

Terms and Conditions

Effective Date: July 10, 2020

These terms and conditions of use (“Terms”, “Terms of Use”, or “Agreement”) constitute a legally binding agreement and shall govern your access, use and enjoyment of our website, www.eventiquevirtual.com, (the “Website”, or “Site”), owned and operated by Events Group International, Inc. (“Eventique”, “Us”, “We”), and any related websites, domains, data, features, services, content, forums, or code that you may access or that is provided to you through the Site. You agree to the following terms and conditions:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, DOWNLOADING, PURCHASING, ENGAGING WITH, USING OR ATTEMPTING TO USE THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS THEN YOU MAY NOT ACCESS AND USE, OR ATTEMPT TO USE, THE SITE.

- 1. Acceptance of Terms.** By registering for, accessing, using and/or engaging with the Site, you expressly agree to the terms herein and agree that any dispute between us shall be through binding arbitration and you agree to be barred from engaging in any class action against Eventique, its owners, directors, officers, employees, lawyers, partners, affiliates or assigns.
- 2. Site Registration and Privacy.** In order to access and use the Site, you may be required to complete a registration form or otherwise provide Us with personal information to help identify you, enable you to create a user account, name and password, or to provide such additional information so that We can provide you with access to the Site (“Registration”). You are the sole authorized user of your account and you are responsible for maintaining the confidentiality of your log-in credentials, account number, if any, provided to you by Eventique. Your password will be created by you in some instances and you are responsible for maintaining it in confidence. You are also solely and fully responsible for all activities that occur under your user account and/or password, even if not expressly authorized by you. Should you suspect any unauthorized party may be using your password or account, or you suspect any other breach of security or violation of use, you agree to immediately contact Eventique to report your suspicion or evidence of violation. By providing your email and phone number, you hereby affirmatively consent to Eventique’s use of the same to contact you regarding your account, use, enjoyment, engagement, changes or updates to the Site, this Agreement the Privacy Policy, or for any marketing purpose, including reminders, push notifications, feedback or other information. Any information that We collect from you as part of Registration, is subject to our Privacy Policy, which is incorporated herein by reference. You agree to the terms of the Privacy Policy and are responsible for maintaining the confidentiality of your password and other information that you provide to Us. We are not responsible for the accuracy, truthfulness or completeness of the information that you provide for Registration. You hereby warrant that at all times, the information that you provide to Us is accurate, truthful, complete and correct. You will be solely responsible for any misuse of your Registration information and you agree to immediately notify Eventique

of any suspected or actual unauthorized or misuse of your information. Eventique shall be held harmless for any damage, loss, embarrassment or otherwise, caused by your failure to comply maintain the privacy of your information. By registering for the Site, you represent and warrant that you have the legal authority and right to enter in this Agreement and that you are at least eighteen (18) years old. You further warrant that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement and the Privacy Policy.

- 3. User Generated Content.** As part of your use and enjoyment of the Site, you may, from time to time, provide us with content in the form of comments, ideas, suggestions, information, images, messages, or other material, regardless of its medium, through chat rooms, message boards, comment sections, blogs, social media pages or feeds, or to us directly through email, US postal service, or by telephone (“User Generated Content”). You acknowledge and understand that none of the User Generated Content will be kept confidential and there is no expectation of privacy for any of the User Generated Content. You agree that any User Generated Content shall be appropriate for the Site and complies with this Terms of Use. You represent and warrant that you have the full right to use the User Generated Content, that it is original to you and that it does not violate the rights of others. By submitting User Generated Content, you grant Eventique, our partners, affiliates and assigns, a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, fully transferrable, assignable right and license to use, copy, reproduce, adapt, create derivative works from, modify, publish, translate, perform, and display the User Generated Content, in whole or in part, in any form, media, or technology, now known or discovered or developed in the future, for any lawful or commercial purpose, including marketing or solicitation of business, with or without your personal information, including your name, username, or other identifiable information, subject to the terms of our Privacy Policy. Eventique is not responsible for maintaining, saving or otherwise backing up any User Generated Content.
- a.** Eventique reserves the right to monitor, review and edit any User Generated Content or information posted on or submitted on the Site or Eventique. In the event that any User Generated Content or information submitted by you to Eventique becomes subject to legal proceedings or inquiries, We reserve the right to disclose any such information as necessary, pursuant to any applicable law, rule, regulation, order, or government request. We assume no liability or responsibility for the impact this may have on you, your business or any third parties.
 - b.** Eventique may make chat rooms and services, bulletin boards, message boards, messaging services, comment sections, blogs or other forums available through the Site (a “Forum”). Each Forum may have its own rules and/or regulations that you agree to adhere to when you post, upload, transmit, contribute or otherwise engage with through the Site. Any comments, information or User Generated Content posted on a Forum may be recorded and stored in multiple places, both on our Site and elsewhere on the Internet. You do not have control over who will read any such content now, or in the future. It is your obligation to be selective when posting information about yourself or others, particularly information that is sensitive, embarrassing, proprietary or confidential. When engaging on or in a Forum, You agree that you will represent yourself in an honest way and shall not impersonate anyone else, or hold yourself out to represent anyone or any other entity, unless you have the express authority to do so.

