

## **ARENANETWORK TERMS OF USE**

Thank you for visiting the ArenaNetwork website and member portal (the “Service”), owned and operated by ArenaNetwork, Inc. (“ArenaNetwork”, “We”, “Our”). ArenaNetwork is a live entertainment consulting company focused on booking artists, attractions, and touring productions in public assembly venues.

It is important that you carefully read and understand these Terms of Use (or “Terms”) on behalf of yourself individually, and your organization (collectively, “you”). The Service is available for your use on the condition that you agree to the terms explained below. This is a binding agreement. If you do not agree to all of the terms of use, do not access or use the service. By accessing or using the site, you signify your agreement to be bound by these Terms. We may amend these Terms from time to time at our discretion. We will post a notice on the Service any time these Terms have been changed or otherwise updated. Please review these Terms periodically, and if at any time you find these Terms unacceptable, you must immediately leave and cease all use of the Service.

If you have a specific question, feel free to click to the appropriate section below:

1. [Where Can I Find Your Privacy Policy?](#)
2. [ArenaNetwork Portal](#)
3. [What Age Do I Have to Be to Use This Service?](#)
4. [Do I Have to Create an Account?](#)
5. [What Happens If I Share or Lose My Account Information?](#)
6. [How Can I Delete My Account?](#)
7. [How Do I Comply with Intellectual Property Laws?](#)
8. [Do You Link to Third Party Sites?](#)
9. [Restricted Use](#)
10. [Downloadable Files and Emails](#)
11. [Disclaimers and Limitations on Liability](#)
12. [Indemnity](#)
13. [Governing Law](#)
14. [Dispute Resolution and Binding Arbitration](#)
15. [For Our Canadian Customers](#)
16. [What If I Live Outside of the United States?](#)
17. [Notice to California Users](#)
18. [General Provisions](#)
19. [When Was This Notice Last Updated?](#)
20. [Contact Us](#)

### **1. Where Can I Find Your Privacy Notice?**

ArenaNetwork respects your privacy. Our [Privacy Policy](#) governs the use of information collected from or provided by you at the Service. A complete statement of our current Privacy Policy can be found at: [https://arenanetwork.net/portal\\_privacy-policy/](https://arenanetwork.net/portal_privacy-policy/). Our Privacy Policy is incorporated herein by reference.

### **2. ArenaNetwork Portal**

There are two main features of the ArenaNetwork Portal (the “Portal”): 1) the Availability Calendar, and 2) File and Data Sharing. You acknowledge that by entering data into this portal, ArenaNetwork may share, disseminate, report, analyze, and distribute that data as needed, for any reason to the events industry.

ArenaNetwork will make best efforts to use this for the purpose of soliciting new opportunities on behalf of venue, while facilitating the booking and confirmation of events in Venue

*2.1 Availability Calendar.* The Availability Calendar allows you to upload and view all available locations, capacity, and basic features by date. You may also use this feature to manage and coordinate their own booking schedules.

*2.2. File and Data Sharing.* ArenaNetwork also offers a File and Data Sharing feature. All documents included in this download section are strictly confidential and intended for authorized use by registered users only. By downloading a document from the Portal, you agree, without exception, that documents and their contents may not be forwarded, shared, discussed, acknowledged, distributed, re-created or disseminated in any format, including via the internet, computer, mobile, email, fax, verbal or written communication. This prohibition applies to third parties and any non-registered users. This information is intended to be educational only. You should independently verify all content shared.

*2.3 Confidentiality.* You shall not share, disseminate or distribute any materials provided or developed by ArenaNetwork to anyone without ArenaNetwork's prior knowledge and approval. For example: downloads, ticket counts, reports, agendas, email communications, talent offer sheets, authorization agreements, and other information with or without ArenaNetwork's logo shall not be shared or distributed with any party without our prior written approval. You acknowledge that: (i) ArenaNetwork provides industry expertise, advice, information and general consulting; and (ii) any information or advice shared about other venues, regardless if the other venues are members of ArenaNetwork is strictly confidential and intended only to assist the live events industry; and (iii) decisions that are made based on the information and/or advice provided by ArenaNetwork, are made independently; and (iv) ArenaNetwork shall not be liable to Venue for any damages relating to any breach of confidentiality or data, as further discussed in Section 12, below.

### **3. What Age Do I Have to Be to Use This Service?**

ArenaNetwork is not intended for users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using portions of the Service for which registration is required; any information submitted by such users will not knowingly be used, posted, or retained.

### **4. Do I Have to Create an Account?**

ArenaNetwork may require that you register and/or set up an account to use all features of the Service. In order to do so, you are required to provide a unique username, and choose a strong password. If any of your information changes, you should update it on the Service. You may not pretend to be somebody else when registering, setting up, and/or using an account on the Service. You may not authorize others to use your individual account. You may not sub-license, transfer, sell or assign your account without our written approval. Any attempt to do so will be null and void and shall be considered a material breach.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your account, with or without authorization, or who has access to any computer on which your account resides or is accessible.

