

Terms of Use

Welcome to this website and other websites, social media, online locations and mobile apps (each a "Site" and collectively, the "Sites") operated by Kapow Events, Inc. and its affiliates ("Kapow" "we", "us", or "our"), through which Kapow offers certain services ("Services"), including, without limitation, an online marketplace which provides users with access to promotions, venues and ideas for events ("Events"), Event packages and other services. Use of the Sites and the Services is subject to the following Terms of Use ("Terms"), together with the [Privacy Statement](#).

Acceptance of Terms of Use

By accessing and using the Sites, you acknowledge that you have read, understood and agree to be bound by these Terms, including, without limitation, the Privacy Statement, which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Sites or any of their content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE SITES AND THEIR CONTENTS IS SUBJECT TO THESE TERMS, KAPOW'S PRIVACY STATEMENT, AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE SITES IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the bottom of this page. Each time you access, use or browse the Sites, you signify your acceptance of the then-current Terms. Any material changes in these Terms take effect upon posting and apply only to your use of the Website and information collected from you on and after the Last Revised date, unless we have other written communications with you.

Kapow may make changes to the Sites, content, services or features of the Sites at any time. You understand and agree that Kapow may discontinue or restrict your use of any Site at any time for any reason or no reason and with or without notice.

If you accept or agree to these Terms on behalf of a company, legal entity, association, partnership or other entity, you represent and warrant that you have the authority to bind that Company to these Terms and, in such event, "you", "your" or "user" will refer and apply to that Company. Even if you are using the Site or the Services on behalf of a Company, you agree that you, as an individual, are bound by these Terms and the Privacy Statement.

Your access to or use of certain aspects of the Services or the Sites may be subject to additional terms, conditions, details and specifications, posted to the Sites, or may require you to agree with and accept additional terms and conditions ("Supplemental Terms"). By accessing or using those aspects of the Services or the Sites (or booking such Event) you are expressly agreeing to such Supplemental Terms. If there is a conflict between the terms and conditions of these Terms and terms and conditions of any Supplemental Terms, the terms and conditions of the Supplemental Terms will take precedence with respect to your access to or use of those Services or that area of the Site (or booking of such Event).

Privacy Statement

Please review the [Privacy Statement](#) for the Sites, which is incorporated in these Terms. If you do not agree with the Privacy Statement, you are not authorized to use the Sites.

Permitted Uses

Any Content, as defined below, is made available for your personal, noncommercial use, provided that you may use the Services in connection with a corporate Event. You agree to abide by any posted limitations relating to use, reproduction or dissemination of any Content. Any use of the Sites or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under the law.

The Sites are controlled within the United States of America and are directed to individuals residing in the United States. Those who choose to access the Sites from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. Kapow does not represent that the Sites or Content are appropriate outside the United States of America. Kapow reserves the right to limit the availability of the Sites for any person, geographic area or jurisdiction at any time in its sole discretion.

In consideration of your use of the Sites, you represent that you are of an age to form a legal binding contract and you are not prohibited from receiving the Services under the laws of the United States or any other applicable jurisdiction.

The Sites are directed to persons 13 years of age or older and the Services on the Sites are directed to persons 18 years of age or older. Kapow and the Sites do not knowingly collect information from children under age 13. If you are under age 13, you are not permitted to use the Sites or to submit any personally identifiable information to the Sites. If you provide information to Kapow through the Sites, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on a Site, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf.

Proprietary Rights

You acknowledge and agree that, as between Kapow and you, all right, title, and interest in and to the Sites and the Content, including, without limitation, any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by Kapow, its subsidiaries, affiliates, licensors, related entities other content providers, and are protected by United States intellectual property and other applicable laws.

You acknowledge and agree that as between Kapow and you, all content available through the Sites or otherwise presented by Kapow or developed or produced by Kapow in connection with the Services, including, without limitation, text, brands, photographs, documents, graphics, audio, videos, logos, icons, images, media, data, charts, maps, software and other information and materials ideas, proposals, concepts, content, materials, works and deliverables (collectively, the "Content") shall remain the exclusive property of Kapow and Kapow shall retain all rights with respect to same, including, the sole right to implement, use, publish and/or publicly disseminate the Content. You agree that you will not use any Content other than as directed by Kapow, without Kapow's prior written consent. Subject to Kapow's compliance with applicable laws, you hereby grant Kapow a license and right to use and reuse the photographs and recordings taken at any Event solely for its promotional purposes, including, in whole or in part or in any edited or modified form, for display on websites and social media sites designated by Kapow, as well as in promotional emails and newsletters, accessible throughout the world, for such period of time as determined by Kapow. To the extent that any such photograph or recording contains any identifiable person that is a guest or attendee at your Event ("Event Guest"), you represent and warrant that you will obtain such Event Guest's consent to use such photographs and recordings taken at the Event for its promotional purposes as specified in the preceding sentence.

