



EventBooking.com Access and Service Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICE PROVIDED TO YOU BY EVENTBOOKING.COM, LLC ("EVENTBOOKING.COM"). BY USING EVENTBOOKING.COM'S INTERNET SERVICE, YOU UNCONDITIONALLY ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVENTBOOKING.COM'S ACCEPTABLE USE POLICY, AND SUCH OTHER USER POLICIES AS EVENTBOOKING.COM MAY ESTABLISH FROM TIME TO TIME. THIS AGREEMENT IS EFFECTIVE FROM CUSTOMER'S ACCEPTANCE THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE EVENTBOOKING.COM INTERNET SERVICE, AND SHOULD CONTACT EVENTBOOKING.COM TO CANCEL YOUR ACCOUNT. IF YOU ARE A CURRENT EVENTBOOKING.COM CUSTOMER WHEN THIS AGREEMENT IS ACTIVATED, YOUR CONTINUED USE OF EVENTBOOKING.COM INTERNET SERVICE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

1. SERVICE.

- a. EVENTBOOKING.COM will provide the Customer access to their personal EVENTBOOKING.COM account (the 'Service') subject to the terms and conditions of this Agreement and the EVENTBOOKING.COM Acceptable Use Policy. "Customer" as used herein, means an individual, a corporation or a legal entity who uses the Service. Customer agrees to comply with the terms of the EVENTBOOKING.COM Acceptable Use Policy posted on the EVENTBOOKING.COM website.
- b. EVENTBOOKING.COM makes no guarantees or warranty as to the continuous availability of the Service or any specific feature of the Service. EVENTBOOKING.COM reserves the right to change the Service or any of its features at any time with or without notice.
- c. EVENTBOOKING.COM shall have the right to modify this Agreement at any time in any manner. Any modification shall be effective 30 days after Customer's receipt of notice by electronic mail or conventional U.S. Mail. Continued use of the Service following notification of any modification to this Agreement shall be deemed acceptance of all such modifications; provided that Customer may elect to terminate the Agreement by providing EVENTBOOKING.COM notice to EVENTBOOKING.COM before the change is effective.

2. REGISTRATION REQUIREMENTS.

- a. Customer agrees to provide EVENTBOOKING.COM with accurate and complete billing information including Customer's legal name, address, and telephone number. All changes to this information must be reported to EVENTBOOKING.COM within 30 days of the change.
- b. By accepting this Agreement, Customer agrees to be responsible for all charges posted to Customer's account until the account is cancelled as specified herein. Each Customer is responsible for the use of his/her/its Service account(s) under any name on that account by any person and for ensuring compliance with this Agreement by all users of his/her/its Service account.

3. FEES.

- a. Customer agrees to pay EVENTBOOKING.COM all fees and charges for the Service including all applicable set-up fees (if any), monthly or yearly flat-rate usage fees (or other rate plan selected) or software licenses, or fees specified on a request for Deliverables, as defined in Section 12, when such fees and charges become due.

- b. Access to the Service is provided via a password-protected Internet Web site. Customers must use an Internet Service provider and an appropriate Internet Web browser to access the web site. EVENTBOOKING.COM does not provide Internet access.

- c. Current prices for EVENTBOOKING.COM services may be obtained by calling 1-865-966-4900. EVENTBOOKING.COM reserves the right to change prices and institute new fees. EVENTBOOKING.COM may change rates or institute new charges at any time upon 30 days prior notice to Customer.

- d. If Customer's account is delinquent, Customer's account may be canceled at EVENTBOOKING.COM's sole discretion.

- e. Customer agrees to pay all sales and use taxes, duties, or levies which are required by law, unless Customer provides a tax exemption certificate acceptable to the taxing authority. EVENTBOOKING.COM shall have the right to bill and collect any applicable taxes of Customer where required by law.

- f. Customer must contact the EVENTBOOKING.COM Customer Service Department within 60 days of the invoice or transaction date of the charge if Customer believes EVENTBOOKING.COM has made a billing error. Refunds, credits or adjustments will not be given for any charges which are more than 60 days old.

