

Website Terms of Use

Introduction.

Welcome to our website, www.theblackbookapp.com (the "Site"). This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site. These Terms are subject to change at any time, so please monitor this page regularly.

Contact Information.

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- 1. Agreement.** This Term of Use agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of the Site and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Us upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at the address of this page you are now viewing. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Services Provided Through The Site.** We operate the BLACKBOOK_nightlife 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**") to sell tickets for entry (the "**Tickets**") to you and the other users that register with us as customers (the "**Customers**"). The Platform also allows you and other Customers to purchase a reservation of a table (the "**Table(s)**") and order and buy beverages (the "**Beverage**") at Venue(s) (collectively known as the "**Services**"). When Tickets, Tables and/or Beverages (together, the "**Products**") are bought by you on the Platform, that purchase is sold in accordance with and governed by these Terms and the terms and conditions of the relevant Venue.

The Products and Services, payment methods and refund policies, and rewards and promotional programs are covered in detail in Appendix A of these Terms and Use.
- 3. Intended Audience; Responsible Use.** The Site is intended for adults only. This website is not intended for any children under the age of 18. You understand and agree that you are solely responsible for your actions and decisions to meet other people who you meet online by virtue of the services provided on the Site. You

understand that the Site and Website Owner do not perform psychological testing or background checks on the individuals who may use the Site's services. You understand and agree that you must take all reasonable precautions before meeting others through the service provided by the Site, which includes, but is not limited to: exchanging e-mail first before giving out any personal information and meeting in a public place.

When you use The Site, you may incur charges from your mobile telecoms provider and/or your internet service provider. You acknowledge that you are solely responsible for any such charges.

4. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at <http://theblackbookapp.com/privacy>. We reserve the right, and you authorize Us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
5. **Ownership.** All content included on this site is and shall continue to be Our property or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site. By posting information to the Site you represent that you have the right to transfer all rights to such information, and you so transfer those rights to Us, for use, duplication, display, and performance by Us on the Site and in Our promotional materials. That transfer of rights is made perpetual and royalty-free.
6. **Grant Of Limited License To Use The Site.** We grant you a limited, revocable, nonexclusive license to use this site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this website is at Our sole discretion and We may terminate your use of this website at any time.
7. **Compliance with Laws; Indemnification.** You agree to comply with all applicable laws regarding your use of the website. You agreed that the information you provide to us is truthful and accurate to the best of your knowledge. You agree to indemnify, defend and hold Us and Our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of these Terms of Use or your use of the Site.
8. **Disclaimer.**
 - 8.1. **NO WARRANTY.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE 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 YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

8.2. **Do Not Rely on the Site.** Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from the Us.

8.3. **Warning re: Offensive Information.** It is possible that other Site clients will post or send obscene or offensive materials on the site or to you via e-mail. It is also possible that by using your e-mail address, other people may, through other means outside the control of the Site, have access to personal information about you. the Site, Website Owner, its employees, agents, affiliates, licensees and web hosting services are not responsible for these transmissions or for the release of such information by others about you.

9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY US SHALL BE A RETURN OF ANY FEES PAID TO US FOR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

10. General.

10.1. **Applicable Law.** You agree that the laws of the District of Columbia, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and Us or Our affiliates.

10.2. **Arbitration.** 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.

Neither you nor the company shall be entitled to join or consolidate claims in arbitration by or against other consumers or arbitrate any claims as a representative or member of a class or in a private attorney general capacity.

- 10.3. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 10.4. **Waiver.** 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.
- 10.5. **Termination.** We may terminate your license to use the Site at any time, with or without notice, for any reason.
- 10.6. **Relationship of the Parties.** Nothing contained in this Agreement or your use of the Site 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.
- 10.7. **Assignment.** We may assign Our rights and delegate Our duties hereunder at any time.
- 10.8. **Entire Agreement.** This Terms of Use constitutes the entire agreement between you and Us and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Us with respect to the Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. We may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

Appendix A

Products And Services, Payment Methods And Refund Policies, And Rewards And Promotional Programs

