



TERMS & CONDITIONS FOR VENUES

1. INFORMATION ABOUT US AND THESE TERMS

- 1.1 We are Black Book International LLC doing business as BLACKBOOK (“we”, “our” and “us”). BLACKBOOK is a District of Columbia limited liability company,
- 1.2 We operate the BLACKBOOK mobile application and website (the “Platform”) that allows nightclubs, bars, restaurants, arenas, stadiums and pop-up events and any other venue or event organiser (the “Venues”, “you” and “your”) to sell tickets (the “Tickets”) to users that register with us as customers (the “Customers”). The Platform also allows Customers to purchase a reservation of a table (the “Table(s)”) and order and buy beverages (the “Beverages”) at Venue(s) (collectively known as the “Services”).
- 1.3 These are the terms and conditions for Venues when they use the Platform (the “Terms”). By accessing the Platform, creating an account with us, selling tickets, table reservations and/or beverages (together, the “Products”) or carrying out other activities using the Platform, you are subject to these Terms and agree to be bound by them. You will make yourself aware of these Terms and print a copy for future reference if necessary.
- 1.4 These Terms are effective as at June 8th 2017.
- 1.5 Any personal information that you provide to us via the Platform will be governed by the terms of our Privacy Policy <http://theblackbookapp.com/privacy> .
- 1.6 For the purposes of these Terms, the following additional definitions shall apply:

“Event” means an event that you list on our Platform and to which you sell Tickets for admittance to the event.

“Venue(s)” (in conjunction with the above definition) means you; a third party supplier of Products.

2. YOUR USE OF THE PLATFORM

- 2.1 Subject to other conditions contained herein, we may permit you to use the Platform as a Venue only after you have registered to do so.

- 2.2 When you register with us, you will have to provide us with your full company name, address, bank account details to which we will pay funds, the name and email address of someone at the Venue/your company that we should contact if we need to contact you (your “**Point of Contact**”) (and, from time to time, if the Point of Contact ceases to work at the Venue/your company, you must provide us with details of another person to be the Point of Contact), and the type of Venue that you are (your “**Data**”).
- 2.3 In using the Platform, you agree that:
- 2.3.1 in making the Platform available to you, we are granting you a limited, revocable, nonexclusive license to use the Platform and its services, in accordance with these Terms;
 - 2.3.2 all information provided by you to us, including on registration with the Platform, is true, accurate, up-to-date and not misleading in any respect. You can update your information and details, including Product details, at any time by accessing your account via the Platform;
 - 2.3.3 you are responsible and liable for ensuring that anyone using the Platform via your account log-in details complies with these Terms;
 - 2.3.4 we reserve the right, at any time, to restrict or prevent you from using the Platform;
 - 2.3.5 you will comply with all applicable laws;
 - 2.3.6 you will not use the Platform (or any part thereof) for any unlawful purpose;
 - 2.3.7 you will refrain from doing anything which we believe (in our sole discretion) to be disreputable, or capable of damaging our reputation;
 - 2.3.8 you will not use the Platform in any way that causes the Platform to become damaged or impaired, or in any way compromises the effectiveness, efficiency or functionality of the Platform;
 - 2.3.9 you will not upload or transmit any computer viruses, macro viruses, trojan horses, worms or other harmful programmes designed to interfere with, interrupt or disrupt the normal operating procedures of a computer, smart phone, computer tablet or other mobile technology;
 - 2.3.10 you will not attempt any unauthorised access to any part of the Platform, access or attempt to access the accounts of other users, penetrate or attempt to penetrate any security measures, or attempt to use the Platform in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
 - 2.3.11 you will not disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or otherwise;
 - 2.3.12 you will not use the Platform to display or advertise third party products and services (unless we expressly agree to this in writing);

2.3.13 we have limited control over the nature and content of information and communications transmitted and received through the Platform. Although we reserve the right to monitor such content, it is not our typical policy to do so, and we disclaim any liability in respect of such content. Should you wish to complain about another user of the Platform, whether a Venue or a Customer, please email us at the following email address Support@blackbookapp.co.uk ; and

2.3.14 you will treat Customers introduced to you through the Platform in a respectful manner, and not cause harm to any property or person or engage in any unlawful, threatening, harassing, discriminatory, abusive behaviour or activity when interacting with Customers or using the service under the Platform.

