

EVENT CLINICS

TERMS OF SERVICE AGREEMENT

(Buyers and Other Non-Organizers)

For buyers and non-organizers | [For organizers](#)

Welcome to Event Clinics. Event Clinics enables people to plan, promote, and register for equestrian related clinics and schooling shows. We make it simple for everyone to discover equestrian events, and to share the events they are attending with the people they know. The following pages contain our Terms of Service, which govern all use of our Services.

1. ACCEPTANCE OF TERMS.

1.1 Overview.

The following terms of use, conditions and services (this "TOS") govern all use by you as a Buyer (as defined below) or other non-Organizer (as defined below) user or visitor of (a) the Event Clinics, Inc. websites and domains (including all webpages, subdomains and subparts therein contained, the "Site"), (b) any and all services available on or through the Site or otherwise provided by Event Clinics, Inc. ("EVENT CLINICS") in connection with events listed on the Site, and (c) all Software (as defined below) (collectively, the "Services"). The Services are owned and operated by EVENT CLINICS. The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by EVENT CLINICS. BY USING OR ACCESSING ANY PART OF THE SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME ON THE SITE BY EVENT CLINICS. IF YOU DO NOT AGREE TO ANY OF SUCH TERMS, CONDITIONS, RULES, POLICIES OR PROCEDURES, DO NOT USE OR ACCESS THE SERVICES.

1.2 Modification.

EVENT CLINICS reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this TOS at any time. It is your responsibility to check this TOS periodically for changes. Your continued use of the Services following the posting of any changes to this TOS constitutes acceptance of those

changes. If any change to this TOS is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Services.

2. DESCRIPTION OF EVENT CLINICS.

EVENT CLINICS provides a simple and quick means for registered users who are event organizers ("Organizers") to collect payments with respect to the sale of tickets/registrations with respect to events registered on the Site from users who want to attend such events ("Buyers" or "you"). Organizers may visit the Site, fill out a questionnaire about their event, including pricing, location, inventory, etc., and collect event registration fees online directly from Buyers. Payments are all transacted through the EVENT CLINICS payment processing gateway (the "Gateway") or other third party payment service methods. This TOS applies to you and your use of the Services as a Buyer and/or other non-Organizer user or visitor of the Services ("non-Organizer" or "you"). For the Terms of Service Agreement that applies to you and your use of the Services as an Organizer, please see [here](#).

3. YOUR USE OF THE SERVICES.

3.1 The Services.

Event Clinics hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for the purposes of browsing the Site, and searching for, viewing, registering for, and interacting with, an event that is registered on the Site, in each case (i) in compliance with this TOS, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic). Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or Site Content (as defined below); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Services or Site Content; (v) engage in any activity that interferes with or disrupts the Services; or (vi) engage in any fraudulent activity or activity that facilitates fraud.

3.2 Software.

If you are allowed to download or use any Software in connection with the Services, EVENT CLINICS hereby grants you a personal, non-transferable, non-

sublicensable, revocable, non-exclusive license to use the Software solely for your internal use in connection with the Services, and only in accordance with this TOS and the written instructions/directions (if any) provided by EVENT CLINICS in conjunction with the Software. For purposes of this TOS, "Software" shall mean any and all software that is available on or through the Site or otherwise provided by EVENT CLINICS). For clarity, the Software will be deemed a part of the "Services" hereunder.

The Software and the transmission of applicable data is subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. You shall also be responsible for using the Software in a manner that complies with all federal, state and local laws and the rules and regulations of all credit card companies.

The Software and related documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in United States Federal Acquisition Regulations Section 12.212. Any use, duplication or disclosure of the Software or such documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this TOS.

3.3 Use of the Event Clinics Software.

EVENT CLINICS hereby grants you a personal, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Event Clinics Software solely for your internal use in connection with the Services, and only in accordance with this TOS and the written instructions/directions (if any) provided by EVENT CLINICS in conjunction with the Software. For purposes of this TOS, "Software" shall mean any and all software that is available on or through the Site or otherwise provided by EVENT CLINICS. For clarity, the Software will be deemed a part of the "Services" hereunder.

If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access EC in compliance with the TOU; unlicensed access is unauthorized. If you use any Event Clinics Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the Event Clinics Services only with involvement of a parent or guardian. To be consistent with the terms of use of any FPM service provider or other third party service provider, you must be at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, to register for an account. Event Clinics does allow the registration for activities of individuals under 18 year old with the consent of adults, who can purchase with a credit card or other permitted payment method.