You agree that when engaging on a Forum, you will not restrict or inhibit the rights of others, post unlawful, offensive, threatening, fraudulent, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane or sexually explicit or indecent materials, or encourage anyone else to do the same, whether express, implied or through duress, engage in conduct that would be considered criminal, negligent or knowingly violate any state, city, or local law or statute, or international law, contain false or misleading indications of origin, contain a virus, spyware, Trojan horses, worms, time bombs, cancelbots, or other component that is designed to damage the property of others or to obtain private information, violate, plagiarize or infringe upon the intellectual property rights of others. You further agree that it will not cause harm to Eventique, its reputation, or impact its business growth in a negative manner.

- 4. User Conduct.** Your use of the Site is at the sole and exclusive discretion of Eventique. While using the Site, you warrant that you shall not: user false information or impersonate identity of another person, or claim to represent another entity without the express authority to do so; attempt to gain unauthorized access to other users' computer systems through the Site; seek to hold yourself out as an agent or representative of Eventique; insert your own or a third party's advertising or promotional materials or content onto the Site, unless authorized to do so, or use, republish, seek to commercialize from the Site, without the express approval by Eventique. Additionally, your use of the Site shall immediately terminate in the event hat you engage in any behavior that is designed to harvest the personal data of another user, including, without limitation, any attempt to obtain access to a third party computer system, materials or information; automatic harvesting of emails, data or other information; using the Site to damage, disable, interrupt, or impair its services; use the Site in any manner that violates the terms of this Agreement or the intellectual property rights of others; or use the Site in any manner that violates applicable law. You further agree that you will not encourage or support others' attempts to interfere with the Site, circumvent, decrypt or reverse engineer it, or any content there on, or obtain or attempt to obtain user information through means not voluntarily or intentionally made publicly available from the Site by any user.
- 5. Third Party Engagement.** The Site, may at times, be accessed and used by multiple users at a time. Each user is solely responsible for his/her/it's behavior when engaging with the Site and with other users. We assume no responsibility for anything that you do on the Site or the interactions that you have on the Site, or those that were facilitated by the Site or by Eventique. If there is a dispute between you and another Site user, we are under no obligation to involve ourselves in the dispute. You hereby release and forever discharge Eventique, our directors, officers, employees, agents, lawyers, successors and assigns, affiliated companies, and partners from, and forever waive and relinquish each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other users. If you are a California resident, you hereby waive California civil code section 1542 in connection with the foregoing, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

