

ThePartyStarter Group, LLC
TERMS OF SERVICE

These Terms of Service (“ **Terms** ”) govern the contractual relationship between:

- **ThePartyStarter Group, LLC** , a company governed by the laws of the State of Georgia (USA), having its registered office located at 9040 Roswell Road, Suite 500 Atlanta, Georgia, 30350, USA (hereinafter referred to as “ **Company** ”);

and

- each Client (as defined below), Vendor (as defined below), professional and novice event planner, entertainers, individual, entity, user, or visitor (collectively “ **you** ” or “ **your** ”) (i) accessing Company’s website located at <http://www.thepartystarter.com/> (hereinafter referred to as “ **Website** ”), and/or (ii) using the Services (as defined under Section 2.1 of these Terms) and purchasing/selling the Product/Services (as defined under Section 2.1 of these Terms) via the Booking Platform (as defined under Section 2.1 of these Terms).

You and Company shall also hereinafter be referred to together as the “ **Parties** ” and individually as a “ **Party** ”.

Please read these Terms carefully before using the Website and Booking Platform. Your access to the Website and Booking Platform, your purchase (for Client) or sale (for Vendor) of the Product/Services (as defined below) and your use of the Services (as defined below) is conditioned upon your acceptance of and compliance with these Terms.

1. ACCEPTANCE & MODIFICATION OF TERMS

By accessing the Website, by purchasing/selling the Product/Service(s) (as defined below) via the Booking Platform (defined below), and by using the Services (defined below) you agree to be bound by these Terms and accept to comply with all applicable laws and regulations. Should you disagree to be bound by these Terms, in whole or in part, you shall (i) not be permitted/authorized to use the Services (as defined below) and purchase/sell the Product/Services (defined below) on the Booking Platform (as defined below), and (ii) refrain from accessing the Website.

Your continued use of the Website, use of the Services and/or purchase/sale of the Product/Service(s) on the Booking Platform (as defined below) shall be deemed to constitute your acceptance of these Terms.

Company reserves the right, at any time and in its sole discretion, to modify or replace these Terms. You shall be solely responsible for checking these Terms periodically, to stay abreast of any changes to the Terms. Your continued access to the Website, use of the Services and purchase/sale of Product/Services on the Booking Platform (as defined below) following the posting of any changes to these Terms shall be subject to the newly modified Terms.

2. BOOKING PLATFORM, SERVICES & PRODUCT/SERVICES

2.1 Services . Through the Website, Company:

- (i) provides Clients and Vendors (both defined below) with a Web-based business-to-business-to-customer (B2B2C) event booking marketplace platform embedded into the Website (hereinafter referred to as “ **Booking Platform** ”) in order for professional and novice event planners, entertainers and party vendors (collectively the “ **Vendor(s)** ”) to post, advertise and market the Vendor’s

- entertainment Product/Services and services (“ **Product/Service(s)** ”) directly to customers/buyers (“ **Client(s)** ”) wishing to book the Vendor’s Product/Service(s) for the Client’s event/party, in return for payment; and
- (ii) acts as a third party intermediary and as such facilitates the sale, booking and purchase of Product/Services between Vendor and Client on the Booking Platform;

(collectively the “ **Service(s)** ”).

2.2 Services Provided to Vendors . As part of the Services; and via the Booking Platform, Company provides each Vendor with:

- (i) the opportunity to subscribe to Company’s free or paid Subscription Plans (defined below) and become a registered vendor listed on Company’s Booking Platform;
- (ii) the ability to increase the Vendor’s revenue by attracting leads/traffic (i.e. potential clients) and improve Vendor’s brand awareness;
- (iii) marketing opportunities, whereby Company shall promote the Vendor’s Product/Services on various media platforms;
- (iv) access to virtual webinars on various topics, including but not limited to digital marketing and social marketing, aimed at enhancing the Vendor’s business; and
- (v) the ability to sell the Vendor’s Product/Services on the Booking Platform on a non-exclusive basis.

2.3 Services provided to Clients . Company provides Clients, via the Booking Platform, with access to:

- (i) a ranked and searchable directory listing of local and virtual Vendors;
- (ii) a secure payment gateway for Client to make a booking and transact with a Vendor listed on the Booking Platform;
- (iii) refund request support for no-shows by the Vendor; and
- (iv) the Vendor’s Product/Services listed on the Booking Platform.

2.4 Booking Platform Management . Company may, from time to time and without giving any reason or prior notice to Client and Vendor, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Booking Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Client and Vendor from accessing the Booking Platform. Vendor and Client acknowledge and agree that Company may:

- (i) monitor, review or otherwise control any activity, content or material on the Website and Booking Platform to verify Client’s and Vendor’s compliance with these Terms and may take any action Company deems appropriate;
- (ii) prevent or restrict access of any Client and/or Vendor to the Website and Booking Platform;
- (iii) report any activity, Company suspects to be in violation of any applicable law, statute or regulation, to the appropriate authorities, and to co-operate with such authorities; and/or
- (iv) request any additional information from Client and/or Vendor in connection with Client’s and/or Vendor’s use of the Website and Booking Platform.

2.5 Vendor acknowledges and understands that Company may conduct background checks and other screening measures, in Company’s sole discretion, at any time prior to listing the Vendor on the Booking Platform.

