

The following terms and conditions (the "Terms" or "Agreement") govern all use of the Bounce website [www.eventswithbounce.com](http://www.eventswithbounce.com) (the "Site") and the Bounce App (the "App"), the products and services made available on or at the Site (collectively, the "Service"). The Service is owned and operated by DEK Industries, LLC; dba Bounce ("Bounce"). The Service is offered subject to your (the "User," "You") acceptance without modification of all of the terms and conditions contained herein and all other rules, policies and procedures that may be made available on the Service from time to time.

These Terms together with the privacy policy available at ("Privacy Policy"), limited warranty available at ("Limited Warranty"), and other additional agreements referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "Agreement."

Please, read these Terms and any additional terms applicable to your use of the Services before using it. By accessing or using the Services either as a registered user or not, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

Your use of, and participation in certain Services made available to you via the platform may be subject to additional terms that are not connected to ours and such additional terms will be presented to you for your acceptance when you make use of such additional services.

Throughout these Terms, we use "Bounce", "we", "us" and "our" to refer to the Bounce, offering our Services to you.

**IMPORTANT ARBITRATION NOTICE:** THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION

### **Changes to the terms**

We may modify these Terms at any time, at our sole discretion as they are subject to change. If we do so, we will let you know either by posting the modified Terms on the Service or through other communications such as the email address registered in your account. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the platform, you are indicating to us that you agree to be bound by the modified Terms.

If you do not agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

### **Eligibility, account registration and security**

You may need to register for an account to access some or all of our Services. Before you create an account, you confirm that you are eligible to use our service. By using the service, you warrant and represent that you are at least 13 years old or of the legal age in your jurisdiction old and you have the capacity, right and authority to enter a legal agreement and will abide by all the provisions of these Terms of Use. If you are not up to the legal age in your jurisdiction, your legal guardian or parent must consent to the content of these Terms.

If you register for an account with Bounce, you shall provide Bounce with accurate and complete registration information (including, but not limited to your email address and/or mobile telephone number and a password you will use to access the Service). You will also keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your Bounce account.

By registering to use Bounce, you agree that you will not:

- i. select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person;
- ii. create an account for anyone other than yourself without such person's permission;
- iii. be disrespectful when communicating with any other user of the service;
- iv. create a user name or Bounce account that is subject to any rights of a person other than you without appropriate authorization;
- v. collect email addresses and/or other contact information of other users from the Service in order to send unsolicited emails or communications;
- vi. create a user name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful; or
- vii. create a user name or Bounce account that is subject to any rights of a person other than you without appropriate authorization.

Bounce reserves the right to refuse registration of or cancel a user name, at its sole discretion.

You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Bounce account password. You shall never use another user's account without such other user's prior express permission. You accept responsibility for all activities that occur under your User Account you will immediately notify Bounce in writing of any unauthorized use of your account or other account-related security breaches of which you are aware

#### **Bounce role and scope of service**

Bounce provides you with access to some great and interesting content! The Service allows users to plan events, create events, get access to events and related activities. These events and activities listed on the Platform are not created nor organized by Bounce. We intend that the information made available on our Platform will be provided to serve as a general overview on matters of interest. The information on our Platform is not intended to be comprehensive, up to your expectation, nor does it constitute advice or our recommendation in any way.

We attempt to ensure that the content is current and accurate but we do not guarantee its currency and accuracy. You should carry out your research and/or seek your advice before acting or relying on any of the information made available to you on the Platform. So, to use the Content, the Services and Platform, we grant you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable and non-sublicensable license to it.

You acknowledge and agree that certain events, information and services made available through the Platform may require users to purchase and/or register before being granted access. Where any event or service requires purchase and/or registration, you agree that you will comply with the required purchase or registration process and observe and be bound by applicable Terms to such event or service.

#### **Access, License and Restrictions**

Subject to the terms and conditions of this Agreement, the software and services provided in connection with the Service is solely for your personal use, and not for the use or benefit of any third party. Bounce may change, discontinue or suspend the Services, including the availability of any feature, content or database, at any time.