- 6. Advertisements, Marketing Materials and Promotions.** Eventique may, from time to time, run, or allow third parties to run, advertisements, marketing materials or promotions (“Advertisements”) on the Site. Your participation or engagement with any Advertisement is at your sole and exclusive risk, and between you and the third party Advertiser. Eventique accepts no responsibility or liability for any loss or damage incurred by you as a result of your dealings with an Advertisement.
- 7. Website Linking.** By using our Site, you agree that if you include any links from other websites, the link to the full HTML version. You are not permitted to link directly to any image hosted by the Site or our services. You agree not to download or use images that have been posted on our Site on any other website, for any purpose, including, without limitation, posting images on your own personal site, or the site of any competitive company. You further agree that you will not link from any other website to our Site in any manner that the Site or any pages on the Site are “framed”, surrounded or obfuscated by any third party branding, content, or materials. If you do link to our Site in any manner, we reserve the right to to discontinue the link and revoke your privilege to use our Site with or without notice to you.
- 8. Third Party Engagement.** We may permit, from time to time, third parties to post links to their websites and may, through third parties, make certain products or services available to visitors to the Site (“Third Party Sites”). In the event that you engage with or purchase products or services offered by a Third Party Site, you acknowledge and agree that We have no responsibility for the information, content, products, services, advertising, code or other materials that may be provided by, or offered to you, through a Third party Site. Eventique may not endorse, sponsor or recommend any Third Party Site, and its placement on the Site does not imply any such connection. You are responsible to make payment pursuant to the terms of purchase from the Third Party Site and. Eventique is not responsible for any dispute between you and a Third Party Site. Any reliance on the contents of a Third Party Site is done at your own risk and you are responsible for any and all consequences of such reliance.
- 9. Limited License.** Subject to the terms of this Agreement, the Privacy Policy, and applicable law, you hereby grant Eventique a worldwide, irrevocable, perpetual, non-exclusive, transferrable, royalty-free license, with the right to sell, use, adapt, modify, sublicense, distribute, publicly display, transmit, stream, broadcast, access, make distributive works and otherwise exploit your User Generated Content by any means and for any purpose, including to promote, market, or advertise the Eventique Platform or its services, or for any other purpose in Eventique’s sole discretion (the “License”). Eventique grants you a license to register for, access and use the Site, pursuant to the terms herein. This limited license also grants you the right to make a single copy of content displayed on the Site, but only for your personal, non-commercial use. Any commercial use of content derived from the site is expressly prohibited. You agree that you will not exploit, copy, use, modify, adapt, prepare, distribute, stream, transmit, broadcast, sell, transfer, publicly display or perform information or materials available on or through the Site for any commercial or promotional use, except

as expressly permitted herein. In the event that you attempt to use or actually use any information from the Site except as otherwise provided herein, you may violate the intellectual property rights protections of others and be subject to penalties as provided by applicable law. The Site is provided to you “as is” and you agree that you will not alter, delete, remove, edit, repurpose any of the data, code or other information provided on the Site for any reason whatsoever. No other rights shall be conveyed or granted to you except for those that have been expressly articulated herein.

10.No Ownership. Nothing in this Agreement or through your Registration shall convey any rights in any of Eventique’s intellectual property to you. All text, graphics, editorial content, data, formatting, graphs, designs, HTML, the look and feel of the Site, photographs, music, sounds, images, software, code, files, look and feel, video, designs, trademarks, logos, slogans, typefaces, illustrations, and other content (the “*Proprietary Material*”) shall remain the sole and exclusive property of Eventique or has been authorized for use on the Site by Eventique and is the intellectual property of a third party. The Proprietary Material is protected under domestic and international copyright, trademark and patent law. You are not permitted to use any Proprietary Material without Our prior written consent or the consent of a third party owner of the Proprietary Material. Any User Generated Content is subject to separate terms as outlined herein. Additional information regarding the use of your personal information can be found in the Privacy Policy.

11.Termination. Eventique may, at any time and for any reason, with or without cause, terminate any portion of the Site, and may terminate, limit or suspend your use and/or access to the Site, subject to applicable law in effect at the time of termination. We may also limit, remove and/or discard any User Generated Content submitted by you, in whole or in part, for any reason and without notice or liability. In the event of termination based on a breach of this Agreement, or a violation of intellectual rights protections, Eventique reserves the right to take appropriate legal action, including without limitation, pursuing arbitration, seeking injunctive relieve or other legal remedy permitted under this Agreement or available at law. In the event of termination as explained above, We reserve the right to prevent you from using the Site again at any time in the future, in our sole and exclusive discretion.