2.6 You acknowledge that Company may change, suspend or discontinue any or all of the Services, at its sole discretion at any time, without notice and for any or no reason.

2.7 Company (i) has the sole discretion to accept or deny the sale of any specific Product/Service on the Booking Platform; and (ii) reserves the right to cancel or revoke, at any time and in its sole discretion, any and all Product/Service purchase/sale transactions made between Client and Vendor on the Booking Platform.

3. REGISTRATION, PASSWORD AND SECURITY

3.1 To be able to use the Services and purchase (for the Client) or sell (for the Vendor) the Product/Services on the Booking Platform, you must register on the Website by providing all required information which shall include but not be limited to the following:

- (i) Client – full name, email address, country of residence, and contact information; and
- (ii) Vendor – full name, business name, business website, business social media URL, business type, gender, email address, language preferences, Product/Service description, business classification details and contact information.

An account shall thereafter be opened by Company, in its sole discretion, for you on the Website (“ **User Account** ”). Each User Account may only be registered and used by one (1) single entity or individual. You may not access any third party’s account or authorize any third party to access a User Account on the Client’s or Vendor’s behalf. You acknowledge and agree that Company may in its sole discretion (i) reject the registration of any User Account for any or no reason, and (ii) deny Client and/or Vendor with access to the Website (including the Booking Platform) for any or no reason without any obligation for Company to disclose or explain the reason to Client or Vendor.

3.2 You agree to:

- (i) provide true, accurate, current and complete information about yourself as prompted by Company’s registration process on the Website; and
- (ii) maintain and promptly update the information provided during registration to keep it true, accurate, current, and complete at all times.

3.3 If you provide any information to Company that is untrue, inaccurate, outdated, or incomplete, or if Company has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Company may close your User Account on the Website and (i) refuse to process any pending or future Product/Service purchase/sale transaction(s) and/or (ii) deny you the ability to access and use the Services.

3.4 You may indicate, during registration process, to Company your choice of User Account username and password to be used as login credentials to access your User Account (“ **Login Credentials** ”). You shall be solely responsible for (i) maintaining the confidentiality of your Login Credentials; and (ii) any and all activities which occur under your User Account. You agree to notify Company immediately of any unauthorized use of your User Account or any other breach of security. Company shall not be liable for any loss that you may incur as a result of any third party using your Login Credentials and/or accessing/using your User Account either with or without your knowledge. However, you may be held liable for losses incurred by Company due to any third party using your Login Credentials and/or User Account. You acknowledge and agree that you may not (i) use the User Account of another Client or Vendor registered on the

Website (including the Booking Platform) without the express permission of such User Account holder, and further acknowledge that the User Account is for use by one user only, and (ii) impersonate any individual or entity, or falsely state or otherwise misrepresent any affiliation with an individual or entity when accessing the Website and when selling/purchasing the Product/Services on the Booking Platform.

4. PURCHASING PRODUCT/SERVICES ON THE BOOKING PLATFORM

4.1 To purchase a Vendor's Product/Service on the booking Platform, Client shall follow the following steps:

- (i) Client may select, on the Booking Platform, the type of event the Client wishes to host, and provide the details of such event, including but not limited to the date, time, theme, location and number of guests attending Client's event;
- (ii) Client shall, thereafter, select the Vendors which Client would prefer to use for Client's event and request a quotation from each of the Vendors selected by Client;
- (iii) upon receipt of the Vendor's quotation, Client may determine which Vendor Client prefers to book for Client's event; and make payment to Client's preferred Vendor, on the Booking Platform.

4.2 Client acknowledges and agrees that:

- (i) Company facilitates the Product/Service purchase and sale transaction(s) between Client and Vendor only and strictly as a third party intermediary. As such, Client acknowledges and agrees that any corresponding Product/Service purchase and sale agreement shall be solely and exclusively entered into by and between Client and Vendor;
- (ii) Vendor shall be solely and exclusively responsible for setting the price for each of Vendor's Product/Services listed on the Booking Platform;
- (iii) all updates and support related to the Product/Service(s) purchased by Client on the Booking Platform shall be provided to Client by Vendor only;
- (iv) Client shall not offer to purchase any of Vendor's Product/Services outside the Booking Platform;
- (v) Company shall not be responsible for the fulfilment of any bookings by Vendor and placed by Client on the Booking Platform; and
- (vi) Client shall comply with any and all Company policies posted on the Website from time to time.

5. SELLING PRODUCT/SERVICES VIA THE BOOKING PLATFORM AND VENDOR'S OBLIGATIONS

5.1 Vendor may freely list Vendor's Product/Service(s) on the Booking Platform provided that Vendor's Product/Service(s) meet(s) Company's Product/Service requirements.

5.2 Once Vendor has listed Vendor's Product/Service(s) on the Booking Platform, Vendor shall be solely responsible for (i) creating, drafting, determining and posting Product/Service description contents; and (ii) setting the purchase price for Vendor's Product/Service(s) which are promoted and listed for sale on the Booking Platform. Vendor agrees to provide accurate and current details about Vendor's Product/Services listed on the Booking Platform.