1. Our Services

- 1.1 **What we offer.** We have agreements with all the Venues to sell the Products they upload to the Platform to our Customers.
- 1.2 **Searching for events.** We will offer Tickets for sale to events including any form of entertainment or chargeable activity (the “**Events**”) as agreed with the Venues. You will be able to view the various details of each Event on the Platform.
- 1.3 **Purchasing Products.** Before purchasing a Product, you should make sure you read the details about what you are purchasing. You will be able to purchase one or more Ticket(s), Table(s) and/or Beverage(s) (subject to availability) for the price as set out on the Platform (the “**Purchase Price**”). To proceed with the purchase of the Product(s), you will have to authorise us to debit your credit or debit account (your “**Authorization**”), the details of which you would have provided to us upon registering, by the Purchase Price. If you follow this process and you have sufficient funds or credit available on your debit or credit account to cover the Purchase Price, then the transaction to purchase the Product(s) should complete.
- 1.4 **Before purchasing Tables.** Before purchasing the reservation of a Table, you should make sure you read the details about what you are purchasing, including, but not limited to, how many people that Table can typically sit, whether it comes with any drinks, for how long you will have the Table for, whether it entitles you and any other person to enter the Venue free of charge or at a discount as well as any other details.
- 1.5 **Delay in purchasing Ticket(s) and Table(s).** You will not be able to reserve the purchase of Ticket(s) and/or reservation of Table(s). You will only be entitled to Ticket(s) and/or Table(s) once you have provided your Authorization and payment of the Purchase Price has completed and you receive a Receipt (as defined below). If you delay your Authorization or if payment fails for any reason, you may lose the opportunity to purchase the Ticket(s) and/or reservation of any Table(s).
- 1.6 **Purchasing Beverage.** If the purchase of a Beverage completes in accordance with clause 4.3, the Venue should be informed about the order and then deliver the Beverage to you, or request you to pick it. If you do not receive the Beverage shortly after, we recommend you ask the Venue and refer to the Receipt (as defined below).
- 1.7 **Transferring Products.** If you wish to transfer Products to another Customer, you can do so on the Platform. Once you confirm the transfer, you will not be able to reverse or revoke it. The only way you can regain the transferred Products is if the Customer that received them transfers them back to you via the Platform.
- 1.8 **After purchasing Products.** Once payment of the Purchase Price has been received

by us, you will be able to access a receipt (the “**Receipt**”) on the Platform, which will include a QR code. That QR code should grant you access to the Event and/or provide proof of payment for the Products.

- 1.9 **Splitting the Purchase Price.** If you wish to split the Purchase Price of Products with another Customer, then you can invite them to do so on the Platform. Before the purchase of the Products is completed, the other Customer(s) that you invited to split the Purchase Price with must agree to the split. When you split the Purchase Price, you and the other Customer(s) that you split the Purchase Price with will each be charged a fee of \$1.
- 1.10 **Sharing your purchase of a Product.** Unless you set our settings to the contrary, other Customers of the Platform will be able to see that you purchased a Product. This information will only show your name, the Product you purchased and the date (and time, if relevant) that you will be attending the Venue. You can share this information on various social media platforms, including, but not limited to, Facebook, Twitter, Instagram and Google. You can disable each one of the social media platforms via the settings on your mobile phone.
- 1.11 **Interactive services.** We may from time to time provide interactive services on our site, including, without limitation, chat rooms and bulletin boards.

2. **Purchase price and payment**

- 2.1 **Where to find the price of Product(s).** The Purchase Price of Products (which includes VAT) will be the price indicated on the Platform. We take all reasonable care to ensure that the Purchase Prices provided to you are correct. However please see clause 2.2 for what happens if we discover an error in the Purchase Price of Products you order.
- 2.2 **What happens if a Product’s price is wrong.** It is possible that prices of Products may be incorrectly stated by a Venue. If a Product's price is incorrect, it is up to the Venue to make contact with you, inform you of the actual price, and either reimburse you if you paid a greater amount than the actual price, or request you pay the difference if you paid less than the actual price. It is entirely at the Venue’s discretion as to how they handle this matter.
- 2.3 **Obvious mistake.** If we sell a Product where a pricing error is obvious and could reasonably have been recognized by you as a mispricing, you agree that the relevant Venue may cancel their agreement with you in relation to the purchase of the Product, refund you any sums you have paid and require the return of the Product (if applicable) provided to you.
- 2.4 **Failure to pay the Purchase Price.** If we attempt to take payment of the Purchase Price and we are unable to do so, for any reason, you will not be entitled to the Product(s) you attempted to purchase and the rights they confer.
- 2.5 **Best deal.** We do not guarantee that the Purchase Prices stated on the Platform are the best value prices advertised on the market. The Venue has complete control over the Purchase Prices that are shown on the Platform.

2.6 **Penalty fee.** We reserve the right to charge you a fee if you fail to attend the Venue in which you reserved a Table and you fail to cancel one hour before the arrival time set on the Table reservation. Such a fee may be up to 20% of the Purchase Price of the Table reservation. To cancel the Table reservation, you must tap the 'Cancel' button and confirm that you wish to proceed with the cancellation. You must also ensure that you have sufficient WiFi or network signal so that we and the Venue receive your cancellation instruction. The cancellation will only take place once we and the Venue receive confirmation of your cancellation.

2.7 **Payment processor.** We use Stripe Payments Europe Ltd's services to process the payment you make when you purchase a Product. All PCI compliance is handled by Stripe on our behalf. Consequently, we are subject to their terms and conditions. Any additional charges, that we are subjected to by Stripe may be passed on to you.