Copyright

All Content is the copyright and property of Kapow, its subsidiaries, affiliates, licensors, related entities or its content providers and is protected by U.S. and international copyright laws. You agree not to copy, modify, distribute, transmit, republish, sell, resell or exploit, for any purpose, any portion of the Sites or the Content other than as expressly authorized by Kapow in writing.

Trademarks

The trademarks, service marks, logos, slogans, trade names and trade dress used on the Sites are proprietary to Kapow, its subsidiaries, affiliates, licensors, related entities or its content providers. Third party trademarks referenced in the Sites do not constitute or imply affiliation with, endorsement, or recommendation of Kapow by the respective trademark owners. Without limitation, Kapow Events®, Kapow™ and other valuable trademarks are owned by Kapow, its subsidiaries, licensors, or related entities.

Account Password and Security

The Sites contain some features and areas that require registration and creation of an account with an account ID and password (collectively, “Registered Area”). You agree to provide only accurate and truthful information in creating or maintaining an account. You are responsible for maintaining the confidentiality of your password and are fully responsible for all uses of your password, whether by you or others. When you register for a Registered Area and each time you access your account, you agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify Kapow of any unauthorized use of your password or account or any other breach of security. Kapow reserves the right to delete, modify or remove any content on any account at any time in its sole discretion. You are solely responsible to backup any content that you do not want deleted, modified or removed from the account. Kapow is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section or these Terms.

User Content

The Sites, which include Kapow’s social media, apps, and other online locations, may include features which allow users to submit content that others can access. You retain rights you hold in content that you submit to any Site. All user content submitted or views posted or made available on the Sites are strictly those of the originating author or user, who shall be solely responsible for such content. Kapow may or may not screen, review, monitor or respond to any content submitted by users, and is not responsible for the accuracy or truthfulness of any user content. However, Kapow reserves the right to edit, block, or remove any content at any time. Use of or reliance on user content is entirely at your own risk.

You agree that the following actions, without limitation, are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Kapow reserves the right to determine what types of conduct it considers to be inappropriate use of the Sites, its content, or the Services. In the case of inappropriate use, Kapow may take such measures as it determines in its sole discretion. By way of example, and not as limitation, you agree that you will not and will not cause, advocate, encourage, or assist any third party to: (i) use the Sites or any user content for any purpose or to take any actions in violation of local, state, national, or international laws, regulations, codes, or rules; (ii) violate any terms, conditions, code of conduct or other guidelines which may be applicable to the Site where posted; (iii) take any action that imposes an unreasonable or disproportionately large load or adverse impact on the Site (such as uploading files that contain viruses); (iv) engage in unauthorized framing or linking, or via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to user content; (v) aggregate, copy, duplicate, publish, transmit, distribute, license, sell or otherwise exploit or make available the Sites, the Services, any Content or user content, or any element thereof, to third parties, or use the Sites for unsolicited advertising; (vi) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy, intellectual property, and publicity) of others; (vii) access the Services if you are our competitor, except with our prior written consent, or access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes, including, but not limited to, building a competitive product or service; (viii) submit viruses, mal-ware, or any other technologies, including without limitation, cancel bots, Trojan horses, harmful code, corrupted files, flood pings, denial-of-service attacks, packet, screen scrapers, automated tools, or IP spoofing, that may harm Kapow, or the interests or property of users; (ix) use any device, software or routine or the like to interfere or attempt to interfere with any Site functionality or attempt to access any area of the Site to which your access is not authorized or Kapow’s computer systems, or the technical delivery systems of Kapow’s providers; or (x) engage in any other action that, in the judgment of Kapow, exposes it or any third party to potential liability or detriment of any type.

By submitting content to the Sites, you grant Kapow a royalty-free, perpetual, irrevocable, worldwide license, without further compensation, to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute such content. This license continues indefinitely beyond termination of these Terms for any reason by any party. You warrant and covenant that the content you submit is true, your own original work, and does not violate any applicable law, infringe or violate any other person’s or entity’s rights, or require any third party releases or any payment to a third party.