5.3 Vendor acknowledges and agrees that:

- (i) Vendor shall be solely responsible for monitoring the availability of any Vendor Product/Service(s) listed on the Booking Platform to ensure that all Vendor's

Product/Services listed on the Booking Platform truly exist, are valid and are owned by Vendor;

- (ii) Vendor may not and shall not list any Vendor's Product/Service more than once on the Booking Platform;
- (iii) Vendor shall be solely responsible for regularly reviewing and complying with Company's selling policies; and
- (iv) any sale of Vendor's Product/Service on the Booking Platform shall be considered fully complete/concluded **only** once payment for such Product/Service has been received in full by Vendor from Client.

5.4 Vendor undertakes that Vendor will not take any action that will or is reasonably likely to

have a material negative impact on the reputation and/or goodwill of Company.

5.5 Compliance . Vendor shall comply with all applicable laws, rules and regulations, and shall obtain all licenses, permits and approvals required in relation to the (i) sale and supply of Product/Services sold to Clients on the Booking Platform; and (ii) the promotion, advertising, marketing and sale of Product/Services by Vendor on the Booking Platform.

6. SUBSCRIPTION PLANS, SUBSCRIPTION PLAN FEES, INTERMEDIARY SERVICE FEES, AND TAXES

6.1 Subscription Plans and Subscription Plan Fees .

6.1.1 Company currently offers Vendor with the choice of three (3) subscription plans on the Website, namely the general admission, premium membership and VIP member plan (“ **Subscription Plan(s)** ”). Vendor acknowledges that Vendor must subscribe to/select one of Company’s Subscription Plans to be able to access and use the Services. Each Subscription Plan shall (i) include restrictions and requirements that outline the features of the Subscription Plan, and (ii) reference the applicable fee (“ **Subscription Plan Fee** ”). The features of each Subscription Plan shall be further detailed on the Website.

6.1.2 Vendor acknowledges and agrees that the Subscription Plan Fees corresponding to Vendor’s selected paid Subscription Plan shall be (i) quoted and payable in U.S. Dollars (USD); (ii) paid by Vendor on time; and (iii) strictly non-refundable.

6.1.3 Vendor will be billed on a recurring and periodic basis (“ **Billing Cycle(s)**”) for the Subscription Plan Fees owed by Vendor to Company. Billing Cycles shall be set on a monthly, bi-annual, or annual basis.

6.1.4 At the end of each Billing Cycle, Vendor’s selected Subscription Plan will automatically renew under the exact same conditions unless (i) Vendor cancels Vendor’s respective Subscription Plan from Vendor’s User Account’s dashboard, or (ii) Company cancels the Subscription Plan in accordance with these Terms. As such, Vendor acknowledges that Company shall not be obligated to notify Vendor of Vendor’s Subscription Plan automatic renewal prior to its renewal date. Vendor shall therefore be responsible for ensuring that Vendor cancels Vendor’s Subscription Plan prior to the automatic renewal of Vendor’s selected Subscription Plan.

6.1.5 A valid credit card payment method is required to process the payment of Vendor’s selected paid Subscription Plan. Company will process Vendor’s payment via our third-party payment processor, namely Stripe or PayPal. When

Vendor subscribes to a paid Subscription Plan, Vendor shall provide Company with Vendor’s full name, postal code, telephone number, and credit card details. By submitting such payment information, Vendor automatically authorizes Company to charge all Subscription Plan Fees to such credit card on a recurring monthly/bi-annual/annual basis, until cancellation of the Subscription Plan or until the termination/suspension of these Terms as further provided herein under Section 20 (Suspension and Termination), for (i) the applicable Subscription Plan Fee, (ii) any other charges as agreed between the Parties, and (iii) any and all applicable taxes.

6.1.6 Vendor shall be responsible for providing Company with true, current, complete and accurate billing and contact information and for notifying Company of any changes to such information. However, Company acknowledges that in certain instances Vendor’s credit card provider may automatically update Vendor’s credit card details on Stripe or PayPal, should Vendor’s chosen payment method expire

or a new credit card be issued.

- 6.1.7 Vendor warrants that Vendor is authorized to use Vendor's respective chosen credit card as a payment method.
- 6.1.8 If Company does not receive payment from Vendor's verified payment method on the due date and Vendor's chosen payment method is unable to retry such payment, Vendor shall immediately pay all amounts due to Company upon request. Should Company be unable to collect all such outstanding amounts, Company may in its sole discretion close and cancel Vendor's User Account and access to the Services without any notice to you.
- 6.1.9 Company may in its sole discretion and at any time, modify the Subscription Plan Fees. Any Subscription Plan Fee change will become effective at the end of the then-current annual Billing Cycle. Company shall provide Vendor with reasonable prior notice of at least thirty (30) calendar days prior to effectively implementing any change in Subscription Plan Fees in order to give Vendor the opportunity to cancel (in accordance with Section 20 (Suspension and Termination)) Vendor's Subscription Plan before such change becomes effective. Vendor's continued use of the Services after the Subscription Plan Fee change has come into effect shall constitute Vendor's agreement to pay the modified Subscription Plan Fee.
- 6.1.10 Vendor agrees to notify Company of any billing queries and/or errors within thirty (30) calendar days after receipt by Vendor of any invoice (submitted/sent by Company to Vendor hereunder). Should Vendor not notify Company of any billing queries and/or errors within such time period, this absence of notification on Vendor's part shall be deemed to constitute Vendor's waiver of Vendor's right to dispute such queries and errors following the expiration of such thirty (30) calendar day period. Vendor acknowledges, understands and agrees that Company reserves the right to correct any errors in the Subscription Plan Fees, previously quoted by Company to Vendor and for which Company received payment from Vendor, (i) by correcting such error in the Subscription Plan Fees, or (ii) by issuing a credit note or corrected invoice to Vendor.
- 6.1.11 Company does not guarantee that the Subscription Plans and the respective Services will be offered indefinitely and reserves the right, at its sole discretion, to (i) change the Subscription Plan Fees, and (ii) alter the features and options associated with any particular Subscription Plan.