3. OUR RELATIONSHIP WITH YOU

3.1 We and you are independent contractors. Nothing contained in this Agreement or your use of the Platform shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

3.2 Unless we expressly agree in writing otherwise, we act as your agent in facilitating the sale of Products. We do not purchase Products, set the prices that Products are sold to Customers (the “**Purchase Price**”), or determine details of Products, including Events. We simply offer the Products you upload to the Platform for sale to Customers, collect the Purchase Price on your behalf and supply some details of the Customers that purchase Products from you.

3.3 Ownership of Products and rights to grant entry to an Event remains with you, and does not pass to us at any time, however entry of a Customer to an Event shall not be unreasonably prevented, and in every case you shall not illegally discriminate against persons belonging to a protected class under any laws applicable to your location.

3.4 We are not responsible for the behaviour, actions or inactions of Customers. Any contract for the provision of Products is between you and the Customer and does not include us. We simply provide the Platform to introduce you to Customers and vice versa.

4. OUR OBLIGATIONS

4.1 We will display details about you and the Products you upload to the Platform, but we do not guarantee that any or all of the Products you make available for sale will be purchased.

4.2 We retain sole and complete discretion to decide the look and feel of the Platform and the manner and length of time for which Products are publicized.

4.3 We will obtain payment of the Purchase Price from the Customer, as set by you, and we will forward that Purchase Price, minus our fee and associated costs, as set out below, (our “**Fee**”),

to you in accordance with our payment terms found at clause 7. Our Fee and associated costs are as follows:

- 4.3.1 3% of the Purchase Price of Table reservations;
- 4.3.2 20% of the Purchase Price of Tickets; and
- 4.3.3 3% of the Purchase Price of Beverages.
- 4.3.4 In addition to our fees, we will retain the costs we incur to collect funds from the Customer, such as the merchant service fee for the Customer to use a credit card to pay the Purchase Price.

4.4 Subject to the other provisions of these Terms, we will sell Products only for the price you set.

5. YOUR OBLIGATIONS

5.1 You confirm that you are authorised to appoint us as your agent in respect of your Products and that all rights and permissions have been obtained to enable us to promote the sale of the Products.

5.2 You agree:

5.2.1. to provide accurate, complete and up-to-date information about all Products that you make available for sale via the Platform, and to maintain that information so that it is up-to-date. Such information includes but is not limited to the accurate description of a Product and the Purchase Price, and:

5.2.1.1. if a Table, any restriction to the number of people that can sit around it, whether it comes with any drinks, whether it allows for the admittance of anyone into the Venue for free or at a discounted price, for how long the Table can be reserved for and any other important details; and

5.2.1.2. if an Event, the date, opening and closing times, entry cut-off times, location, dress code, age restrictions and any other relevant restrictions or conditions.

5.2.2. to handle all cancellation and refund requests from Customers directly and without the need of our involvement;

5.2.3. to allow us to keep our Fee in relation to any Product that is sold via the Platform, even if you can then not supply the Product;

5.2.4. to allow us to keep our Fee in relation to any Product that is sold via the Platform, even if you refund the Customer the Purchase Price of the Product for any reason;

5.2.5. to accept our payment terms (as set out in clause 7), and to provide bank details so that payment can be made to you electronically;