Subject to these Terms of Use, you are granted the right to access the Service. To the extent you choose to access the Service, you do so at your initiative and agree to use the Service only as permitted by these Terms of Use and any applicable law, regulation, or additional policies or guidelines we may make available. The Service, or any feature or part thereof, may not be available in all languages or all countries and we make no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location.

You must not:

- a. remove, obscure or alter any copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Service;

- b. access or use the Service in any manner that attempts to copy, extract, scrape or reutilize any portions of the data or content provided by the Service, including bulk downloads or feeds of map data or imagery, or the creation of any databases based upon results from the Service;
  - c. reproduce, modify, translate, or create derivative works of the Service or any portion thereof;
  - d. decompile, decrypt, reverse engineer, disassemble, or attempt to derive the source code of, the Service or any portion thereof, except as and only to the extent this restriction is prohibited by applicable law;
  - e. rent, lease, loan, sublicense, publish, transfer, sell, or redistribute access to or use of the Service, or any portion thereof, in any manner;
  - f. bypass any security or other features of the Service designed to control how the Service is used, harvest, or mine User Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
  - g. use, display, mirror, frame, or utilize framing techniques to enclose the Service or any content available through the Service ("Content") or any portion or component of the Service, unless and solely to the extent we provide the means for embedding any part of the Service or the Content;
  - h. exploit the Service in violation of these Terms of Use or in any unauthorized way whatsoever, including, but not limited to, using the Service to transmit any computer viruses, worms, trojan horses or other malware, or by trespass, burdening network capacity, or otherwise interfering with other user's enjoyment of the Service;
- or

use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and you agree that we are not in any way responsible for any such use by you.

### **Intellectual property**

All content, including text, pictures, or graphics, on the site that has been contributed by users of the Platform is designated as open content.

(a) You acknowledge that the Content on the platform is subject to copyright, trademark and possibly other intellectual property rights. In these Terms and Conditions, "Content" means anything that you may see, read, hear, upload, download or access on or via the platform (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject-matter on the platform.

(b) Unless you are expressly authorized by us, or otherwise by law, you must not do any of the following yourself or permit or authorize any other person to:

- i. sell, reproduce, publish, distribute, communicate to the public (e.g. by making available online or electronically transmitting) modify, display, perform in public, prepare derivative works based on or make an adaptation of, repost or otherwise use any of the Content (or any readily identifiable portion of the Content) in any way without our prior written consent; or
- ii. otherwise, infringe the intellectual property rights of any person in using the platform or any Content.

(c) Nothing you do on or in relation to the Platform will transfer any intellectual property rights to you or license to you any intellectual property rights unless this is expressly stated.

(d) You agree that Bounce owns the copyright and trademarks in the marketing logo, the domain name(s), the advertising tag line(s), and the corporate logo (the Bounce Trademarks).

All rights in the Bounce logo, graphics, design, sound files, pictures and other files, and the selection and arrangement thereof and any other content not contributed by users ("Your Content") are the property of Bounce and/or its affiliates or licensors.

The Bounce name and logo are registered trademarks of Bounce. All other trademarks displayed on Bounce's Service are the trademarks of their respective owners and are not intended to imply any endorsement or affiliation between Bounce and such owners.

Bounce disclaims any responsibility for the content of any third-party content provided through or on our Services. We do desire to respect all copyrights and respond promptly when notified of the infringement of those rights.

### **Ticket fees, purchase terms, changes in event and refunds**

Ticket Fees and Purchase: Any ticket for a ticketed event that you purchase through the Bounce service is subject to the event organizer's terms and conditions and may be revoked by the issuer or the organizer of the event for any form of breach. Any announcement or representations made by the event organizer at any time regarding the event are the responsibilities of the event organizer and not Bounce. The event organizers set the ticket prices.

Bounce does not charge any fee for users to make use of the Platform. You agree to pay fees and any associated taxes applicable to any payment you make via the Bounce Platform.