6.1.12 Vendor acknowledges and agrees that Company may, from time to time, add additional features or functionalities to the Services. As such, Vendor's access to and use of any additional features and functionalities to the Services may require the payment of additional Subscription Plan Fees by Vendor.

6.2 Intermediary Service Fees .

- 6.2.1 As a facilitating intermediary/entity which is only a third party to any bookings made for the Product/Service and the sale/purchase transaction(s) made on the Booking Platform between Clients and Vendors, Company shall immediately collect from Vendor, an intermediary service fee, which shall be calculated on a pre-determined percentage of the total Product/Service purchase/sale transaction amount (" **Intermediary Service Fee(s)** "). Vendor acknowledges and understand that the Intermediary Service Fee is non-refundable.
- 6.2.2 Once Company has collected Company's Intermediary Service Fee, Company shall pay Vendor the Product/Service purchase/sale transaction amount minus any (i) Intermediary Service Fee, and/or (ii) refund requests made by the Client to Company as a result of Vendor's no-show (" **Vendor's Revenue** "). Company shall

immediately make payment to Vendor of Vendor's Revenue on the same business day from Client booking the Vendor's Product/Service(s).

6.2.3 Company will pay the Vendor's Revenue to the Vendor via its third-party payment processor, namely PayPal, Stripe or bank transfer. Vendor agrees to automatically provide Company and its third-party payment processor with the required access to enable Company to pay Vendor's Revenue to Vendor, until the termination/suspension of these Terms as further provided herein under Section 20 (Suspension and Termination).

6.3 Taxes .

6.3.1 Under these Terms, the term " **Taxes** " shall mean taxes, charges, duties, fees, levies, and other charges of a governmental authority, including income, withholding, social security, social contribution, transfer, sales, use, value-added and all other taxes of any kind for which a Party may have any liability imposed by any governmental authority, whether disputed or not, any related charges, interest or penalties imposed by any governmental authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

6.3.2 All fees for the Product/Services and/or Services, as illustrated on Company's Website are exclusive of any and all Taxes.

6.3.3 You shall be responsible for the payment of all Taxes associated with the purchase or sale of the Product/Services via the Booking Platform as part of your use of the Services. You shall not deduct from the Intermediary Service Fee owed/due to Company, any Taxes, except as is required by applicable law.

7. REFUND POLICY

Company may, in its sole discretion, refund the Client for any amounts paid by the Client for the Product/Services, where the Vendor did not (i) provide Client with the Product/Service(s), and (ii) notify the Client of Vendor's absence prior to the day of Client's event. Any additional refunds for the Product/Service(s) purchased by Client on the Booking Platform will be agreed between the Vendor and Client. For the avoidance of doubt, Vendor shall be solely and

exclusively responsible for processing any and all additional refunds requested by a Client via the Booking Platform.

8. CANCELLATION POLICY

Client shall be subject to Vendor's cancellation policy.

9. ACCEPTABLE USE OF THE WEBSITE AND BOOKING PLATFORM

9.1 You may not use the Website (including the Booking Platform) to transmit, distribute, store or destroy any material or information (i) in violation of any applicable law or regulation, (ii) in a manner that infringes upon Company's Intellectual Property Rights (as defined below) or upon any third-party's intellectual property rights, (iii) in a manner that violates the privacy or other personal rights of third parties, (iv) that is defamatory, damaging, disruptive, obscene, threatening, abusive or hateful, and/or (v) in order to upload, post, email, transmit, or otherwise make available any content that (a) is deemed unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable; and (b) incites, encourages or threatens immediate physical harm against another including, but not limited to, User's Content (defined below) which (1) promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (2) contains material that solicits personal information from anyone under the age of eighteen (18) or exploits anyone in a sexual or violent manner.

9.2 When accessing the Website (including the Booking Platform), you shall be prohibited from:

- (i) using any device, software or the like to interfere or attempt to interfere with the proper functioning of the Website (including the Booking Platform);
- (ii) taking any action that imposes an unreasonable or disproportionately large data load on the Website's (including the Booking Platform's) infrastructure;
- (iii) copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website (including the Booking Platform) without Company's prior written consent;
- (iv) accessing, tampering with, or use non-public areas of the Website (including the Booking Platform), of Company's computer systems and/or of its third-party providers' technical delivery systems;
- (v) probing, scanning, or testing the vulnerability of any of Company's system or network or breach or circumvent any of Company's security or authentication measures;
- (vi) accessing, searching or attempting to access or search the Website (including the Booking Platform) by any means other than through Company's currently available, published interfaces that are provided by Company, unless Vendor has been specifically allowed to do so in a separate agreement with Company;
- (vii) reverse-assembling, reverse-engineering, decompiling or otherwise attempting to discover any source code relating to the Website (including the Booking Platform) or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (viii) attempting to access any area of the Website (including the Booking Platform) to which access is not authorized;
- (ix) using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website (including the Booking Platform);
- (x) conducting any systematic or automated data collection activities on or in relation to the Website (including the Booking Platform), including but not limited to data

scraping, mining, extraction, harvesting, framing and article spinning, without Company's prior written consent;