- 5.2.6. to include our Product links in all relevant website, social media, push notification and email marketing you do for Products unless we expressly request you not to do this;
 - 5.2.7. to promote and advertise the availability of Products via the Platform;
 - 5.2.8. not to use our name, logo, address, URL or any other details of the Platform or any details of Black Book International LLC without our permission or in any manner inconsistent with applicable laws and regulations;
 - 5.2.9. that any dispute or complaint regarding the content or quality of a Product, your actions or inactions, or those of your staff and representatives, is deemed to be between you and the Customer, and will be dealt with directly by you; and
 - 5.2.10. we may investigate any complaint made against you by a Customer and you will assist us in the handling of such complaint.
- 5.3. You also agree, in relation to Tickets and Tables only:
- 5.3.1. to bring to the attention of Customers any terms and conditions of entry and any additional restrictions and/or terms and conditions applicable;
 - 5.3.2. to make available a proportion of Tickets and/or Tables for sale via the Platform (the “**Allocation**”) and not to sell such Allocation by another method unless those that are unsold are first removed from the Platform;
 - 5.3.3. to carry out regular checks to determine how many Tickets and/or Tables to an event have been sold and who is attending;
 - 5.3.4. to ensure that competent personnel are in possession of scanning equipment and a list of sold Tickets and/or Tables at appropriate places in the Venue;
 - 5.3.5. to use your best efforts to use our software to validate and process Tickets and/or Table reservations (the “**Venue Software**”);
 - 5.3.6. if printed lists of attendees and/or Table reservations are being used, you will ensure that any printed lists are either updated to reflect Ticket purchases and/or Table reservations made after the time of printing or that Tickets and/or Tables cannot be purchased after such lists have been printed;
 - 5.3.7. to grant holders of Tickets and/or Table reservations speedy entry;
 - 5.3.8. subject to complying with your terms and conditions of entry, to permit entry and/or use to all persons with Tickets and/or Tables, respectively (and any specified number of accompanying persons);
 - 5.3.9. to make best efforts to accommodate late arrivals and Ticket and/or Table reservation holders which have missed any specified entry cut-off time;

- 5.3.10. to honour purchases of Products made via the Platform and to treat those Products purchased via the Platform with the same rights as Products purchased elsewhere;
- 5.3.11. not to admit any person presenting themselves with a Ticket or as a person who reserved a Table who cannot confirm to your reasonable satisfaction that they are the holder of a Ticket or a reserved Table, including any person who has bought or otherwise obtained a Ticket and/or Table reservation from any source other than ourselves; and
- 5.3.12. not to admit any person who we inform you has obtained a Ticket or Table reservation fraudulently or in contravention of our Terms and Conditions with Customers.

5.4. You also agree, in relation to Beverages:

- 5.4.1. to deliver all Beverages ordered by a Customer via the Platform to where they are sat or stood in your Venue;
- 5.4.2. to deliver all Beverages ordered by a Customer via the Platform promptly;
- 5.4.3. to ensure the quality of the Beverages is as described and as shown by any pictures on the Platform and satisfies any legislation as in force from time to time that relates to the quality of Beverages; and
- 5.4.4. to comply with all laws applicable to your location that govern sales and distribution of alcoholic beverages to minors.

6. TICKET AND TABLE SALES

- 6.1 You may sell any number of Tickets and/or Tables to a Venue via the Platform, provided the total number does not exceed the legal capacity of the Venue.
- 6.2 You agree not to make available through the Platform and all other methods of sale, more Tickets and/or Tables than the legal capacity of the Venue.
- 6.3 You agree not to make available through the Platform and all other methods of sale, more Tickets and/or Tables than are still available to purchase.
- 6.4 Subject to the other provisions of these Terms and any cut-off times specified in, or automatically generated through, the Platform, Tickets and/or Tables can be sold as late as you make them available through the Platform and as far in advance as the Platform permits.

7. PRICE, PAYMENT TERMS AND BOOKING FEES

- 7.1 The Platform is free to use. Unless otherwise agreed, we will not charge you any subscription or usage fees.