You may use Event Clinics Software solely for purposes of enabling you to use and enjoy the Event Clinics Services as provided by Event Clinics, and as permitted by the Conditions of Use, these Software Terms and any Service Terms. You may not incorporate any portion of the Event Clinics Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Event Clinics Software or otherwise assign any rights to the Event Clinics Software in whole or in part. You may not use the Event Clinics Software for any illegal purpose. We may cease providing any Event Clinics Software and we may terminate your right to use any Event Clinics Software at any time. Your rights to use the Event Clinics Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. Additional third party terms contained within or distributed with certain Event Clinics Software that are specifically identified in related documentation may apply to that Event Clinics Software (or software incorporated with the Event Clinics Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Event Clinics Service is the property of Event Clinics or its software suppliers and protected by United States and international copyright laws.

3.4 Use of Third Party Services.

When you use the Event Clinics Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3.5 No Reverse Engineering.

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Event Clinics Software, whether in whole or in part, or create any derivative works from or of the Event Clinics Software.

3.6 Updates.

In order to keep the Event Clinics Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

3.7 Export Regulations; Government End Users.

The Software and the transmission of applicable data is subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. You shall also be responsible for using the Software in a manner

that complies with all federal, state and local laws and the rules and regulations of all credit card companies. You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the Event Clinics Software.

The Software and related documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in United States Federal Acquisition Regulations Section 12.212. Any use, duplication or disclosure of the Software or such documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this TOS.

4. PAYMENT.

4.21 Refunds.

It is the responsibility of the Organizer to communicate its refund policy to Buyers and to issue refunds to Buyers separate from communications within the site. If a Buyer desires to request a refund, Buyer must request the refund from the Organizer. All communications or disputes regarding refunds are between the Organizer and Buyer and EVENT CLINICS will not be responsible or liable in any way for refunds, errors in issuing refunds, or lack of refunds in connection with the Services. All communications and disputes regarding chargebacks and refunds are between the Organizer and Buyer and EVENT CLINICS will not be responsible or liable in any way for chargebacks in connection with a Buyer's use of the Services. If you are a Buyer and you wish to request a refund in connection with an event listed on the Services, you should contact the applicable Organizer directly. In the event the Organizer fails to provide you in a timely fashion with an appropriate refund, please contact refunds@eventclinics.com.

5. YOUR REGISTRATION OBLIGATIONS.

To be a registered user of the Services, whether as a Buyer or other non-Organizer, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You agree and hereby acknowledge as a condition of your right to access and services you will provide accurate and current information on all forms. You will not impersonate any person or entity, misrepresent your affiliation with any person or entity; or misrepresent the origin of any content distributed throughout the website. If you provide any information that is untrue, inaccurate, not current or incomplete, or EVENT CLINICS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EVENT CLINICS has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the Services (or any portion thereof).

6. ACCOUNT, PASSWORD AND SECURITY.

As part of the Site registration process, you will create a password and account. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify EVENT CLINICS of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. EVENT CLINICS cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account. In the event of any dispute between two or more parties as to account ownership, you agree that EVENT CLINICS shall be the sole arbiter of such dispute in its sole discretion and that EVENT CLINICS'S decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

7. CONTENT.

7.1 Site Content.

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by EVENT CLINICS in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. EVENT CLINICS may own the Site Content or portions of the Site Content may be made available to EVENT CLINICS through arrangements with third parties. Except as expressly authorized by EVENT CLINICS in writing or in connection with your use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other web site or in a networked computer environment for any purpose. Reproducing, copying or distributing any Site Content for any other purpose is strictly prohibited without the express prior written permission of EVENT CLINICS. You shall use the Site Content only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

7.2 Your Content.

You acknowledge and agree that if you contribute, provide or make available any Content to the Site ("Your Content"), you hereby grant to EVENT CLINICS a non-

exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Your Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic). In addition, Your Content must be accurate and truthful. EVENT CLINICS reserves the right to remove any of Your Content from the Site at any time if EVENT CLINICS believes in its sole discretion that it does not comply with this TOS. In addition, you agree that EVENT CLINICS may use your name and logo (whether or not you have made it available through the Site) for the purpose of identifying you as an existing or past customer of EVENT CLINICS both on the Site and in marketing and promotional materials.

8. CONDUCT.

8.1 Certain Restrictions.

Whether you are using the Services as a Buyer or other non-Organizer, you understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to Organizers, Buyers and other non-Organizers. You agree not to use the Services to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, an EVENT CLINICS representative or leader, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity;

- upload, post, email, transmit or otherwise make available any Content related to the sale or provision of goods and services other than the sale or provision of tickets and registrations to events listed on the Site and other goods and services being sold or provided in conjunction with such events;
- upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to otherwise interact with the Services in a manner not permitted by this TOS or expressly authorized by EVENT CLINICS
- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- intentionally or unintentionally violate any applicable law or regulation (foreign or domestic), including without limitation (i) regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange (e.g., the New York Stock Exchange, the American Stock Exchange or the NASDAQ) and (ii) laws and regulations (foreign or domestic) regarding the sale or resale of tickets (including without limitation with respect to licensure requirements, maximums or limits on ticket prices, etc.); or
- stalk or otherwise harass any person or entity.