Links to Other Websites

The Sites may contain advertisements, postings and links to websites operated by other parties. The Sites provide these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked websites are not under the control of Kapow which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply Kapow's endorsement of information, material, products or services of any other party or any other website. Kapow disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that Kapow is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other website or resource.

Modifications, Suspension and Termination

Kapow reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Sites, Content, Services or any portion thereof, with or without notice. You agree that Kapow will not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, Content, Services, access to the Registered Area or any portion thereof.

Kapow reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Sites, Content, Services or any portion thereof for any reason, including, without limitation, any breach by you of these Terms. You agree that Kapow shall not be liable to you or any third party for any such suspension, discontinuance or termination.

Your Indemnity of Kapow

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS KAPOW AND ITS RESPECTIVE OFFICERS, DIRECTORS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBSIDIARIES, PARTNERS, MEMBERS, LICENSORS, LICENSEES, SERVICE PROVIDERS, ADVERTISERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND OTHERS ACTING IN CONCERT WITH ANY OF THE FOREGOING, FROM AND AGAINST ANY DAMAGE, LOSS, LIABILITY, CLAIM, OBLIGATION, DEMAND, ACTIONS, SUITS, COSTS AND EXPENSE (INCLUDING WITHOUT LIMITATION ALL REASONABLE ATTORNEYS' FEES AND EXPERT'S FEES AND EXPENSES, AND ALL OTHER EXPENSES OF INVESTIGATION AND DEFENSE), JUDGMENTS OR AWARDS OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO, ARISING OUT OF OR IN CONNECTION WITH ANY ONE OR MORE OF THE FOLLOWING: (A) YOUR USE OF OR RELIANCE ON THE SITES OR ANY CONTENT OR SERVICES OR ANY PORTION THEREOF; (B) YOUR OR YOUR EVENT GUESTS/ATTENDEES DEALINGS IN CONNECTION WITH THE SITES, KAPOW OR ANY VENUES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, SERVICE PARTNERS, VENDORS, SUPPLIERS, SUBCONTRACTORS OR OTHER THIRD PARTIES (COLLECTIVELY, "MERCHANTS"). IN CONNECTION WITH ANY EVENT; (C) YOUR SUBMISSION(S) OR ANY MATERIALS OR CONTENT YOU SUBMIT OR TRANSMIT TO THE SITES OR TO KAPOW; (D) YOUR VIOLATION OF THESE TERMS, OR OTHER GUIDELINES OF ANY SITE, ANY APPLICABLE LAWS, OR THE RIGHTS OF KAPOW OR ANY THIRD PARTY; AND/OR (E) ANY ACTIVITY RELATED TO YOUR USE OF ANY RESTRICTED AREA, OR ANY OTHER PERSON ACCESSING THE SITES, USING YOUR ACCOUNT OR THE SERVICES.

Disclaimers and Limitation of Liability

THE SITES, THE SERVICES, ALL CONTENT, AND ANY PORTION THEREOF, ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KAPOW MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY SITES, CONTENT, THE SERVICES, OR ANY PORTION THEREOF. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITES, CONTENT AND SERVICES, OR ANY PORTION THEREOF, IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, NOTHING IN THESE TERMS SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY KAPOW OF THE SAFETY, SUITABILITY,