Changes in Event and Refunds: In the event of event cancellation by the event organizer, the purchase will be refunded to you via the same payment method used for the original purchase of the event ticket. In the event of an event rescheduling or postponement, purchased tickets for the original event date will remain valid for the new date(s) subject to the event's terms and conditions.

Users who purchased tickets for the original date of a rescheduled event may seek a refund for the value of the purchased ticket(s) by contacting the event organizer prior to the rescheduled date. Proof of purchase may be required for any refund.

If an event organizer authorizes ticket refunds for a rescheduled or cancelled event, such refund will be made via the same payment method used for the original purchase.

Before purchasing ticket(s) for an event, you understand and agree that an event is subject to changes and subject to the event's terms and conditions stipulated to that event as part of the event information. The terms and conditions for the event shall be made accessible to you as part of the event information.

### **Content owned by bounce**

You agree that all content and materials (collectively, "Content") delivered via the Service or otherwise made available by Bounce via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by Bounce in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, as a user of the Bounce service, you may print or download a reasonable number of copies of the materials or content for your own informational purposes; provided, that you retain all copyright and other proprietary notices as described in the "Intellectual Property" clause above. Reproducing, copying or distributing any content, materials or design elements on the service for any other purpose is strictly prohibited without the express prior written permission of Bounce.

### **User content made available on the service and our rights to such content**

Certain contents on the Service may be made available by other users of the Service; including event information, videos, images, folders, photos, text, opinions and other types of contents ("User Content"). When you make use of our Site and Services, you may also be submitting digitally generated content to the platform.

As between you and Bounce, you retain ownership of whatever content you upload to the service as a user. Nevertheless, you grant us a non-exclusive, transferable, perpetual, sub-licensable, royalty-free, non-revocable and worldwide license to host, copy, modify, reproduce, edit, publish, create derivative works from, publicly display, distribute and otherwise use the User Content to enable us to develop, make available, promote and improve the Bounce platform and service. You agree not to contest any modifications made by Bounce and hereby waives any claims with respect thereto. For clarity, the foregoing license grant to Bounce does not affect your ownership or license rights in your content made available on the service, including the right to grant additional licenses to the content in any of your submitted content.

In connection with your content made available on the Bounce Service, you affirm, represent, and warrant that:

- i. you own or have the necessary rights, licenses, consents, and permissions to use and authorize Bounce to use such content and to enable inclusion and use of such content in the manner contemplated by the Service and this Terms;
- ii. You have the written consent, release, and/or permission of every identifiable individual in your content to use the name or likeness of every such identifiable individual to enable inclusion and use of the content in the manner contemplated by the Service and the Terms herein; and
- iii. the posting of your content on or through the Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any individual or entity. You agree to pay all royalties, fees, and other monies owing to any individual or entity by reason of any content posted by you to or through the Service.

Also, by making available content on the platform, you grant all users of the Bounce service the permission to view your uploaded content for their personal, non-commercial purposes. This includes the right to save such content as event information, videos, events images, schedules, tours and guides within the Bounce platform.

You shall be solely responsible for all and the consequences of sharing, posting or publishing them. You agree that Bounce has no liability with respect to any of your content, and you hereby irrevocably release Bounce and its officers and directors, employees, agents, representatives and affiliates, from any and all liability arising out of or relating to your content or any part thereof.

Bounce does not endorse any User Content, submission, opinion, recommendation, or advice expressed therein, and Bounce expressly disclaims all responsibility or liability in connection with User Content Submission(s).

#### **User content monitoring and disclaimer**

Although, we are under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content, Bounce may, however, screen and approve all user content before they are made available on the Service.

Also, at any time and without prior notice, we may screen, remove, edit, refuse to publish, or block any User Content that in our sole judgment considers that;

- i. the Content is unlawful in any way, including because it is defamatory or breaches laws about unlawful discrimination, racial vilification, privacy or contempt;
- ii. violates the terms provided herein these Terms;
- iii. the content is false or misleading;
- iv. publication of the Content will infringe intellectual property rights (including copyright) or a person's moral rights;
- v. the content is offensive, abusive or obscene;
- vi. or is otherwise objectionable.