3. **Rewards and promotions**

3.1 **Our rewards scheme.** Upon becoming a Customer, you will be able to benefit from our reward scheme. For every \$1 you spend on Products, you will earn 1 BLACKBOOK point ("Point(s)"). Every Point is worth the equivalent of \$0. We may change the value of Points at any time. We not under any obligation to provide you with any advanced notice of such a change. Any Points that you have collected before such a change may also vary in value without any warning.

3.2 **Points cannot be exchanged.** Points cannot be exchanged into any currency or other form of legal tender. They can only be spent on the Platform for Products or as we may otherwise notify you.

3.3 **How Points are calculated.** A Point will only be earned by you if you spend \$1. For example, if you spend \$0.50 on Products, you will not earn a Point until you spend at least another \$0.50.

3.4 **Promotional deals.** From time to time a Venue may offer promotional deals on Products for a limited time only and at a limited capacity, as to their discretion.

4. **Products and refunds**

4.1 **The Venues' Terms.** When you purchase Product(s) via the Platform, you agree to be bound by the terms and conditions of sale of the Venue that sells the Product(s), including, but not limited to, any cancellation, refund or quality policies and conditions of the relevant Venue. Any concern you have before or after your purchase of Product(s) is made should be taken up with the relevant Venue directly.

4.2 **Minor changes.** We may change the Platform and how we present and offer Products and our Services to reflect changes in relevant laws and regulatory requirements or as and when we feel.

4.3 **More significant changes.** There may be times that Venues change their Products which we offer on the Platform, whether that be a change in price or specification. Any

such changes may not be immediately reflected on the Platform. If you purchase a Product through the Platform and the Product is different to that received you should inform the Venue directly. We are not liable for providing the Product.

- 4.4 **Refunds.** We do not offer or allow refunds to be made through the Platform. If you wish to be refunded, please contact the Venue as it is their refund policy that governs any refund of the Product(s) you bought.

5. **Representations.**

- 5.1 **Accuracy of description of Products.** Apart from sending a Receipt, we do not handle and deal with the Products. It is the Venue's full and sole responsibility to ensure that the Products are of reasonable quality and as are described.

- 5.2 **We are not responsible for delays outside our control.** As we do not handle or deal with the Products, we are not responsible for any delay caused by an event outside of our control in you receiving the Products. If there is any delay that we have been made aware about, we will aim to inform you about it as soon as possible.

- 5.3 **Admittance to an Event.** It is your responsibility to ensure that you meet the necessary criteria of a Venue to attend an Event. That criteria may include, but is not limited to, a particular dress code, your age, that you are not drunk or intoxicated with any substance, that the Venue is not overcrowded and that you enter a Venue between certain times. In addition, the Venue may not be able to admit you to an Event for any other reason outside of their control. We shall not be liable for your failure to be admitted to an Event as a result of a Venue's decision, and if you wish to discuss any criteria or failure to be allowed into an Event, you should contact the Venue directly.

- 5.4 **Availability of Beverage.** There may be times when a Venue runs out of a particular Beverage. If that is the case and the Venue is unable to provide you with the Beverage you ordered, it is your responsibility to request a refund, which is not guaranteed, from the Venue. We will not be liable to provide you with a refund, nor with the Beverage that you ordered through the Platform.

- 5.5 **Refusal of service.** It is the discretion of the Venue as to whether they serve you alcohol that you have ordered via the Platform. One reason they may refuse to do so is if you are too drunk (this to be decided at their sole discretion) or you are acting in an unusual, aggressive or anti-social way. If you are refused service of a Beverage after having ordered and paid for it via the Platform, we expect you to receive a refund, however it is at the absolute discretion of the Venue as to whether they refund you.

- 5.6 **Quality of Beverage.** It is the sole responsibility of the Venue to provide you with a Beverage that is of sufficient quality and quantity and complies with any legislation that governs the quality and quantity of drinks from time to time. We do not make any assurances as to the quality or quantity. In addition, we are not liable if you suffer from any illness as a result of consuming a Beverage.

- 5.7 **Correct information.** It is your responsibility to ensure that you input correct information about you and your Data. We will not be held liable if you incorrectly input Data and that

causes you to purchase the incorrect Product, and/or leads you to be denied entry to an Event or be refused service of a Beverage.

- 5.8 **No Partnership with Venues.** No partnership or joint venture between us and the Venues exists. This means that we must not be a party to any litigation filed against any Venue by you in relation to the Products that they offer and which we sell through the Platform.
- 5.9 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer, up to the amount of the Purchase Price of the relevant Product(s), that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Given the nature of our Services, you recognize that it is highly unlikely that any loss incurred by you is foreseeable.
- 5.10 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products.
- 5.11 **We are not liable for business losses.** We only offer our Services for private use. If you use our Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.12 **Illegal activities.** We are not responsible if you or another Customer attends an Event or purchase a Product when they are not meant to or consumes an alcoholic drink (for example, if they are under the age limit) or consumes any illegal substance.