8.2 Certain Remedial Rights.

Whether you are using the Services as a Buyer or other non-Organizer, you acknowledge that EVENT CLINICS does not pre-screen any Content provided or made available by you or any third party in connection with the Services, but that EVENT CLINICS and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor, alter, edit, or remove any of your Content, in whole or in part, and/or (ii) rescind and terminate your right to use the Services at any time (with or without notice) for any reason or no reason. You acknowledge and agree that EVENT CLINICS may preserve Your Content and may also disclose Your Content for any reason, including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any of Your Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of EVENT CLINICS, its users and/or the public. You understand that the technical processing and transmission of the Services, including Your Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

9. SPECIAL ADMONITIONS FOR INTERNATIONAL USE.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. By way of illustration and not limitation, you agree to comply with all applicable laws and regulations (foreign and domestic) regarding the transmission of technical data exported from the United States or the country in which you reside.

In addition, the Services are subject to United States export controls. No part of the Services may be exported or re-exported into, or to a national or resident of, any country to which the U.S. has embargoed goods and/or services of the same type as the Services. By using the Services or any part thereof (including by downloading any Software), you represent and warrant that you are not located in, and you are not a national or resident of, any such country. Further, no part of the Services (including any Software) may be exported or re-exported to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. By using the Services or any part thereof (including by downloading any Software), you represent and warrant that you are not a person or entity or under the control of or affiliated with a person or entity that appears on any such list.

10. INDEMNITY.

You agree to defend, indemnify and hold EVENT CLINICS, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your Content; the events listed on the Service; your use of, contribution to or connection with the Service; your violation of this TOS; and/or your violation of any rights of another. EVENT CLINICS shall provide notice to you of any such Claim, provided that the failure or delay by EVENT CLINICS in providing such notice shall not limit your obligations hereunder. EVENT CLINICS reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting EVENT CLINICS's defense of such matter.

11. SERVICE MODIFICATIONS/SUSPENSIONS.

EVENT CLINICS reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. You agree that EVENT CLINICS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. TERMINATION.

EVENT CLINICS, in its sole discretion, may terminate your password, accounts (or any part thereof) and/or your right to use the Services, and remove and discard any and all of Your Content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due EVENT CLINICS, or if EVENT CLINICS believes that you have violated or acted inconsistently with the letter or spirit of this TOS. You agree that any termination of your right to use the Services may be effected without prior notice, and acknowledge and agree that EVENT CLINICS may immediately deactivate or delete your account and all related Content and files related to your account and/or bar any further access to such files or the Services. Further, you agree that EVENT CLINICS shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of this TOS that by their nature should survive termination of your right to use the Services shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses).

13. LINKS.

The Services may provide, or third parties may provide, links to other Internet websites or resources. Because EVENT CLINICS has no control over such websites and resources, you acknowledge and agree that EVENT CLINICS is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that EVENT CLINICS shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such Content, advertising, products, services or other materials available on or through any such website or resource.

14. DISCLAIMER OF WARRANTIES.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EVENT CLINICS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF

ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. EVENT CLINICS MAKES NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU, OR EVENTS ATTENDED, THROUGH THE SERVICES, OR THE SERVICES THEMSELVES (OR ANY PART THEREOF), WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. EVENT CLINICS IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER, BUYER OR OTHER NON-ORGANIZER, ORGANIZER OR THIRD PARTY BEFORE, DURING AND/OR AFTER AN EVENT; AND EVENT CLINICS WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED IN (I) THROUGH (V) ABOVE. YOU ACKNOWLEDGE THAT EVENT CLINICS HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS' (INCLUDING BUYERS', OTHER NON-ORGANIZERS' AND ORGANIZERS') CONTENT OR LISTINGS, OR THE ABILITY OF ANY USER (INCLUDING BUYERS, OTHER NON-ORGANIZERS AND ORGANIZERS) TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Notwithstanding the foregoing, you may report the misconduct of users, Buyers, other non-Organizers, Organizers and/or third parties in connection with the Site or any Services to EVENT CLINICS. EVENT CLINICS, in its sole discretion, may investigate the claim and take necessary action.