- g. If Customer has not paid all sums due EVENTBOOKING.COM in accordance with the terms hereof, a monthly finance charge equal to the lesser of (a) 1% per month, or (b) the highest amount permitted by law, shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges. Customer is liable to EVENTBOOKING.COM for any and all costs and expenses incurred by EVENTBOOKING.COM, including without limitation attorneys' fees and expenses, in collection of any past due amounts hereunder.

4. USE OF THE SERVICE.

- a. Customer and any persons authorized by Customer are the only individuals who are authorized to access the Service through Customer's EVENTBOOKING.COM account. Customer shall ensure that all authorized users of the account comply with this Agreement.
- b. Customer shall be responsible for maintaining the confidentiality of passwords used by Customer and authorized users of the account.
- c. Customer is responsible for providing and maintaining all equipment and other software necessary to access the Service.
- d. Customer expressly agrees not to use the Service or permit others to use the Service through Customer's account in any way that violates any law or regulation; subjects EVENTBOOKING.COM to liability of any kind; or is in contravention of EVENTBOOKING.COM's Acceptable Use Policy. Customer further agrees not to use the Service in a manner that will disrupt or interfere with any third parties' use or enjoyment of the Service.

5. DISCLOSURE OF MEMBER INFORMATION; LICENSE.

- a. Customer grants to EVENTBOOKING.COM a non-exclusive, royalty-free, worldwide, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, and publicly display any information that the Customer submits to **public areas only** of the Service (such as PUBLIC CALENDAR, VENUE AVAILS, ARTIST AVAILABILITY or ARTISTS ITINERARIES) by all means and in any media now known or hereafter developed.

- b. Customer grants to EVENTBOOKING.COM the right to use Customer's name in connection with all advertising, marketing and promotional material related thereto. Customer shall approve all use of Customer's marks and logos. At any time, Customer may request in writing that EVENTBOOKING.COM not use Customer's name in connection with any advertising, marketing or promotional materials.

6. NO WARRANTIES PROVIDED BY EVENTBOOKING.COM.

- a. Customer assumes full responsibility and risk for use of the service and the internet by Customer and Customer's authorized users. The Service is provided on an 'as is' and 'as available' basis. EVENTBOOKING.COM does not warrant that the Service will be uninterrupted or error-free. EVENTBOOKING.COM MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICE OR DELIVERABLES, AS DEFINED IN SECTION 12, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH EVENTBOOKING.COM OR ON THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY EVENTBOOKING.COM, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS SHALL CREATE A WARRANTY.

- b. EVENTBOOKING.COM SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, AND EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICE OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF DATA, INCORRECT OR CORRUPTED DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF CUSTOMER FOR SUCH DAMAGES, EVEN IF EVENTBOOKING.COM KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE

REMEDY AND THE TOTAL LIABILITY OF EVENTBOOKING.COM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF THE SERVICE, SHALL BE LIMITED TO PAYMENT BY EVENTBOOKING.COM OF DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED TO CUSTOMER FOR THE SERVICE OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT IN THE THREE MONTHS PRECEDING THE CAUSE OF ACTION. EVENTBOOKING.COM SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR ANY CLAIMS OF PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS, MADE AGAINST CUSTOMER INCIDENT TO THE USE OF THE SERVICE OR DELIVERABLES.

7. REMEDIES OF CUSTOMER.

If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by canceling the account by following the procedures described in this Agreement. Of course, EVENTBOOKING.COM hopes that the Customer will contact us so we can attempt to remedy the problem.

8. INDEMNITY.

Customer agrees to defend, indemnify, and hold EVENTBOOKING.COM, its employees and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by Customer or those who access the Service through Customer's account and the use of the Service or the internet and the placement or transmission of any message, information, software, or other materials on the internet by Customer or by those who have access to the Service through Customer's account.

9. TERMS OF AGREEMENT.

This Agreement is effective from Customer's acceptance thereof, which is indicated by clicking the 'Yes' button or similar button or upon the initial use of the Service through the Customer account, whichever occurs first. If Customer is a current EVENTBOOKING.COM Customer when this Agreement is activated, continued use of the Service shall constitute acceptance of this Agreement by Customer. This Agreement shall continue in effect until either party gives the other party notice of termination as provided herein.