- (xi) using manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website (including the Booking Platform);
- (xii) using the Website (including the Booking Platform) to transmit or send unsolicited commercial and marketing communications for any purpose, without Company's prior written consent;
- (xiii) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- (xiv) disrupting or interfering with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming the Website (including the Booking Platform);
- (xv) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- (xvi) intentionally or unintentionally violating any local, state, federal, national or international law, in addition to any rules of any nation or other securities exchange, and any regulations having the force of law;
- (xvii) impersonating any other person or entity, sell Vendor's profile, provide false or misleading identification, payment or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity; and/or
- (xviii) collecting or storing of any personal data relating to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

10. USER'S CONTENT

10.1 Company allows (i) Clients to post reviews on the Product/Service(s) purchased from Vendors listed on the Platform, and (ii) Vendors to make available certain information, text, graphics, logos, photos, images, or any other material (" **User's Content** ") on the Booking Platform. You shall be the sole and exclusive owner or licensee of User's Content. You shall be solely and exclusively responsible for the User's Content that you post on the Booking Platform, including for its legality, reliability, and appropriateness. By posting User's Content on the Booking Platform, you grant Company the non-exclusive, worldwide, royalty-free, limited, revocable right/license to fully use, display, reproduce, and distribute such User's Content on and through the Booking Platform. You shall retain any and all of your rights to any of your respective User's Content that you submit, post or display on or through the Booking Platform and you shall be solely responsible for protecting those rights.

10.2 You represent and warrant to Company that:

- (i) The User's Content belongs to you (i.e. you own it) or that you have the right to use it (e.g. as licensee) and grant Company the rights and (sub-)license as granted by you under Section 10.1 of these Terms, and
- (ii) the posting or sharing of User's Content on or through the Booking Platform does not violate (a) Company's Intellectual Property Rights (defined below) or any third-party's intellectual property rights, (b) privacy rights, publicity rights, copyrights, contract rights or any other rights of Company or of any third-party.

10.3 Company reserves the right to block or remove User's Content that Company determines to be: (i) abusive, defamatory, or obscene; (ii) fraudulent, deceptive, or

misleading; (iii) in violation of Company's Intellectual Property Rights (defined below) or of any third-party's intellectual property rights or; (iv) offensive or otherwise unacceptable to Company in its sole and exclusive discretion. Company acknowledges that, by providing you with the ability to share, view and distribute user-generated content on the Booking Platform, Company is merely acting as a passive conduit for such distribution and is not assuming any obligation or liability relating to any contents, activities or transactions on the Website (including the Booking Platform).

11. REPRESENTATIONS & WARRANTIES

11.1 Each Client and Vendor hereby represents and warrants to Company that such Client's/Vendor's access to the Website (including the Booking Platform), use of the Services and purchase/sale of the Product/Services on the Booking Platform will:

- (i) be in accordance with these Terms;
- (ii) comply with all applicable laws, regulations and rules (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, and data protection);
- (iii) not be for any unlawful purposes;
- (iv) not entail, imply or give rise to the publication of any illegal content;
- (v) not further any illegal activities;
- (vi) not infringe upon or misappropriate any of Company's Intellectual Property Rights (defined below) or any third-party's intellectual property rights;
- (vii) will not involve uploading, posting, emailing, transmitting or otherwise offering any content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any third-party; and
- (viii) not be used to create, distribute, facilitate or operate in conjunction with malware, spyware, adware, or other malicious programs or code.

11.2 Vendor also represents and warrants that if Vendor is accessing the Website (including the Booking Platform) on behalf of an organization/company, Vendor (i) agrees to be bound by the terms and conditions of that organization/company; (ii) has the authority

to bind the organization/company to these Terms; and (iii) is not barred from contracting with Company under any applicable laws.

12. DISCLAIMER OF WARRANTIES

12.1 Unless otherwise provided under these Terms, the Website, Booking Platform and Services shall be provided by Company to you " *as is* ," and " *as available* " with all faults, defects, bugs, and errors.

12.2 COMPANY HEREBY (I) DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO YOUR USE OF THE SERVICES AND/OR TO YOUR SALE/PURCHASE (ON THE BOOKING PLATFORM) AND USE OF ANY PRODUCT/SERVICES; AND (II) MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND WITH RESPECT TO THE USER CONTENT AND BOOKINGS, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR INTEGRATION.