You understand that when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. Certain contents made available through the Bounce platform are not owned by Bounce but by other users or third parties, and Bounce does not control or actively monitor the content and we expressly disclaim any and all liability in connection with such Content.

#### **Third-party distribution channels**

Bounce's App and Services may be made available through the Apple App Store, the Google Play Store or other distribution channels. If you obtain Bounce's App and Services through such a distribution channel, you may be subject to additional terms of the distribution channel. These Terms of Service are between you and us only, and not with the distribution channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

This paragraph applies to any App that you acquire from the Apple App Store or use on an iOS device:

- i. Bounce and you acknowledge that these Terms and Conditions are concluded between Bounce and you only, and not with Apple. As between Bounce and Apple, Bounce, not Apple, is solely responsible for the App and the content thereof.
- ii. You may not use the App in any manner that is in violation of or inconsistent with the Usage Rules set forth for the App in, or otherwise be in conflict with, the App Store Terms of Service.
- iii. Your license to use the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- iv. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- v. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be, as between Bounce and Apple, Bounce's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- vi. Bounce and you acknowledge that Bounce, not Apple, is responsible for addressing any claims of you or any third party relating to App or your possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
- vii. In the event of any third party claim that the App or the end-user's possession and use of that App infringes that third party's intellectual property rights, as between Bounce and Apple, Bounce, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- viii. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- ix. If you have any questions, complaints or claims with respect to the App, you should direct them to Bounce as follows: email to [support@eventswithbounce.com](mailto:support@eventswithbounce.com).
- x. You must comply with applicable third party terms of agreement when using the App

Bounce and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions with respect to the App, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you with respect to the App as a third party beneficiary thereof

#### **Obscene and offensive content**

We are not responsible for any obscene or offensive content that you receive or view from others while using our service. However, if you do receive or view such content, please contact us by email at [support@eventswithbounce.com](mailto:support@eventswithbounce.com) so that we can investigate the issue. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our service.

#### **Representation and prohibited use**

Although we are committed to providing a safe user experience, we do not guarantee that the platform, or any content in it, will be safe, error-free or uninterrupted, or that it will be free from bugs or viruses.

From time to time, access to the service may be interrupted, suspended or restricted, including because of a fault, error, unforeseen circumstances or scheduled maintenance. We shall not be liable to you for any loss or damage that you may suffer as a result of the service being unavailable at any time for any reason.

You agree, undertake and confirm that your use of the platform shall be strictly in accordance with the following binding guidelines. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

- i. belongs to another person and to which you do not have any right to make use of or promotes an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices;
- ii. is grossly harmful, harassing, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or,
- iii. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual or provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- iv. Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept or expropriate any system, data or personal information;
- v. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- vi. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult);
- vii. tries to gain unauthorized access or exceeds the scope of authorized access to the service or to profiles, blogs, communities, account information, bulletins, or other areas of the service or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- viii. Interferes with another user's use and enjoyment of the service or any other individual's user and enjoyment of similar services;
- ix. Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the service or contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

### **Cyberbullying and internet harassment**

Cyberbullying and Internet harassment are prohibited within our community. Although we support free speech rights, such rights are limited where the purpose or effect of the expression is to bully, harass, threaten, ridicule, embarrass, and/or intimidate others. This is particularly true in matters involving race, ethnicity, national origin, religion, gender, sex, sexual orientation, physical disability, and/or mental condition.

Suppose we decide, in our sole discretion, that you have committed cyber-bullying acts or Internet harassment. In that case, we reserve the right to unilaterally suspend or ban your use of our service immediately with or without notice to you. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove material posted to the service that we determine constitutes cyber-bullying or Internet harassment.