### **5. What Happens If I Share or Lose My Account Information?**

If you open an account to use or access the Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You may be asked to provide a

username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You may not share your account, username, or password with someone else at any time. You agree to notify us immediately of any unauthorized use of your account, username, or password. We are not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by ArenaNetwork, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password. We reserve the right to terminate your account at any time.

## **6. How Can I Delete My Account?**

If you would like to permanently delete your account, you can email us at [support@venuecoalition.com](mailto:support@venuecoalition.com). Please note, we are required to maintain certain information for business and tax purposes and may not be capable of deletion.

## **7. How Do I Comply with Intellectual Property Laws?**

*7.1 Trademarks.* The ArenaNetwork name and logo are trademarks and service marks of ArenaNetwork. You do not have the right to use any of ArenaNetwork's trademarks, service marks, or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

*7.2 Ownership.* You acknowledge and agree that ArenaNetwork, or its licensors, owns all right, title and interest in and to the Service, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that ArenaNetwork has designated as confidential and you agree not to disclose such information without ArenaNetwork prior written consent.

## **8. Do You Link to Third Party Sites?**

ArenaNetwork may link to or be linked from other websites that are not maintained by, or related to, ArenaNetwork. ArenaNetwork does not endorse, and is not responsible for, the content of any of those third-party websites. You acknowledge that ArenaNetwork has not reviewed and does not endorse the content of all sites linked to from the Service and is not responsible for the content or actions of any other sites linked to from the Service. We do not promise that the contents of any linked website are accurate, compliant with local, state or federal law, including any intellectual property laws. Your use of any linked site is at your own risk and you assume all responsibilities and consequences resulting from such reliance.

## **9. Restricted Use**

You may use this Service only to the extent that you obey all laws, rules, and regulations applicable to your use of this Service. In using the Service, you agree not to:

- Send or otherwise transmit to or through the Service any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Service or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
- Misrepresent your identity or affiliation in any way;
- Restrict or inhibit any person from using the Service, disclose personal information obtained from the Service or collect information about users of the Service;

- Reverse engineer, disassemble or decompile any section or technology on the Service, or attempt to do any of the foregoing;
  - Gain unauthorized access to the Service, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Service;
  - Launch or use any automated system, including without limitation "robots," "spiders," or "offline readers," that access the Service in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
  - Send or otherwise transmit to or through the Service chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
  - Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
  - Violate any applicable laws or regulations in any way;
  - Alter or modify any part of the content or services offered on or through the Service;
  - Allow any other person to use the Service with your registration or login information;
  - Breach or otherwise circumvent ArenaNetwork's security or authentication measures; or
  - Assist or permit any persons in engaging in any of the activities described above.

We have no obligation to monitor any related any materials that you or third parties transmit or post on or to the Service. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the materials you transmit or post; to alter or remove any such materials; and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly, to protect ourselves, our affiliates, and our other clients and visitors, and to comply with legal obligations or governmental requests.

#### **10. Downloadable Files and Emails**

ArenaNetwork cannot and does not guarantee or warrant that email or files available for downloading from its Service will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. ArenaNetwork does not assume any responsibility or risk for damage to your computer or its files related to your use of the Service.

#### **11. Disclaimers and Limitations on Liability**

Unless acknowledged and agreed to in writing by an officer of ArenaNetwork, ArenaNetwork is not a party to any agreement between venue and artist, or their respective representatives, and/or promoters. ArenaNetwork is not responsible for the terms and conditions contained within these agreements and is not be held responsible for any cancellation, default, or breach resulting from these agreements. In the event of a dispute arising from your use of the Service, you agree to indemnify ArenaNetwork pursuant to Section 13, below.

ArenaNetwork provides its Service to you on an "as is" and "as available" basis. ArenaNetwork cannot guarantee that the Service or its content is error free and makes no representations about the technical accuracy or functionality of the Service or that the Content is accurate, error free or up to date. ArenaNetwork makes no representations – your use the site is at your sole risk. We do not warrant that any information provided is accurate, reliable, up-to-date or correct, or that the Service will be available at any

particular time or in any particular location. We also do not guarantee that the Service is free from viruses or other harmful components.

SPECIFICALLY, ARENANETWORK IS NOT RESPONSIBLE FOR ANY ERRORS OR MALFUNCTIONS RELATING TO OUR “AVAILABILITY CALENDAR” OR ANY LOSS OF DATA PROVIDED ON OUR SERVICE. ARENANETWORK IS NOT RESPONSIBLE FOR DECISIONS MADE AS A RESULT OF SHARED MATERIALS AND SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM USE OF SAID SHARED MATERIALS. ARENANETWORK CANNOT GURANTEE THE CONFIDENTIALITY OF DOCUMENTS UPLOADED TO OUR PORTAL AND IS NOT RESPONSIBLE FOR THE THEFT OR IMPROPER USAGE OF CONFIDENTIAL DATA. IMPROPER USAGE INCLUDES USE OF DATA FOR ILLEGAL PURPOSES. THE PORTAL IS PROVIDED FOR YOUR CONVENIENCE ONLY.

