES**

The Site and App may provide, or may from time to time provide, links to third party websites via which third party services or third-party content can be accessed or downloaded (e.g., third party payment processors). Because we have no control over such third party websites, services or content, you acknowledge and agree that SMALL VENUE TICKETING is not responsible for the availability, content, services, acts or omissions of such external websites or resources or their owners, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources. You further acknowledge and agree that SMALL VENUE TICKETING is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such website.

## **12. SUSPENSION, TERMINATION AND SURVIVAL**

You may terminate your account and/or access at any time by providing written notification to us. Termination shall not affect your obligations to us in accordance with this Agreement or any additional terms.

SMALL VENUE TICKETING has the right to, without notice, to change payment methods from weekly to post-show payments. Additionally, SMALL VENUE TICKETING has the authority to make debits or take other corrective actions, if necessary, in relation to any deposit made by Small Venue Ticketing® into the account, with or without notice.

We reserve the right in our sole discretion to terminate or suspend the Services, this Agreement, or your access to or use of the Site or App at any time without notice for any reason, including, in the case of this Agreement, for your violation of any of its provisions. In the event of any such termination or suspension, SMALL VENUE TICKETING will not be responsible for any lost opportunities or other damages or loss that you may incur because of such suspension or termination. Upon any breach by you of this Agreement, SMALL VENUE TICKETING reserves the right, at its sole discretion, to pursue all its legal remedies, including but not limited to deletion of your User Content, or communications with the Site and immediate termination of your account and/or access.

The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

### **13. INDEMNIFICATION**

You agree, to the fullest extent permitted by applicable law, to forever hold harmless, defend and indemnify SMALL VENUE TICKETING and its agents, employees, representatives, directors, officers, successors, and assigns other affiliates (“Indemnified Parties”) from and against any and all loss, cost, claims, liabilities, damages, disputes and expenses, including without limitation reasonable attorney’s fees and court costs, arising out of:

- a) Your violation of any of the terms of this Agreement, or any information, software, files, messages, or other User Content posted and/or transmitted to the Site or App by you;
- b) Your uploading, posting, or otherwise using the Site or App in any way whatsoever to make public any User Content or other information that is defamatory, slanderous, libelous, false, dishonest, unfounded, untruthful, inaccurate with respect to another Visitor, User, or any third party;
- c) Your use of and access to the Site, the App, the Services, or the SMALL VENUE TICKETING Content;
- d) Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- e) Any claim that your User Content communications, or postings causes damage to or infringes the intellectual property rights, privacy rights, or other rights of a third party; or
- f) Any claim that any SMALL VENUE TICKETING Content, User Content, communications, or posting, by another Visitor or User violates any of your rights, is untrue, is defamatory, is disparaging, is inaccurate, misrepresents you, misrepresents a product or service that you provide, or causes any loss, damage, lost opportunity, expense, harm, or injury to you, your agents, successors, or assigns.

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter but shall remain responsible to reimburse SMALL VENUE TICKETING and each of the Indemnified Parties for its defense expenses. This section shall survive the termination or cancellation of these Terms of Use or any termination or suspension of your use of or access to all or any aspect of the Services.

### **14. YOUR OBLIGATIONS**

If you are located outside of the United States, you are notified and aware that the User Content or other information you provide to us is anticipated to be transferred to the United States. Whenever you submit any User Content or other information to us, you consent to this transfer and all related transfers, and you promise and agree not to make any transfer (including without limitation, transfers to us) except as permitted by applicable law. We make no representation that the User Content, SMALL VENUE TICKETING Content, the Services or any posted information are appropriate or available for use in locations outside the United States. Access to or use of the Site or the App from jurisdictions where the Services, the

User Content, or the SMALL VENUE TICKETING Content or other information or communications, are or may be illegal, is prohibited. If you are an international Visitor or User (a) you are responsible for compliance with all local laws, (b) you represent and warrant that you are authorized to release to us the information contemplated in these Terms of Use, and (c) you forever release SMALL VENUE TICKETING and the Indemnified Parties from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any violation of such local laws, and whether or not you may have made us aware of any such matters.

## 15. GENERAL PROVISIONS

Severability/Waiver. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of SMALL VENUE TICKETING rights hereunder.

Compliance with Laws. Each Visitor and User shall promptly comply, at its own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the activities or Services pursuant to this Agreement.

No Third-Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement.

Relationship of the Parties. You and SMALL VENUE TICKETING are acting as independent contractors with respect to the activities hereunder. Nothing in this this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor SMALL VENUE TICKETING shall have any right or authority to bind or obligate the other in any manner to any third party.

Assignment. SMALL VENUE TICKETING reserves the right to assign the Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Your rights and duties under these Terms are not assignable by you without written consent of SMALL VENUE TICKETING.

Section Headings. All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

Governing Law. You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the United States of America and the State of Georgia, without regard to conflict of laws principles.

Limitations Period. You must file any claim or suit related to our Site or App within one year after the cause of action arises.

Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of GEORGIA, and all claims arising out of or relating to this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of GEORGIA. Any dispute arising out of or relating to your use of the Application or otherwise related to this Agreement, including without limitation regarding any breach hereunder, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in Columbia County, State of GEORGIA, by an arbitrator with applicable industry expertise in the mobile app industry, who shall be named in accordance with such rules. The award of the arbitrator shall be final and binding on you and us and shall be accompanied by a statement of the reasons upon which the award is based, and such statement as well as all information concerning such an arbitration proceeding including without limitation all evidence and materials submitted by you or us shall be kept strictly confidential by you. You shall pay for your own legal costs and expenses involved in any such arbitration, including without limitation reasonable attorneys' fees, and we shall pay for all of our such costs and expenses unless the matter being arbitrated involves your breach of any of the provisions of this Agreement, in which case you shall pay both for your as well as for our legal costs and expenses including without limitation reasonable attorneys' fees incurred by us in pursuing such a claim. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in Richmond or Columbia County, Georgia, USA, and you consent to exclusive jurisdiction and venue in such courts. If you are a citizen of a country that does not permit internet transactions to be governed by the laws of Georgia and/or the applicable United States federal law as above referenced in accordance with this Agreement, please immediately cease use of the Site and terminate your Account and/or access by written notification to us of such termination.

Miscellaneous. No agency, partnership, joint venture, or employment is created as a result of the Terms of Use, and you do not have any authority of any kind to bind SMALL VENUE TICKETING in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

The Site and App is designed to ensure people with disabilities have equal access to the content and Services, and SMALL VENUE TICKETING strives to meet the Web Accessibility Initiative's Web Content Accessibility Guidelines (WCAG) 2.0 guidelines.

## 16. CONTACT US

If you have any other questions regarding these Terms of Use, please feel free to contact us by accessing the “Contact Us” tab on the Site.

**California Residents Only:** If you are a California resident, you are entitled to request notice of certain information about the user information that we may share with third parties for marketing purposes (e.g., the categories of user information shared, and contact information of applicable third parties), as well as request that we disclose to you what personal information we collect, use, disclose and sell about you, and the right to request deletion of personal information we collect or maintain about you. If you would like to exercise any of these rights, please contact us using the details below. You also have the right to opt out of the sale of your personal information (as defined by applicable law), which you may exercise by contacting us, and to not be treated in a discriminatory manner for having exercised your rights regarding your privacy rights under the CCPA.

**Nevada Consumers Only:** If you would like to submit a request pursuant to Nevada Senate Bill 220, please contact us as provided herein.