- 7.2 Products may be sold through the Platform at a price determined by you, which may be changed by you only.
- 7.3 You may advertise a promotional code to Customers, which will reduce the price of the Product if they enter such code on the Platform. Before the reduction in price can take effect, you must register the promotional code and the effect you want it to have by logging in to the Platform and changing the settings of a Product accordingly. Our Fee will apply against the reduced price.
- 7.4 We reward our Customers with points when they spend money on purchasing Products via the Platform. Each point a Customer earns is worth the equivalent of \$0, though we may change the value of a point at any time without warning. If a Customer purchases a Product by using reward points, we will cover and pay you the money which was subtracted from the price you originally set as a result of the Customer utilising his/her reward points. Our Fee will apply against the price you originally set for the Product.
- 7.5 Unless otherwise agreed with you, when a Product of yours is sold via the Platform, we will deduct our Fee and payment-card processing charges incurred in the Customer transaction from the Purchase Price before sending you the balance (the “**Balance**”).
- 7.6 We will pay you the Balance as soon as possible after the Product has been purchased (once funds have cleared in our account) and typically within 5 (five) banking days of the date that the Product was purchased. We will transfer the Balance by a standard bank transfer direct to your account, details of which you provided us upon registering or which you may have updated. This transfer is subject to standard banking conditions. It is your responsibility to give us your correct bank details and payment will not be made to you until we have received such details. We accept no liability for payments that are lost as a result of you giving us incorrect bank details.
- 7.7 You do not need to invoice us for the sale of Products. We will not add VAT to or deduct VAT from the Products. Accounting for and payment of any VAT due on the sale of Products is your obligation. We will not issue VAT receipts for the Products. If you are registered for VAT, you agree to provide a VAT receipt to Customers who request one.
- 7.8 Our Fee will be stated as inclusive of VAT where appropriate, and we will account for and pay any VAT due on our Fee.
- 7.9 Payment by us is without prejudice to any claims or rights which we may have against you and shall not constitute any admission by us to the performance by you of your obligations under these Terms. Prior to making such payment, we shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against you.

8. PROVISION OF SOFTWARE AND DEVICES

- 8.1 When a Product is sold via the Platform, we will provide the Customer with a receipt which will include a QR code (the “**Receipt**”).

- 8.2 All Receipts, specifically the QR codes, can be scanned or processed digitally using our Venue Software, which is free to download on the App and Google Play Stores.
- 8.3 We are under no obligation to provide you with any hardware, such as a mobile tablet, smart phone or similar device (a “**Device**”) to enable you to download and use the Venue Software.
- 8.4 If we agree to supply you with a Device for the purpose of using the Venue Software, you agree that such Device is supplied on the basis of the following:
- 8.4.1 the Device shall be used by you principally to run and operate the Venue Software. If you use the Device for any purpose which we consider improper or not in accordance with the principal basis on which the Device is made available to you, we reserve the right to demand immediate return of the Device and any case supplied;
 - 8.4.2 Upon termination of this agreement with you (as set out in clause 13), you will return all Devices to us within 2 days of termination taking effect;
 - 8.4.3 you are responsible for creating an account on the App or Google Store (as applicable) and downloading the Venue Software, including any updated versions of the application;
 - 8.4.4 you will be responsible for the security, safety and maintenance of the Device. Should the Device be lost, stolen or damaged, we will not be responsible for providing you with a replacement Device and may charge you for the cost of replacing the Device;
 - 8.4.5 you will display a BLACKBOOK branded sticker, case or cover (as supplied by us) on the Device at all times;
 - 8.4.6 you will ensure that a suitable Wi-Fi or Cellular network is available for the purposes of running the Venue Software;
 - 8.4.7 you will not exceed the monthly data allowance (if applicable) which applies to the Device. Should you exceed the data allowance, you will be responsible for paying for any top-up data package required;
 - 8.4.8 if the Device is not used by you for an event on the Platform for a period of 4 weeks or more, you will (on demand by us) return the Device and any case or cover supplied, to us.
 - 8.4.9 the Device remains the property of Black Book International LLC, and we are only granting you a loan (for an indefinite period) to use the Device. As such, we may charge you a loan fee in connection with your use of the Device.

9. INTELLECTUAL PROPERTY

- 9.1 You acknowledge and agree that all intellectual property rights (including, but not limited to, patents and patentable inventions, registered and unregistered copyrights, registered and

unregistered trademarks, logos, text, graphics, photos, sound, illustrations, animations and videos or rights in and to our software, applications and website) in all material or content contained within the Platform shall remain at all times owned by us or our licensors. Except as expressly set out in these Terms, nothing in these Terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading the Platform or content from the Platform.