15. LIMITATION OF LIABILITY.

EVENT CLINICS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS TOS, FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EVENT CLINICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR (III) ANY MATTERS BEYOND EVENT CLINICS'S REASONABLE CONTROL. EVENT CLINICS SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR

CONTENT OR ANY CONTENT OF ANY OTHER USER OF THE SERVICES. IN ADDITION, EVENT CLINICS IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY FPM SERVICE), AND EVENT CLINICS HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTY SERVICE PROVIDER. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Event Clinics makes no representation or warrant as to the exhaustiveness and timeliness of the information communicated on the website. Use by the user of the information contained on this website is the sole responsibility of said user. This website is normally accessible 24 x 7. However, Event Clinics may at any moment and without notice suspend, interrupt or cancel access to all or part of the site, in particular due to IT problems, technical problems, maintenance operations or any other case beyond its control.

Event Clinics shall not shall be liable with respect to any user or third party for any direct, indirect, material damage or consequential loss sustained by the information management system of the user or of any other system; or resulting from the hindrance of the user in the use of or access to the site. Event Clinics does not bear any responsibility whatsoever for any websites that are linked by way of hyperlink to this website.

Buyer and Non-Organizer User agree that no provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider

16. RELEASE.

IN CONSIDERATION OF BEING PERMITTED TO ACCESS AND USE THE SERVICES, YOU HEREBY AGREE TO RELEASE EVENT CLINICS, AND ITS AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, OTHER PARTNERS, AND EMPLOYEES FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DISPUTES BETWEEN YOU AND THIRD PARTIES (INCLUDING OTHER ORGANIZERS, BUYERS, AND OTHER NON-ORGANIZERS) IN CONNECTION WITH THE SERVICES, YOUR ACCESS AND USE OF THE SERVICES, OR ANY EVENTS LISTED THEREON.

17. PRIVACY.

All information provided by you or collected by EVENT CLINICS in connection with the Services is governed by EVENT CLINICS's Privacy Policy, a copy of which is located at <https://www.Event Clinics.com/privacypolicy>, which is hereby incorporated by reference into this TOS. EVENT CLINICS strongly recommends that you review the Privacy Policy closely. Further, any information submitted or provided by you to the Services may be publicly accessible. You should take care to protect private information or information that is important to you. EVENT CLINICS shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information on the Services, this information may become public. EVENT CLINICS does not control and shall not be responsible for the acts of you or any other users (whether Organizers, Buyers, other non-Organizers or otherwise) of the Services.

18. NOTICE & ELECTRONIC COMMUNICATION.

When you use any Event Clinics Service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other Event Clinics Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. The Services may also provide notices of changes to this TOS or other matters by displaying notices or links to notices to you generally on the Services. Any notice from you to us shall be sent in writing to our mailing address at Event Clinics, Inc., 600 Water ST SW NBU 6-16 Washington DC 20024

19. TRADEMARK INFORMATION.

The trademarks, service marks, and logos of EVENT CLINICS Inc, Event Clinics (the "EVENT CLINICS Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of EVENT CLINICS. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks", and, collectively with EVENT CLINICS Trademarks, the "Trademarks"). The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of EVENT CLINICS specific for each such use. The Trademarks may not be used to disparage EVENT CLINICS, any third party or EVENT CLINICS's or third party's products or services, or in any manner (in EVENT CLINICS's sole

judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless EVENT CLINICS approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any EVENT CLINICS Trademark shall inure to EVENT CLINICS's benefit.

19.1 COPYRIGHT COMPLAINTS

Event Clinics respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#).

20. GENERAL.

20.1 Entire Agreement.

This TOS constitutes the entire agreement between you and EVENT CLINICS and governs your use of the Services as a Buyer or other non-Organizer, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and EVENT CLINICS on the subject matter hereof. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party Content, third party software or the Services in a manner other than as governed by this TOS.

20.2 Choice of Law.

This TOS and the provision of the Services to you are governed by the laws of Delaware, U.S.A.

20.3 Arbitration.

Any controversy or claim arising out of or relating to this TOS or the provision of the Services shall be exclusively settled by binding arbitration in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Service, Inc. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Delaware, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Subject to the foregoing arbitration provision, you and EVENT CLINICS agree to submit to the personal jurisdiction of the courts located the state of Delaware. Either you or EVENT CLINICS may seek any interim or preliminary relief from a court of competent jurisdiction in Delaware, necessary to protect the rights or property of you or EVENT CLINICS (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

20.4 Waiver; Invalid Provisions.

The failure or delay of EVENT CLINICS to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. No oral waiver, amendment or modification shall be effective under any circumstance whatsoever. If any provision of this TOS is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS shall remain in full force and effect.

20.5 Titles.

The section titles in this TOS are for convenience only and have no legal or contractual effect.

20.6 Violations.

Please report any violations of this TOS by email to support@EventClinics.com.