12. Disclaimer of Warranties. Eventique makes no representation and offers no warranty associated with your use of the Site. Use of this service is at your sole risk. The Site is offered “As Is”, with no warranties, either express or implied, including, without limitation: fitness for a particular purpose, warranties of merchantability or non-infringement. Eventique makes no warranties or representations about the accuracy or completeness of the content provided through the Site or the content of any sites linked thereto and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein. Eventique does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by party service provider through the Site and will not be a party to or in any way be responsible for monitoring any transaction between you and any third party, other than as provided herein. You should use your best judgment and exercise caution where appropriate. Without limiting

the foregoing, neither Eventique nor its affiliates or licensors warrant that access to the Site will be uninterrupted or that it will be error-free; nor do we make any warranty as to the results that may be obtained from the use of our site, or as to the timeliness, accuracy, reliability, completeness or content of any good or service, information or materials provided through or in connection with the use of the Site. We also do not warrant that the site is free from viruses, worms, Trojan horses, or other harmful components. Eventique cannot and does not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others. In addition, notwithstanding any feature a consumer may use to select a party service provider, each consumer is responsible for determining the services they want and selecting their party service provider.

13. Allegations of Copyright or Trademark Infringement. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (the "DMCA"), Eventique shall respond promptly to claims of copyright or trademark infringement that are reported to Eventique's designated agent, at [Support@eventiquevirtual.com]. Eventique shall duly investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA, provided that an alleged copyright or trademark owner, or agent authorized to act on an owner's behalf, provides Eventique with written notification of claimed infringement that includes substantially the following information:

- a. Identification of the copyrighted or trademarked claimed to have been infringed, or, if multiple materials, a representative list of such works, along with information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an email address;
- b. Evidence of ownership of the copyrighted or trademarked claimed to have been infringed;
- c. A physical or electronic signature of a person authorized to act on behalf of the owners of an exclusive right that is allegedly infringed;
- d. A statement that you have a bona fide or good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owners, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- e. Agent: Eventique, 333 West 52nd Street, Suite 1008, New York, NY 10019, (212) 616-1655

14. Miscellaneous.

- a. **Modification.** Eventique reserves the right to modify and change this Agreement at any time. Such changes will be effective when posted. We may only amend portions of this Agreement and only to the extent allowed by applicable law. By continuing to use the Site after we post any modification, you accept this Agreement as modified.
- b. **Notices.** You expressly agree that Eventique, or any of its affiliates, subsidiaries, directors, agents, counsel or authorized person or business, may provide you with notices, regarding changes or updates to this Agreement, by email, regular mail, or postings on the Site, which you are obligated, from time to time, to check. You may also

be contacted by Eventique through the phone number that was submitted upon Registration, by a call, text message, or other appropriate means.

