

Terms of Use and Service

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You further understand and agree that any updates, enhancements or added features of any ForYourEvent Sites or services shall be made part of these Terms of Use. Additionally, certain ForYourEvent Sites may be subject to registration, processing and handling fees and/or subject to additional terms of use. You are responsible for promptly paying those fees to insure your right to access the associated ForYourEvent Sites and/or services.

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Copyright Complaints. ForYourEvent respects the intellectual property of others, and we ask our content partners and ForYourEvent members to do the same. If you believe that your copyrighted work has been impermissibly copied or used and is accessible on the ForYourEvent Sites in a way that constitutes copyright infringement, you may notify ForYourEvent by providing ForYourEvent's copyright agent the following information:

- a. an electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
- b. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- c. Identification of the location where the original or an authorized copy of the work exists, for example the URL (i.e., web page address) where it is posted or the name of the magazine in which it has been published.
- d. Identification of the URL or other specific location of the ForYourEvent Sites where the material that you claim is infringing is located, including enough information to allow us to locate the material.
- e. Your name, address, telephone number and e-mail address.
- f. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
- g. A statement by you, made under the penalty of perjury that the above information in your notice is correct and that you are the copyright owner or authorized to act on the copyright owner's behalf. ForYourEvent's agent for notice of claims of copyright infringement on the ForYourEvent site can be reached as follows:
General Counsel/VP of Corporate Affairs, The ForYourEvent, Inc, 10182 Telesis Court, Ste. 300, San Diego, CA, 92121. Phone: 1.888.543.7223.

2. Permitted Use of ForYourEvent Trademarks

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trademarks in any manner. Please make such requests by e-mail to info@ForYourEvent.com; we will evaluate your request as soon as possible.

3. Registration and Password

You are responsible for maintaining the confidentiality of your login ID and password (your "registration"). You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify ForYourEvent of any unauthorized use of your registration. You further represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to ForYourEvent, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ForYourEvent has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete. ForYourEvent has the right to immediately suspend or terminate your account and refuse any and all current or future use of the ForYourEvent Sites or related products and services (or any portion thereof). ForYourEvent makes every effort to protect individual privacy and personal information, and is particularly concerned about child privacy. Parents of children under the age of 13 who wish to allow their children access are required to provide their consent for any registration. By creating such a registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the registration. Unless you have notified us otherwise, You also give your child permission to access many areas of the ForYourEvent Sites related to the registration, including email, message boards and other registration related information. Please remember that the ForYourEvent Sites and ForYourEvent services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the ForYourEvent Sites areas and/or content are appropriate for your child.

Charges and Billing For ForYourEvent Sites. By registering for those ForYourEvent Sites, you hereby authorize ForYourEvent to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen service and registration for your account. You hereby understand and agree that in most cases, ForYourEvent will be charging your designated credit card in accordance with the payment schedule of the service for which you have registered, but some service fees may accumulate on your credit card account before they are actually charged to your credit card. You further understand and agree that it is your responsibility to notify ForYourEvent of any changes to your credit card or if your credit card has expired otherwise your access to the Service may be disconnected or interrupted. All fees shall be paid in U.S. dollars.

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

posts such modification on the applicable ForYourEvent Site(s). ForYourEvent also has the right to collect applicable taxes. You may cancel any your Account or any associated optional or upgraded services therefore at any time, but ForYourEvent will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

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

4. Disclaimer of Warranties

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5. Limitation of Liability

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6. Indemnification

You agree to defend, indemnify and hold harmless ForYourEvent, its affiliates, directors, officers, agents, partners, contractors, licensors, licensees from any claim, demand, loss, liability or expense (including reasonable attorneys' fees), relating to or arising out of: your use of ForYourEvent's services; the ForYourEvent Sites; any other websites accessed from or affiliated with the ForYourEvent Sites; any products purchased off of the ForYourEvent Sites or websites available from or related to the ForYourEvent Sites; your violation of these Terms of Use; content you submit, post, transmit or otherwise make available through the ForYourEvent Sites; or any other infringement committed by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

7. Termination

ForYourEvent reserves the right, in its sole discretion, to immediately and without any prior notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access the ForYourEvent Sites and/or any other service provided to you by ForYourEvent upon; (a) any breach by you of these Terms of Use or upon your demonstration of conduct that ForYourEvent determines to be inappropriate; (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the ForYourEvent Sites and/or ForYourEvent services (or any part thereof), (e) unexpected technical or security

issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Where your account or registration with ForYourEvent is terminated, you may be required to forfeit any credits, pre-paid fees, and any other amounts collected by ForYourEvent as part of your use and registration of the ForYourEvent Sites. ForYourEvent shall not be required to refund, redeem or pay any such amounts to you, and you shall remain liable to ForYourEvent for any charges, fees, commitments, and obligations incurred by you prior to such termination. All records, information, messages, content and other information related to your registration and account may also be deleted by ForYourEvent in its sole discretion without any notice or liability to you. ForYourEvent shall not be liable to you or any third party for any termination of your account, any associated account related or identifying information, or access to the ForYourEvent Sites and/or ForYourEvent services.

8. Applicable Law; Consent to Jurisdiction

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You agree that exclusive jurisdiction for any dispute with ForYourEvent, or in any way relating to your use of ForYourEvent, resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving ForYourEvent or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

9. Miscellaneous

ForYourEvent reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Terms of Use, the ForYourEvent Sites and/or ForYourEvent services (or any part thereof) with or without notice. ForYourEvent shall not be liable to you or to any third party for any modification, suspension or discontinuance. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. ForYourEvent may

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You represent to ForYourEvent that you have the authority to register with ForYourEvent according to these Terms of Use. The failure of ForYourEvent to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. ForYourEvent may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the ForYourEvent Sites. Except for certain ForYourEvent licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

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Contact

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