



Event Participant Terms

Brandlive, Inc. (“we”, “our” or “Brandlive”) provides an event platform for our customers to invite “you”, the event participant, to participate in one or more events hosted by our customer (the “Event”). When you accept this agreement by clicking “I agree”, or otherwise indicating your acceptance of these terms, you agree to access and use the Event in accordance with these participant terms (“Terms”). It’s important to note that these Terms are made between you, the participant, and Brandlive. Our customer, the event sponsor, is not a party to these Terms. **YOU MAY NOT ACCESS THE EVENT IF YOU ARE UNDER THE AGE OF 16. BY ACCESSING THE EVENT YOU AFFIRM THAT YOU ARE OVER THE AGE OF 16.**

1. **The Event.** Brandlive provides the Event to our customer in accordance with our agreement with our customer. You may access the Event and participate in the Event in accordance with these Terms and any terms you may agree to with the applicable event sponsor. Brandlive may modify or discontinue the features of the event from time to time without prior notice.
2. **Registration Information.** In order to access the Event, you will be required to register by creating a login profile or by filling out a registration form. You agree that your registration information will be accurate and that you will not share your login information with any third-party. You may only create one account to access the Event and may not create multiple accounts, false accounts or impersonate any person. When you register, we will collect personally identifiable information on behalf of our customer, the Event sponsor. For more information about how we process personally identifiable information please review the Brandlive Event Privacy Policy available at www.brandlive.com.
3. **Event Recording.** By attending an Event, you acknowledge that Brandlive or the event sponsor may record the event and you consent to the recording of the Event.
4. **System Requirements.** Because access to an Event requires hardware, software, and Internet access that are outside of our control, your ability to access and participate in an Event may be affected by the performance of your hardware, software or Internet. High speed Internet access is recommended.
5. **Event Content.** The content made available to you in an Event is provided by or on behalf of a Brandlive customer. Brandlive is not responsible for the content, information, or materials provided by our customers or the content, comments or materials provided by other Event

participants. In some cases, you may be allowed to share comments, participate in sessions, share your own content or otherwise interact with the Event. You agree that, as between you and the Event sponsor, the Event sponsor owns all right, title and interest in and to the Event content. As between you and Brandlive, Brandlive owns the Event platform and the technology and software used to deliver the Event. If the Event allows you to download Event content, you may only use such content for your own personal use and may not copy or distribute that content (unless another use is expressly authorized by the Event sponsor). If you share comments, content or other materials, you grant us and the Event sponsor the right to copy, publish, transmit and display those comments, content or materials. You agree that you are solely responsible for the content that you share. You may only share content that you have a legal right to share and the content you share must comply with applicable law. You may not share content that requires the consent of any party unless you have received that consent. Brandlive will not be liable for comments, content or materials which are displayed, transmitted or viewed while attending an event, for any errors or omissions in any content, or for any loss or damage to any content. Brandlive may delete any comments, content or other material at any time without notice to you, for any reason, including if we believe the content violates these Terms or applicable law.

6. **Prohibited Conduct.** You will not, and are prohibited from, (i) modifying, disassembling, decompiling, preparing derivative works of, reverse engineering or attempting to gain access to the source code of the Brandlive platform or other systems or software that deliver the Event; (ii) interfering with, or disrupting the Brandlive platform, network, systems, or security features associated with the Brandlive platform; (iii) engaging in activity that is illegal, fraudulent, false, or misleading; (iv) transmitting any material that may infringe third party intellectual property rights; (v) accessing the Event for the purpose of creating a competitive product or service, or to copy any features, functions or graphics of a Brandlive service or our customer's materials; (vi) communicating any message or material that harasses another individual or that is libelous, defamatory, threatening, obscene, indecent, unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense; (vii) uploading or transmitting any content or material that does, or is intended to, harm or adversely affect the performance or integrity of the Event or to extract information or data from the Event; (viii) engaging in any activity that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Event; or (ix) violating applicable law.
7. **Injunctive Relief.** Your breach these Terms may cause irreparable injury to Brandlive or our customers or service providers, and in the event of your breach or threatened breach of these Terms, we are entitled to seek equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
8. YOU UNDERSTAND AND AGREE THAT THE EVENT IS PROVIDED TO "AS IS" AND WITHOUT WARRANTY OF ANY KIND. BRANDLIVE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. USE OF THE EVENT IS AT YOUR SOLE RISK.
9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BRANDLIVE OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF YOUR ACCESS OR PARTICIPATION IN THE

EVENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

10. **AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION.** The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity. A dispute is any controversy between you and Brandlive concerning, related to or arising from your access to or participation in the Event, except for disputes relating to our enforcement or validity of our intellectual property rights or in connection with your breach of Section 6 (and we may seek equitable relief or injunction with respect to the enforcement of such rights). As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to legal@brandlive.com. Disputes not resolved by the parties will be submitted to the American Arbitration Association (“AAA”) which will conduct any arbitration under its Commercial Arbitration Rules. For more information, see www.adr.org. Arbitration hearings will take place in Oregon in accordance with Oregon law. The arbitrator may award damages, declaratory or injunctive relief. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. **Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.** Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in courts located in Oregon, with the balance resolved through arbitration. If any provision of this Section 10 is found to be illegal or unenforceable, then that provision will be severed however, the remaining provisions will still apply and shall be interpreted to as nearly as possible achieve the original intent of this Section.