10. TERMINATION OF AGREEMENT.

- a. Customer shall have the right to terminate this Agreement at any time with or without cause upon notice to EVENTBOOKING.COM as set forth in Section 11a. Customer will receive a written confirmation of cancellation through U.S. mail unless notice of cancellation is provided via the EVENTBOOKING.COM electronic website or e-mail. Charges to Customer's account will stop accruing the day of receipt of notice of cancellation by EVENTBOOKING.COM. EVENTBOOKING.COM will NOT issue refunds for any fees paid in advance, unless otherwise agreed to in advance, in writing, with the CUSTOMER.
- b. EVENTBOOKING.COM may terminate this Agreement at any time with or without cause upon 30 days prior notice; or, immediately upon notice if Customer, or any person who has access to the Service through Customer's account, commits a breach of this Agreement or the EVENTBOOKING.COM Acceptable Use Policy including but not limited to a breach of any obligation imposed under Section 4 or failure to pay any charges within 30 days of the date they accrue.
- c. Upon termination of this Agreement, all rights granted to Customer and Customer's authorized users under this Agreement shall immediately cease and terminate.
- d. Termination of this Agreement does not release Customer from the obligation to pay all accrued charges under this Agreement.
- e. EVENTBOOKING.COM's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

11. NOTICE.

- a. Customer may change or cancel his/her/its EVENTBOOKING.COM account by the following means only:

i. First-class registered or certified mail, return receipt requested addressed to EVENTBOOKING.COM, LLC, Account Termination, 2575 Willow Point Way, Suite 109, Knoxville, TN, 37931

ii. By calling 1-865-966-4900 and speaking with a Customer Representative.

iii. By email to gosupport@eventbooking.com

b. EVENTBOOKING.COM may provide notice to Customer by the following methods: First-class registered or certified mail, return receipt requested First-class registered or certified mail, Electronic mail (e-mail) addressed to Customer's e-mail account; general posting to the website that Customer logs into; or by U.S. Mail or courier service at the address Customer provided EVENTBOOKING.COM when Customer registered for the Service. All notices or other communications to Customer shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or posting or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

c. EVENTBOOKING.COM has the right to distribute information to its customers that it believes is informative in nature.

d. Customer

12. PROFESSIONAL SERVICES.

a. Additional Work. Customer may request custom deliverables ("Deliverables") from EVENTBOOKING.COM from time to time. The Deliverables and EVENTBOOKING.COM's work on the Deliverables is subject to all the terms and conditions of this Agreement.

b. Ownership; License. EVENTBOOKING.COM retains all right, title and interest in the Deliverables. EVENTBOOKING.COM agrees to provide Customer access to the Deliverables under the terms and conditions of this Agreement, as modified by a writing related to the Deliverables, if applicable. The definition of Services in this Agreement includes the services provided by the Deliverables.

13. MISCELLANEOUS.

- a. EVENTBOOKING.COM's failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, United States of America, without regard to its conflicts of law provisions. Customer consents and agrees that the jurisdiction and the exclusive and sole venue are the federal and state courts having jurisdiction for Knoxville, Tennessee with respect to all disputes arising out of or in connection with this Agreement, Customer's use of the Service or otherwise between Customer and EVENTBOOKING.COM. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- c. Neither this Agreement, nor any of Customer's rights or obligations arising hereunder, shall be transferable or assignable by Customer to any third party without EVENTBOOKING.COM's prior written consent. EVENTBOOKING.COM has the right to assign this Agreement, in whole or in part, or to subcontract its obligations under this Agreement, in whole or in part, without notice to you and upon such assignment, EVENTBOOKING.COM shall be released from all liability hereunder.
- d. This Agreement and the Acceptable Use Policy constitute the entire agreement between Customer and EVENTBOOKING.COM with respect to the Service.
- e. No amendment or modification to this Agreement by Customer shall be valid or binding on EVENTBOOKING.COM unless made in writing and signed by an authorized representative of EVENTBOOKING.COM.