If we suspect that the cyberbullying acts or Internet harassment constitute illegal activity, we may, in our sole discretion, provide information to law enforcement or other government officials for purposes of investigating the misconduct. Examples of illegal conduct include, but are not limited to, threats of violence, sending sexually explicit images, and stalking others. This sharing of information is consistent with our Privacy Policy terms governing the suspected illegal activity.

### **Safety, interaction with other users and assumption of risk**

Though we encourage a respectful and seamless user experience during an event, we will not be held responsible for the conduct of any user on or off the Bounce platform. You agree to use caution and apply common sense in all interactions with other users, especially in the event when you decide to communicate off the platform or meet in person.

We are not responsible for verifying Users that make use of the platform. As such, it is your responsibility to be careful when communicating or interacting with other Users. You understand and agree that Bounce does not, and cannot, confirm that each User is who he/she/they claim to be. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User, and you release Bounce, its subsidiaries, and their respective employees, directors, and agents from all claims, demands, and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

### **Software and software updates**

For the software you are authorized by Bounce to download via the Service, Bounce grants you a personal, nontransferable, nonsublicensable, nonexclusive license to use such software solely for User's personal, non-commercial use, and only in accordance with these Terms provided by Bounce.

The App may cause the Product to communicate with the Bounce servers to deliver the functionality and certain features to the app in order to keep the app running smoothly. We may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve or otherwise modify the performance of the App and related services ("Updates"). These Updates may be installed on the software distribution platform of App Store or Google play or the other platforms by providing additional notice.

When you make use of the Bounce service, you understand that you are responsible for all internet fees, carrier data plans, and other associated fees.

### **Privacy**

By making use of the Bounce service, you further agree to be bound by the Bounce Privacy Policy. Kindly read our privacy policy as it will help you understand how and why we collect, make use of and share information that we collect about you and the rights that you have over your information.

### **Third-party content and resources**

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the App; ("Third-Party Content"). These other websites are not under Bounce's control, and you acknowledge that Bounce is not liable or responsible for the content, accuracy, functions, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Bounce.

You further acknowledge and agrees that Bounce shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource.

### **Copyright and infringement notification**

Bounce respects the intellectual property of others and asks its users of the platform to do the same. Bounce's Service may not be used to transmit, retransmit, distribute, post, or store any material that is in violation of any rights of any person including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations.

Bounce has established procedures for enforcing this statement which is designed to be in accord with the Digital Millennium Copyright Act. If you believe that your copyrighted work has been copied and is accessible on any of Bounce's Services in a way that constitutes copyright infringement, please notify us.

In order to be valid, the notification must be in writing and must contain the following information:

- i. a description of the copyrighted content or other intellectual property that you claim has been infringed;
- ii. a statement by you that you have a good faith belief that the use of this content or intellectual property is not authorized and for which reason;



- iii. a detailed description of where this content or intellectual property is located on the Service, in order for us to find it;
- iv. your address, telephone number, and email address;
- v. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- vi. a statement by you, made under penalty of perjury, that the above information provided by you in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the behalf of the copyright or intellectual property owner.

Please note that (i) any person who knowingly misrepresents to Bounce that material is infringing shall be liable to Bounce and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by Bounce and/or the alleged infringer as a result of Bounce's reliance on such misrepresentation and removing or disabling access to such material. ii) Similarly, any person who knowingly misrepresents to Bounce that the material was removed or access blocked by mistake or misidentification shall be liable to Bounce and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by Bounce and/or the copyright owner or its authorized licensee as a result of Bounce's relying on such misrepresentation and replacing such removed or blocked material.

#### **Warranty disclaimer**

THE SERVICE (INCLUDING, WITHOUT LIMITATION, THE APP, THE SITE, CONTENT, MATERIALS AND THE OPPORTUNITY OF USERS TO CONNECT WITH EACH OTHER) IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

BOUNCE MAKES NO PROMISE OR WARRANTY THAT (I) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE RESULTS OF USING THE SERVICE (OR ANY USER SUBMISSION(S)) WILL MEET THE USER'S REQUIREMENTS; (III) THAT THE CONDUCT OR QUALITY OF ANY THIRD-PARTY CONTENT ACCESSED THROUGH THE BOUNCE SERVICE WILL BE SUITABLE. YOUR USE OF THE BOUNCE SERVICE IS SOLELY AT YOUR OWN RISK.