- c. No Liability.** You hereby agree, acknowledge and consent that you shall hold Eventique, its affiliates, licensors, partners, agents, employees, officers, directors, corporate partners, or participants, (the “Protected Parties”) liable for any damage, suits, claims, and/or controversies (collectively the “Liabilities”) that have arisen or may arise, whether known or unknown, relating to your or any other party’s use of or inability to use the Site, including without limitation any liabilities arising in connection with the conduct, act or omission of any user (including, without limitation stalking, harassment, acts of physical, mental or emotional violence and the destruction or damage of property) any dispute with any other Site user, any instruction, advice, act or service provided by Eventique, its affiliates, licensors, or any of its agents, employees, officers, directors, agents, counsel, corporate partners, or participants, be liable for any direct, indirect, incidental, consequential, special or exemplary damages arising in connection with your use or inability to use the Site, and of its content, materials or functions, your provision of information through the Site, lost business, sales or commissions, through the use of the Site or any of Eventique’s related services, to the fullest extent permitted by governing and applicable law. Eventique or the Protected Parties shall not be liable of any damage caused or claimed in connection with any material that is posted, transmitted, exchanged or received, by or on behalf of you, another user of the Site, or any other person on or through the Site, whether authorized or unauthorized, and in no event shall the total aggregate liability of a Protected Party to you for any damage, loss, cause of action, including claims for negligence, breach of contract, tort, or violation of Federal copyright, patent or trademark, arising from your use of the Site, be more than one (\$1) dollar.
- d. Indemnification.** You hereby agree to indemnify, defend, hold harmless Eventique, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, successors and assigns, subsidiaries, parent company(ies) and affiliates, partners, or related third parties, from and against any and all claim, loss, expense or demand of liability, including reasonable attorneys’ fees and costs incurred, in connection with: (1) Your use or inability to use the Site; or (2) your violation of any law or rights of any other user, Eventique, or related third-party; (3) your breach or violation of this Agreement, the Privacy Policy, or other agreements as may be added by Eventique from time to time; (4) any content submitted by you to the Site, including, without limitation content that is illegal, unlawful, unethical or incorrect, or infringes upon the rights, including intellectual property rights of any party other than you. Eventique reserves the exclusive right, at your sole and exclusive expense, to assume the exclusive defense and control of any matter otherwise subject to this indemnification. Notwithstanding the foregoing, you shall not settle any claim or matter without the express written consent of Eventique which consent may be unreasonably withheld, provided that the settlement includes a complete release for the benefit of Eventique.
- e. Entire Agreement.** This Agreement, including any attachments and related agreements, including, without limitation the Privacy Policy, or as otherwise may be incorporated by

reference, sets forth the entire agreement between you and Eventique, with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this Agreement. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

- f. Assignments; Waiver; Severability.** This Agreement may not be assigned by you without the prior written consent of Eventique, which may be unreasonably withheld in Eventique's sole discretion and any attempt to do so shall be null and void and of no effect. Failure by either party at any time to require performance by the other party or to claim a breach of a provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement, nor shall it affect any subsequent breach, the effectiveness of this Agreement, or any part hereof, nor shall it prejudice either party regarding any subsequent action. No provision may be amended, modified, terminated, or revoked, except by a writing signed by all parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and any permitted assigns. If any provisions of this Agreement shall be invalid, illegal, or unenforceable for any reason, the remaining terms and provisions shall be unaffected thereby and shall continue in full force and effect.
- g. Construction.** Each party represents that they have read this Agreement, and that they have had the opportunity to review the same with an attorney of its choice. All counsel shall be held harmless in the event that there is any dispute relating to the drafting, construction, or interpretation of this Agreement.
- h. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of such State. By accessing the Site, you agree to this choice of law and venue. The Parties hereby further irrevocably and unconditionally waive and agree not to plead or claim that any action, suit or proceeding has been brought in an inconvenient forum. You agree that regardless of any statute or law to the contrary, any claim arising out of or relating to this Agreement or the Site, or any services offered by Eventique on the Site must commence within six (6) months after the claim or cause of action arises. Otherwise, such claim or cause of action is permanently barred, unless not permitted by relevant law.
- i. Arbitration.** In the event of any dispute, claim, or controversy arising out of or relating to the breach, dispute, termination, enforcement, interpretation, or validity of this Agreement or the Site, you hereby agree and consent to a two-step process to resolve any such dispute, claim, or controversy: (1) engage in a good faith mediation; then (2) submit to binding arbitration. You waive your rights to a jury trial to participate as a Plaintiff or class member in any purported class action or proceeding. Any arbitration shall be conducted on an individual basis, and not a class, consolidated or representative proceeding. You agree that any arbitration shall be conducted by JAMS in accordance with its rules and procedures, then in effect

(<http://www.jamsadr.com/rules-streamlined-arbitration/>), and shall be held in the State, County and City of New York. Any arbitration shall be governed by the laws of the State of New York and be governed by the Federal Arbitration Act, 9 USC §116, et. al. The arbitrator's ruling shall be binding upon the parties and entered as a judgment in the appropriate New York court. Notwithstanding the foregoing, any claim for intellectual property infringement or misappropriation of any party's intellectual property rights shall be brought in the courts of the Federal courts in the State, City and County of New York.

- j. Section Headings.** The use of section headings in this Agreement are for the convenience of the parties only and have no legally binding or contractual effect.