ArenaNetwork and its affiliates, shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained arising out of your use of the Service, the sale or purchase of any goods or merchandise, your access to or inability to access the Service, including for viruses alleged to have been obtained from the Service, your use of or reliance on the Service or any of the information or materials available on the Service, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages. Some states (including, but not limited to: Alabama, Arizona, Connecticut, Kansas, Maine, Maryland, Massachusetts, Minnesota, Mississippi, New Hampshire, New Jersey, Vermont, Washington, West Virginia, and the District of Columbia), may not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you. You may also have other rights that vary from state to state.

You hereby agree to release ArenaNetwork, its affiliates and third-party service providers, and each of their respective directors, officers, employees, consultants, independent contractors, agents and representatives from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (“claims”), arising out of or in any way connected with your use of this site. If you are a California resident, you waive California Civil Code Section 1542, which states, in part: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

## **12. Indemnity**

You agree to indemnify, defend, and hold harmless ArenaNetwork, its affiliates, officers, directors, employees, consultants, independent contractors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Service, your violation of these Terms, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. ArenaNetwork will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

## **13. Governing Law**

These Terms shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Ventura County, California, United States of America in all disputes arising out of or related to the use of the Service. For residents of Canada, the validity, interpretation, construction and performance of this Terms and any dispute or claim relating in

any way to your use of our Services shall be governed by the laws of the province or territory in which you reside. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Terms.

#### **14. Dispute Resolution and Binding Arbitration**

14.1 *Dispute Resolution.* If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us at [support@venuecoalition.com](mailto:support@venuecoalition.com) with any dispute. If we cannot resolve your concerns, we agree to a dispute resolution process requiring individual arbitration. “Disputes” between you and ArenaNetwork, including ArenaNetwork Parties, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and ArenaNetwork including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, ArenaNetwork advertising, and any use of ArenaNetwork services.

14.2 *Binding Arbitration.* You and ArenaNetwork agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST COMPANY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by ADR Services, Inc. or any other neutral service agreed to by the parties according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Ventura County, California, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled. For purposes of this arbitration provision, references to you and ArenaNetwork also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns.

#### **15. For our Canadian Customers**

THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS TERMS OF USE AGREEMENT AND ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF OUR SERVICE SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OR TERRITORY IN WHICH YOU RESIDE.

If you reside in Canada, the following provisions will apply to you in place of Section 15 above:

EXCEPT WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, any controversy, claim or dispute arising out of, relating to, or in respect of this Terms Agreement, including

its negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with this Terms (a “Dispute”), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.’s Arbitration Rules. If the parties have not agreed upon an arbitrator within 14 days, unless otherwise agreed by the parties in writing, the parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator.

The seat of the arbitration shall be the same as the provincial or territorial law governing this Terms. The arbitration shall be heard in the capital of the seat, unless the parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the parties, however the prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled. A party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial.

All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat. Each party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, however it is agreed and acknowledged that the intention of the parties is to arbitrate the Dispute without recourse to the courts.

A party to this Terms may take such steps as are permitted or required to enforce an award made by an Arbitrator. Except as required by law, and only to the extent that such disclosure is reasonably necessary, or for the purposes of obtaining professional advice, the existence of the arbitration and any element of the arbitration, including any award, shall be confidential and shall not be disclosed to any non-party to the arbitration. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

#### **16. What If I Live Outside of the United States?**

The Service is hosted and operated entirely in the United States and is subject to United States law. Please do not provide us with any information or attempt to purchase our products if you live outside of the United States or Canada. If you are from a jurisdiction outside of the United States or Canada and have submitted your information, please notify us so that we may take necessary action. This may include terminating your account and deleting your information. We are committed to resolving those issues, so if you have any questions about how we collect or use your information you may email us at [support@venuecoalition.com](mailto:support@venuecoalition.com).

#### **17. Notice to California Users**

If you have a question or complaint regarding the Services provided to you by ArenaNetwork, please contact us at [support@venuecoalition.com](mailto:support@venuecoalition.com) to receive further information regarding the Services or to resolve the complaint. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

#### **18. General Provisions**

*18.1 Severability.* If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

*18.2 Attorneys' Fees.* The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

*18.3 No Waiver.* Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by ArenaNetwork of any provision, condition or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

*18.4 Equitable Remedies.* You acknowledge and agree that ArenaNetwork would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

**19. When Was This Notice Last Updated?**

July 1, 2020.

**20. Contact Us**

If you have any questions or comments relating to the Service or these Terms of Use, you please call us at (805) 494-0020 or send an email send an email to at [support@venuecoalition.com](mailto:support@venuecoalition.com).

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