FUNCTIONALITY OR USEFULNESS OF ANY OF THE SERVICES, THE SITE, THE CONTENT, OR ANY PORTION THEREOF. KAPOW MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITES IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, KAPOW DISCLAIMS ALL LIABILITY AND OBLIGATION AND SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO YOU, ANY OF YOUR EVENT GUESTS/ATTENDEES OR ANY OTHER PERSON FOR OR ON ACCOUNT OF (A) ANY LOSSES SUSTAINED BY, OR ANY LOSSES INCURRED BY OR ASSESSED OR ASSERTED AGAINST OR IMPOSED UPON YOU, ANY EVENT GUEST/ATTENDEE OR ANY OTHER PERSON; OR, (B) ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND (INCLUDING LOST PROFITS OR ANY INTERRUPTION OF BUSINESS) WHETHER SUCH CLAIM OR ACTION IS BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, EVEN IF KAPOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, WHICH IN ANY MANNER, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO OR IS IN CONNECTION WITH THE SITES, THE CONTENT, THE SERVICES, ANY EVENT, OR ANY OTHER LOSSES INCURRED BY YOU, ANY EVENT GUEST OR ANY OTHER PERSON. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT KAPOW SOLELY ARRANGES FOR THE PROVISION OF GOODS AND SERVICES FROM MERCHANTS AND KAPOW DOES NOT ASSUME ANY RESPONSIBILITY FOR AND CANNOT BE HELD LIABLE FOR ANY LOSSES CAUSED BY ANY MERCHANTS. IF, FOR ANY REASON, THE FOREGOING LIMITATION IS FOUND TO BE INVALID OR UNENFORCEABLE, YOU, YOUR EVENT GUESTS/ATTENDEES AND EACH OTHER PERSON AGREES THAT THE SOLE AND TOTAL LIABILITY OF KAPOW SHALL BE LIMITED, IN THE AGGREGATE, TO THE NET AMOUNT RETAINED BY KAPOW FROM YOU FOR THE SERVICES PROVIDED BY KAPOW IN THE PRIOR SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CLAIM AROSE OR IF NO SERVICES WERE PROVIDED BY KAPOW DURING SUCH SIX (6) MONTH PERIOD, ONE HUNDRED DOLLARS (\$100). THE PARTIES EACH FURTHER AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS FAIR AND REASONABLE UNDER THE CIRCUMSTANCES AND IN CONSIDERATION FOR THE SERVICES PROVIDED HEREUNDER.

Exclusions and Limitations

Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

Notice Required by California Law

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Kapow Events, Inc., 205 West Wacker Drive, Suite 1200, Chicago, Illinois 60606, (855) 242-8615. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

Governing Law and Disputes

These Terms, your use of the Site or the Services, any transactions conducted thereby, is governed by the law of the State of Illinois, without giving effect to its or any other jurisdiction's conflict of law provisions, provided that all matters relating to arbitration, shall governed by the Federal Arbitration Act.

Any controversy or claim arising out of or relating to these Terms, with the exception of those controversies or claims specifically excluded below, shall be settled by binding arbitration in accordance with the American Arbitration Association (“AAA”) Commercial Arbitration Rules (“AAA Rules”), and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”) and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules.

You and Kapow agree that any arbitration shall be limited to the dispute between Kapow and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is not right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

You and Kapow agree that the following disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or Kapow’s intellectual property rights; (2) any dispute related, or arising from, allegations of invasion of privacy or unauthorized use; (3) any dispute concerning the parties’ agreement to arbitrate their disputes hereunder and (4) any claim for injunctive relief.

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in Chicago, Illinois, U.S.A. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

Class Action Waiver

To the extent permitted by applicable law, any arbitration or trial by a judge of any claim will take place on an individual basis without resort to any form of class or representative action ("Class Action Waiver"). Regardless of anything else in the arbitration provision set forth above, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. Kapow and you acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Kapow’s agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **KAPOW AND YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

General Provisions

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent allowed by law. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Kapow’s failure to act with respect to any failure by you or others to comply with these Terms does not waive Kapow’s right to act with respect to subsequent or similar failures. **A FAILURE IN THE PERFORMANCE OF ANY SERVICES CANNOT BE IMPUTED TO KAPOW IF SUCH FAILURE ARISES BY REASON OF AN EVENT OF FORCE MAJEURE, SUCH AS LABOR STRIKES, FLOODS, EARTHQUAKES, WAR, TERRORISM, OR UNFORESEEN ACTS OF GOD OR ANY OTHER CAUSE, EITHER SIMILAR OR DISSIMILAR TO THE FOREGOING, WHICH IS BEYOND KAPOW’S REASONABLE CONTROL AND KAPOW SHALL NOT BE DEEMED TO BE IN BREACH IN ITS PERFORMANCE OF AN OBLIGATION UNDER THESE TERMS TO THE EXTENT THAT SUCH PERFORMANCE IS TEMPORARILY PREVENTED OR DELAYED AS A RESULT OF SUCH AN EVENT.** These Terms, together with the Privacy Statement, set forth the entire understanding and agreement between you and Kapow with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms, the Site or the Services must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Kapow, and any assignment or transfer in violation of this provision shall be null and void. Kapow reserves the right to seek all remedies available at law and

in equity for violations of these Terms, Supplemental Terms, or any other special terms or rules set forth on the Sites, including, without limitation, the right to block access from a particular internet address.

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