- 9.2 You will use our intellectual property only as permitted by this Agreement or in the manner as we further grant to you in writing.
- 9.3 You agree that by submitting any content, information, images or otherwise for publication on the Platform, ("**Venue Generated Content**") you retain any copyright you may have in the Venue Generated Content, however you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or in part) and/or to incorporate it into other works in any form, media or technology, whether for commercial or non-commercial purposes. You waive any moral rights you may have in, or to be identified as the author, of Venue Generated Content.
- 9.4 You are solely responsible for your Venue Generated Content (including content you share with other sites, such as social networking sites) and we do not endorse Venue Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Venue Generated Content.

10. DISCALIMER

10.1 **NO WARRANTY.** THIS PLATFORM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS PLATFORM IS AT YOUR SOLE RISK. WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT VENUE'S JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. VENUE'S SOLE AND EXCLUSIVE REMEDY RELATING TO VENUE'S USE OF THE PLATFORM SHALL BE TO DISCONTINUE USING THE PLATFORM.

10.2 Availability of services

- (a) We will use our best efforts to offer you a smooth service, but we give no guarantees that the Platform will be fault free or that the services provided will be uninterrupted. If a fault does occur, please contact us and we will attempt to correct the fault as soon as we reasonably can.
- (b) We will occasionally restrict your access to the Platform to carry out repairs, maintenance or to introduce new functionality or services and we will endeavour to keep disruption to a minimum.

- (c) New services are subject to a period of testing. This means that a new service may not perform with complete functionality, may be undergoing testing, may be inconsistently available, may have software “bugs” being fixed by us and may have other issues affecting availability and functionality.

11. YOUR USE OF THE PLATFORM

- 11.1 You may use our Platform only for lawful purposes. You may not use our Platform:
 - 11.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 11.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 11.1.3 for the purpose of harming or attempting to harm minors in any way;
 - 11.1.4 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - 11.1.5 to create fake accounts on the Platform.
- 11.2 You also agree not to access without authority, interfere with, damage or disrupt:
 - 11.2.1 any part of the Platform;
 - 11.2.2 any equipment or network on which the Platform is stored;
 - 11.2.3 any software used in the provision of the Platform; or
 - 11.2.4 any equipment or network or software owned or used by any third party.
- 11.3 We may from time to time provide interactive services on our site, including, without limitation, chat rooms and bulletin boards.
- 11.4 We will do our best to assess any possible risks for all users of the Platform (and in particular, for children) from third parties when they use any interactive service provided on the Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service in contravention of our content standards, whether the service is moderated or not.
- 11.5 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

- 11.6 Contributions that you make on the Platform must:
 - 11.6.1 be accurate (where they state facts);
 - 11.6.2 be genuinely held (where they state opinions); and
 - 11.6.3 comply with applicable law in the UK and in any country from which they are posted.

- 11.7 Any Contributions must not:
 - 11.7.1 contain any material which is defamatory of any person;
 - 11.7.2 contain any material which is obscene, offensive, hateful or inflammatory;
 - 11.7.3 promote sexually explicit material;
 - 11.7.4 promote violence;
 - 11.7.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 11.7.6 infringe any copyright, database right or trade mark of any other person;
 - 11.7.7 be likely to deceive any person;
 - 11.7.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 11.7.9 promote any illegal activity;
 - 11.7.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 11.7.11 be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 11.7.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 11.7.13 give the impression that they emanate from us, if this is not the case; or
 - 11.7.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

- 11.8 We will determine, in our absolute discretion, whether you have breached this clause 11 through your use of our Platform. When a breach of this clause has occurred, we may take such action as we deem appropriate, including, but not limited to:
 - 11.8.1 immediately, temporarily or permanently withdraw your right to use the Platform;
 - 11.8.2 immediately, temporarily or permanently remove any posting or material uploaded by you to the Platform;
 - 11.8.3 issuing a warning to you;
 - 11.8.4 issuing legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 11.8.5 issuing further legal action against you; or