12.3 COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY), LICENSORS AND VENDORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, ACCURACY, RELIABILITY OR COMPLETENESS OF (I) THE INFORMATION CONTAINED ON THE WEBSITE, BOOKING PLATFORM AND SERVICES, AND (II) RELATED GRAPHICS PUBLISHED ON THE WEBSITE, BOOKING PLATFORM AND SERVICES FOR ANY

PURPOSE. THE WEBSITE, BOOKING PLATFORM, SERVICES AND/OR RELATED GRAPHICS ARE PROVIDED TO YOU BY COMPANY "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12.3 YOU ACKNOWLEDGE THAT THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON THE WEBSITE, BOOKING PLATFORM AND/OR SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS AND CHANGES, WHICH ERRORS AND CHANGES MAY BE PERIODICALLY MADE TO THE WEBSITE, BOOKING PLATFORM AND/OR SERVICES HEREIN.

12.4 NEITHER COMPANY NOR ITS AFFILIATES (IF ANY), LICENSORS, AND VENDORS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE INFORMATION THAT MAY BE AVAILABLE ON THE WEBSITE, BOOKING PLATFORM AND SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE ELEMENTS OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE YOUR COMPUTER SYSTEM, DATA OR PERSONAL INFORMATION.

12.5 COMPANY MAKES NO WARRANTY (I) THAT THE BOOKING PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE WEBSITE, BOOKING PLATFORM AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE WEBSITE AND /OR BOOKING PLATFORM WILL BE CORRECTED, OR (IV) THAT THE WEBSITE AND BOOKING PLATFORM OR ANY SERVER THROUGH WHICH YOU ACCESS THE BOOKING PLATFORM IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

12.6 COMPANY DOES NOT WARRANT OR GUARANTEE THAT ANY SUCCESSFUL COMMERCIAL RESULTS WILL BE OBTAINED BY VENDOR AS A RESULT OF USING THE WEBSITE, BOOKING PLATFORM AND SERVICES. AS SUCH, COMPANY WILL NOT BE LIABLE FOR (I) ANY FAILURE BY VENDOR, OR (II) ANY

LOSS OR DAMAGES INCURRED/SUSTAINED BY VENDOR, AS REGARDS TO VENDORS USE OR INABILITY TO USE THE WEBSITE, BOOKING PLATFORM AND SERVICES.

12.7 YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT COMPANY AND ITS AFFILIATES (IF ANY), LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT/SERVICE OR SERVICE ADVERTISED OR OFFERED BY A VENDOR OR THIRD PARTY THROUGH THE WEBSITE, BOOKING PLATFORM, ANY HYPERLINKED THIRD-PARTY WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. AS SUCH, COMPANY AND ITS AFFILIATES (IF ANY), LICENSORS AND SERVICE PROVIDERS SHALL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN CLIENT AND VENDOR, AND YOU AND ANY THIRD-PARTY PROVIDER.

13. COMPLIANCE WITH LAWS

In connection with your obligations under these Terms, you agree to comply with all federal, state, local and foreign laws, constitutions, codes, statutes and ordinances of any

governmental authority that may be applicable to your business activities under these Terms and/or Vendor's marketing, promotion and sale of the Product/Services. Vendor and Client agree to take all such further acts and execute all documents as Company may reasonably request in connection with such compliance.

14. USE OF VENDOR'S TRADEMARKS

14.1 " **Vendor's Trademarks** " shall include Vendors' trademarks, trade names, service marks and logos.

14.2 Vendor hereby expressly consents for Company to use Vendor's Trademarks on Company's Website including Booking Platform. Thus, Company may:

- (i) indicate in Company's advertising and marketing materials that Company is appointed by Vendor to market, promote and sell Vendor's Product/Services listed on the Booking Platform; and
- (ii) use Vendor's Trademarks in Company's sales/marketing materials and content.

15. INTELLECTUAL PROPERTY

15.1 All content, software, trademarks, data, information or information contained in any materials, or documents used in relation to the Website, Booking Platform and Services, including but not limited to any and all copyrighted works, databases, text, graphics, icons, designs, logos, graphics, hyperlinks, domain names, codes, information and agreements (" **Materials** "), are the sole and exclusive property of or are licensed to Company. Vendor may not reproduce, distribute or copy the Materials by any means, whether electronically or not, without Company's prior written permission.

15.2 Any and all intellectual property rights in the Materials, Website, Booking Platform and Services, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Materials and Product/Services, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term (" **Company's Intellectual Property Right(s)** "), vests solely and exclusively in Company, its affiliates (if any), its licensors, the respective Vendor or vendors, as the case may be. All rights not expressly granted by Company to you are reserved by Company. Save as expressly set out herein, you shall not acquire

any right, title or interest in Company's Intellectual Property Rights.

15.3 Vendor shall be the sole and exclusive owner of all Vendor's intellectual property rights in the Product/Services (" **Vendor's Intellectual Property Rights** ") which Vendor lists on the Booking Platform and Vendor's User Content. Company may not use any of Vendor's Intellectual Property Rights for any other purpose, other than mentioned under these Terms and not without Vendor's prior written consent. Vendor hereby grants Company the non-exclusive right to use Vendor's Intellectual Property Rights, free of charge, in connection with the sale of Vendor's Product/Service(s) to prospective/potential Clients on the Booking Platform, to the extent necessary for Company to (i) exercise Company's rights under these Terms, and (ii) perform Company's obligations under these Terms.

15.4 **Ownership of Website and Booking Platform** . You acknowledge and understand that all Intellectual Property Rights (defined below) in or relating to the Website and Booking

Platform and all related documentation, materials and software shall remain the exclusive property of Company or its licensors. As such, Vendor and Client hereby acknowledge that the Vendor and Client shall have no ownership interest in the Website and Booking Platform.