#### **Limitation of liability**

YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOUNCE WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY.

IN NO EVENT SHALL BOUNCE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE (OR ANY CONTENT, PROGRAMS OR INFORMATION AVAILABLE THROUGH THE SERVICE): (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR INFORMATION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR INFORMATION POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE AT OR THROUGH THE BOUNCE SERVICE, OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) USD\$100.00 OR ANY AMOUNT YOU PAID TO BOUNCE IN THE LAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

IN ADDITION, BOUNCE SHALL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USER'S INABILITY TO ACCESS OR OTHERWISE USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES).

YOU AGREE THAT IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THE SERVICE.

### **Termination**

Bounce may terminate User's access to all or any part of the Service at any time, with or without cause, effective upon notice thereof to User (provided that, if Bounce determines there may be an immediate threat to Bounce, it may terminate such access without notice).

Upon termination notice from Bounce, User will (i) no longer access (or attempt to access) the Service and (ii) delete all software (and copies thereof) provided in connection with the Service. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

### **Venue and governing law**

This Agreement and all aspects of the Services shall be governed by and construed in accordance with the internal laws of the United States and the State of Nevada governing contracts entered into and to be fully performed in Nevada (i.e., without regard to conflict of law's provisions) regardless of your location except that the Arbitration Clause (Arbitration) of this Agreement shall be governed by the Federal Arbitration Act.

### **Dispute resolution; arbitration**

#### Informal Negotiations

To expedite dispute resolution and control the cost of any dispute, controversy or claim related to this Agreement (or the breach, termination, enforcement, interpretation or validity thereof) ("Dispute"), you as a user of the Bounce Services agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other.

#### Agreement to Arbitrate

You and Bounce agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services, Products or Content (collectively, "Disputes") will be settled by binding arbitration in the event where informal negotiation did not work, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Bounce with written notice of your desire to do so by email at [support@eventswithbounce.com](mailto:support@eventswithbounce.com) within thirty (30) days following the date you first agree to these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide Bounce with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Bounce with an Arbitration Opt-out Notice, will be the state and federal courts located in the state of Nevada and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Bounce with an Arbitration Opt-out Notice, you acknowledge and agree that you and Bounce are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Bounce otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms

#### Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

#### Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration form and a separate form for Demand for Arbitration for California residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

#### Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Bounce will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

#### Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$10,000, Bounce will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

#### Changes

Notwithstanding the provisions as regards how we can make changes to these Terms, if Bounce changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [support@eventswithbounce.com](mailto:support@eventswithbounce.com)) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Bounce’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Bounce in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms)

#### **General provisions**

- a. **Severability**: If any provision of these Terms is determined by a court to be unlawful, unenforceable, or invalid as a whole, the parties agree that the court shall amend that provision to achieve as nearly as possible the same effect as the original provision and the remainder of these Terms will remain in effect.
- b. **Waiver**: No delay or omission by Bounce to exercise any right occurring upon any noncompliance on your part with respect to any of the terms of this Terms shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.
- c. **Assignability**: A user may not assign these Terms, or any of its rights or obligations hereunder, without Bounce’s prior written consent in the form of a written instrument signed by a duly authorized representative of Bounce. We may freely assign this Agreement and the other Terms without the User’s consent. Any

attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms herein are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties

- d. Entire Agreement: These Terms with other policies presented to you, constitute the entire agreement between you and us with respect to the platform and its use and supersedes all prior agreements, proposals, communications between the parties, and understandings, whether oral or written.

#### **Questions or complaints?**

Feedback, comments, requests for technical support, and other communications relating to the Services should be directed to us. Please contact us at [support@eventswithbounce.com](mailto:support@eventswithbounce.com).