- 11.8.6 disclosing such information to law enforcement authorities as we reasonably feel is necessary.
- 11.9 We exclude liability for actions taken in response to breaches of this clause. The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.
- 12. INDEMNITY; LIMITATION OF LIABILITY**
- 12.1 You shall protect, defend, indemnify and hold us harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with: (a) Your breach of this Agreement; (b) Your and/or Your agents' acts or omissions outside the scope of the Products; and (c) Your and/or Your agents' negligent acts or omissions in delivering the Products. Your obligations hereunder shall include the our cost of defence (i.e., legal fees and costs), as well as the payment of any final judgment rendered against the Company. We shall protect, defend, indemnify and hold you harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action raised by third parties arising or resulting directly or indirectly from or in connection with our or our agents' negligent acts or omissions in performing our obligations under this Agreement.
- 12.2 We shall not be liable under any circumstances with respect to any services provided under the Platform, or any other subject matter of these Terms, for: (i) losses not caused by our breach; (iii) the actions or inactions of Customers; and (iii) any matters beyond our reasonable control (including network failure).
- 12.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY A THIRD PARTY, WHETHER OR NOT WE HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOUR SOLE REMEDY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY US SHALL BE TO DISCONTINUE YOUR USE OF OUR PLATFORM.
- 12.4 We expressly exclude liability for any damage, injury, harm or loss (to people or property) which may arise by a Product sold by you or at an Event organised and/or run by you.
- 12.5 We expressly exclude liability for any damage or loss to you, your staff, consultants or representatives by a Customer.
- 12.6 We expressly exclude liability for any Products or other goods provided by third party suppliers to the fullest extent permitted by law.

- 12.7 We shall not be liable for any content of information you provide to us, or the content of any Customer, Venue or other user of the Platform.
- 12.8 We are not affiliated with, and have no agency or employment relationship with, any third party service provider used to provide services under the Platform, and we disclaim all liability arising from, and you shall not hold us liable for, and the acts or omissions of any such third-party service provider.

13. TERMINATION

- 13.1 We may terminate these Terms and close any account you have with us by giving you 10 days' notice in writing by email to the Point of Contact's email address you used when you registered with us or which you may have since changed. We may also terminate these Terms and close your account without notice if you breach any of your obligations under these Terms, or if court or bankruptcy proceedings are brought against you.
- 13.2 We reserve the right to suspend, restrict or terminate your access to the Platform at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.
- 13.3 Termination shall not prejudice any other right or remedy you or we may have in respect of accrued rights (including rights in respect of any breach) or liabilities which arose prior to termination.
- 13.4 You may terminate this contract with us at any time. Doing so will mean you are no longer a Venue and cannot access our Platform or receive the benefit of our Services.
- 13.5 To terminate the contract with us you should delete your account on the Platform.
- 13.6 After termination, you must fulfil all obligations you have, whether to us or a Customer, in relation to any Product already sold via the Platform.
- 13.7 If the contract is terminated, we will continue to hold your Data that you provided us during your time as a Venue in case you decide to recommence the contract with us and become a Venue again. If you want us to permanently delete your Data, you must contact us by email (Support@blackbookapp.co.uk) requesting us to do so.
- 13.8 More details about how we use your Data is included in our Privacy Policy, which can be found at the following web link: <http://theblackbookapp.com/privacy> .

14. GENERAL

- 14.1 These Terms are not intended to give rights to anyone except you and us, unless otherwise expressly indicated by us within these Terms.

- 14.2 We may assign our rights and delegate our obligations under these Terms without your consent at any time.
- 14.3 If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then the provision will be deleted. Any such deletion will not affect the validity and enforceability of any of the other provisions of these Terms.
- 14.4 Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Us must be in writing and signed by an authorized representative of Our Company.
- 14.5 These Terms and any non-contractual disputes or claims shall be governed by the laws of the District of Columbia without regard to its conflict of law provisions.
- 14.6 Any dispute, controversy or claim arising out of or related in any to this Agreement or any services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in the District of Columbia. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the District of Columbia. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.
- 14.7 We may amend these Terms at any time by posting the amended terms on our Platform. It is your responsibility to review these Terms from time to time to check if they have been amended. The effective date of each new version of these Terms will be included at clause 1.4. If you continue to use the Platform or you download any content or upgrade to a new version of the Platform after we have posted any amended terms that will demonstrate that you accept our updated Terms. Should you not accept these amendments, you may stop using the Platform at any time.
- 14.8 **Entire Agreement.** This Terms of Use supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Us with respect to the subject matter hereof. Notwithstanding the foregoing, You may also be subject to additional contractual terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when You use the Platform.