16. INDEMNIFICATION

16.1 You agree to indemnify and hold harmless Company from and against any liability, demand, damages, cost, or expense arising from any third-party claim, including but not limited to: (i) your violation of these Terms; (ii) your use or misuse of the Website, Booking Platform and Services; (iii) your infringement of Company's Intellectual Property Rights; (iv) any loss or damage caused by your use or misuse of the Booking Platform and Services; and/or (v) User's Content. Company shall indemnify and hold Vendor harmless from and against any liability or expense arising from a third-party claim based on any Negligence of Company. " *Negligence* " shall mean gross negligence or intentional misconduct.

16.2 In the event of a claim subject to indemnification hereunder, the indemnified Party shall: (i) promptly notify the indemnifying Party of the claim, (ii) provide the indemnifying Party with reasonable cooperation and assistance, at the indemnifying Party's expense, to defend such claim; and (iii) allow the indemnifying Party the opportunity to assume the control of the defense and settlement of such claim. The indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying Party must obtain the prior written approval from a duly authorized signatory of the indemnified Party prior to entering into any settlement affecting the indemnified Party's rights.

17. LIMITATION OF LIABILITY

17.1 COMPANY, ITS AFFILIATES (IF ANY), ITS LICENSORS, VENDORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD-PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, INJURY, VENDOR'S INABILITY OR FAILURE TO PERFORM PROFESSIONALLY OR PROVIDE THE PRODUCT/SERVICES, NO-SHOWS, LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO AND USE OF THE WEBSITE, BOOKING PLATFORM, SERVICES, AND/OR FROM YOUR PURCHASE OR SALE OF THE PRODUCT/SERVICES ON THE BOOKING PLATFORM, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 WHILE COMPANY TAKES PRECAUTIONS AGAINST SECURITY BREACHES, NO

WEBSITE OR INTERNET TRANSMISSIONS IS COMPLETELY SECURE AND VENDOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM UNAUTHORIZED ACCESS, HACKING, DATA LOSS, OR OTHER BREACHES THAT MAY OCCUR ON THE WEBSITE, THROUGH YOUR USE OF THE SERVICES AND/OR THROUGH YOUR PURCHASE OR SALE OF PRODUCT/SERVICES ON THE BOOKING PLATFORM.

17.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, COMPANY'S (INCLUDING ITS AFFILIATES (IF ANY), ITS LICENSORS, SERVICE

PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) LIABILITY TO VENDOR OR CLIENT FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, SHALL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED U.S. DOLLARS (\$100.00).

18. PRIVACY POLICY

Company's Privacy Policy is available at ThePartyStarter.com and governs the use, storage and processing of the personal information Vendor may provide to Company through your (i) access to the Website (and Booking Platform), (ii) use of the Services, and/or (iii) Product/Service purchase(s)/sale(s) on the Booking Platform. Your election to use the Services via the Website (and Booking Platform) and to purchase/sell Product/Services shall be deemed to constitute your acceptance of the terms of Company's Privacy Policy.

19. THIRD PARTY LINKS

The Website, Booking Platform and/or Services may contain links and/or ads to third-party websites or resources. Such links and/or ads to third-party websites or resources are provided only as a convenience. If you click on such links and/or ads you may leave the Website and/or Booking Platform. You acknowledge and agree that Company shall not be responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, Product/Services or services on or available from such websites or resources. The simple fact that the Website and/or Booking Platform contains links and ads to such third websites or resources does not imply any endorsement by Company of such third-party websites or resources or of the third-party content, Product/Services, or services available from such third-party websites or resources.

Your communications, interactions or business transactions/dealings with any third-party organizations/companies and/or individuals (including contractors and other users) found on or through the Website and/or Booking Platform, including any such third-party's terms, conditions, warranties or representations associated with such communications, interactions or business transactions/dealings (e.g. payment and delivery of goods or services), shall be solely between you and such third-party except as may be otherwise stated herein. You acknowledge and agree that Company shall not be (i) a party to any such business transactions/dealings you may enter into with such third parties, and (ii) liable for any loss or damage incurred by you as the result of any communication, interaction, business transaction or other dealings you may have with any third-party or users found through the Website, Booking Platform and/or your use of the Services.

BEFORE VISITING A THIRD-PARTY WEBSITE AND OR RESOURCES VIA COMPANY'S WEBSITE AND BOOKING PLATFORM, IT IS RECOMMENDED THAT YOU (I) REVIEW THE THIRD-PARTY'S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER DOCUMENTATION, AND (II) INFORM/EDUCATE YOURSELF ON THE REGULATIONS, POLICIES AND PRACTICES OF THE THIRD-PARTY WEBSITES AND/OR RESOURCES.

20. SUSPENSION & TERMINATION

20.1 Company may suspend or temporarily disable access to all or part of the Website, Booking Platform, Services or User Account if (i) Company suspects Vendor of partaking

in any illegal activity; (ii) Company reasonably believes that you have violated these Terms; or (iii) applicable law enforcement or other government agencies have requested Company to suspend or temporarily disable Vendor's access to the Website, Booking Platform and/or Services.

20.2 If Company breaches any of its obligations under these Terms, Vendor may terminate these Terms and close your User Account. Upon, your termination of these Terms and closing of your User Account, Company shall, providing there are no outstanding Orders, (i) block your access to all of the Website (including the Booking Platform), (ii) prevent Vendor from concluding any further Product/Service purchase or sale transactions with Clients on the Booking Platform (ii) block your use of the Booking Platform, (iii) delete all of your information associated with your User Account, including but not limited to your full name, address, contact information, and Login Credentials, and (iii) delete all of your data in your User Account. You acknowledge that should there be any pending Dispute (defined below) or related legal claim between the Parties, Company may retain all of your information associated with your User Account for a minimum period of twelve (12) months or for as long as is necessary.

21. DISPUTE RESOLUTION

21.1 If any dispute or difference shall arise between the Parties as to the meaning or application of these Terms, the rights or liabilities of the Parties or otherwise in relation to these Terms, then (without prejudice to any other express or implied rights or powers) the dispute or difference (" **Dispute** ") shall be determined as follows:

- (i) A Party must not commence arbitration or court proceedings (except proceedings seeking interlocutory relief) relating to a Dispute arising under these Terms unless it has complied with this Section 21.
- (ii) A Party claiming that a Dispute has arisen under these Terms must give the other Party written notice of the particulars of the Dispute.
- (iii) In the event of a Dispute, difference or claim between the Parties hereto, arising out of the use of the Website or Booking Platform; or in any way relating to these Terms, or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such difference, dispute, claim or question by mutual discussion, failing which the same shall be referred to the Atlanta International Arbitration Society in Atlanta, Georgia, or any statutory modification or re-enactment thereof for the time being in force.

21.2 You acknowledge and agrees that if any dispute or difference shall arise between you or another user, Vendor, Client or third-party, you shall be solely responsible for your conduct. You agree that Company shall not be liable for any dispute that arises between you and any other user, Vendor, Client or third-party.

22. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the State of Georgia, United States of America (" **US** ").

You expressly understand and agree to submit to the exclusive jurisdiction of the Atlanta International Arbitration Society in Atlanta, Georgia. You agree that in respect of any Dispute arising upon, over or in respect of any of the terms and conditions of these Terms, only the Atlanta International Arbitration Society in Atlanta, Georgia shall have jurisdiction to try and adjudicate such dispute to the exclusion of the US court system. Furthermore, you acknowledge and agree that nothing contained in these Terms shall limit Company's right to institute legal proceedings in any other court of competent jurisdiction or in any other jurisdiction.

23. GENERAL PROVISIONS

23.1 **Non-Exclusivity.** The Parties' respective obligations under these Terms are non-exclusive and nothing herein is intended to restrict you from accessing or using any other third-party's platform, even if such platform is similar to the Booking Platform provided by Company.

23.2 **Age Restriction.** In order to use the Services, you must be at least eighteen (18) years of age, or the legal age to form a binding contract in your jurisdiction, if that age is greater than eighteen (18) years of age. Individuals who are under the age of least eighteen (18) or the legal age are prohibited from using the Services.

23.3 **Severability.** If any of the provisions or portions of these Terms are held to be invalid under any applicable statute or rule of law, they are to that extent deemed to be omitted from these Terms without in any way invalidating or impairing the other provisions of these Terms.

23.4 **No Waiver.** Save for Section 6.1.10, a Party's failure or delay in enforcing any provision of these Terms will not operate as a waiver of the right to enforce that provision or any other provision of these Terms at any time. A waiver of any provision of these Terms shall be in writing, specify the provision to be waived and signed/executed by the party agreeing to the waiver.

23.5 **No Assignment.** You shall not assign or otherwise transfer your rights under these Terms, without the prior written consent of Company. Any attempt to make such an assignment without Company's consent shall be void. Company consent shall not be unreasonably withheld.

However, these Terms shall be binding upon and inure to the benefit of Company, its affiliates, or any corporation or other entity to which Company may (i) transfer all or substantially all its assets and business, and (ii) assign these Terms, in which case references to "Company" as used herein shall mean such affiliate, corporation or other entity.

23.6 **No Agency, Partnership, Collaboration, Employment or Independent Contractor Status.** You acknowledge that Company is merely a service provider. Accordingly, there is no employment, agency, joint venture, partnership, collaboration or independent contractor relationship between you and Company.

Company does not and shall not be required to assume, and expressly disclaims, any obligations or liabilities that could arise from or relate to an employment or independent contractor relationship (whether between Company and Vendor, or between Vendor and a Client), including, but not limited to, any obligations or liabilities relating to immigration or sponsorship matters or other work permits, wages, expenses, benefits, workers compensation premiums, health insurance, unemployment, social security, training or tax obligations.

23.7 **Notices.** Except as otherwise provided under these Terms, any notice required or permitted to be given will be effective only if it is in writing and sent by certified mail, registered mail, courier or to hello@thepartystarter.com

23.8 **Entire Agreement.** These Terms represents the entire agreement between the Parties relating to the subject matter hereof. These Terms alone fully and completely expresses the agreement of the Parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein.

24. CONTACT INFORMATION

Should you have any questions concerning these Terms and/or any issues or concerns about the Website, Booking Platform or Services, you may contact Company at hello@thepartystarter.com.

Effective Date: September 27, 2022.