

# Terms of Service

Effective Date: December 23<sup>rd</sup>, 2020

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE ("Terms" or "Agreement") CAREFULLY BEFORE USING THIS SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

These Terms describe the terms and conditions that govern your use of the current and future online and mobile websites, platforms, services and applications, owned and/or operated by KBYK Live Inc. d/b/a VenewLive ("VenewLive", "KBYK", "us," "our" or "we"), including without limitation venewlive.com and/or for which VenewLive currently or in the future provides services and/or technology (collectively, the "Service"). These Terms, along with any additional terms and conditions referenced herein or that are presented elsewhere on the Service in relation to a specific service or feature and the Privacy Policy (collectively, Additional Terms), set forth the terms and conditions that apply to your use of the Service. By using the Service (including but not limited to, when you view or access content or videos on any of the Service) or creating an account to use the Service, you, as a person of at least eighteen (18) years of age, are creating a binding contract with KBYK. If you do not have such authority, or if you do not agree with these Terms, you may not use the Service.

## UPDATES TO TERMS

We may, from time to time, revise or update any part of these Terms and any applicable Additional Terms. We will notify you at least thirty (30) days before such revisions or updates apply to you through separate electronic means (e.g. sending you an e-mail to the last known e-mail address you provided to us, if applicable). All such changes are effective immediately when we post them, or at such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. Your use of the Service (or other acceptance method) following an update to these Terms or

any applicable Additional Terms is considered acceptance of the updated Terms. If you do not accept the changes, your sole recourse is to stop using the Service. In the event that you purchased access to the Service or any content displayed within the Service that was made accessible at a particular point in time, and that you do not agree with the Terms and any additional Applicable Terms at the time for which the paid Service is to be provided, you may request a refund of your purchase. Such refunds will be considered if such request is made prior to the date that the paid content was to be made available to you.

## **SERVICE USE**

### **Content.**

The Service contains: (i) materials and other items relating to Venew, KBYK, VenewLive applications and our VenewLive web platforms and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, music, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of KBYK and VenewLive applications and web platforms; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All rights, titles, and interests in and to the Service and the Content are the properties of KBYK and/or our licensors or certain other third parties, and is protected by the U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

### **Limited License.**

As long as you are in strict compliance with these Terms and any applicable Additional Terms, we hereby grant you a limited, revocable, non-assignable, personal, non-transferable, non-sublicensable, non-exclusive license to use

and access the Service on your personal computer, browser, laptop, tablet, mobile phone, television, or other internet-enabled computing device (“Device”) for your personal, non-commercial use only. No rights not explicitly listed are granted. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Service for any purpose is prohibited and may be prosecuted by KBYK, on behalf of themselves or their licensors, to the full extent of the law in your jurisdiction.

### **Accounts.**

Certain features of the Service may require you to register an account and create a membership with us. You may only register and use one (1) account unless specifically authorized otherwise. When registering an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and except as otherwise required by law, we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

### **Eligibility.**

**You must be at least 18 years old or the age of majority in your province, territory or country to register an account with us or use the Service.**

We may change the eligibility criteria at any time, and if your account becomes ineligible based on then-current eligibility criteria, we may refuse the Service, terminate accounts, terminate your rights to use the Services, remove or edit content, or cancel your purchases in its sole discretion. If you, in our best professional judgment, violate these Terms or if you are engaged in piracy, identity theft, unauthorized credit card use, or other similar fraudulent or illegal activity, we may, in our sole discretion, refuse to

offer the Service to you and you agree that we shall not be held liable for your purchase.

### **IMPORTANT NOTICES: AVAILABILITY**

While we make reasonable efforts to ensure that the Service remains generally available, we do not represent or warrant that access to the Service will be error-free or uninterrupted, or without defect, and we do not guarantee that users will be able to access or use the Service, or its features, at all times.

We reserve the right at any time and from time to time to modify or discontinue the Service, or any part thereof, temporarily or permanently, with or without notice or liability. The Service may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice. You acknowledge that we are under no obligation to provide compensation for issues that may arise as a result of any such errors, inaccuracies, or omissions.

### **RULES OF CONDUCT**

Your use of the Service is conditioned on your compliance with these Terms, including but not limited to these rules of conduct.

You agree that you will not violate any applicable law or regulation in connection with your use of the Service or Content; will not use the Service or Content for any political or commercial purpose; or engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to KBYK, VenewLive, or our licensors.

You further agree that you will not do any of the following:

- Broadcast, record, transmit, share, distribute, or copy any Content or information related to our licensors or other users unless expressly granted rights to do so;
- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
- interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service by means of hacking or defacing;
- transmit to or make available in connection with the Service or Content any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect any information from the Service or Content, including, without limitation, the email address or other contact information of other users of the Service;
- scrape or collect any material or element from the Service or Content via automated means;
- submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to us including personal information; or,
- impersonate any other person or business.

You are not licensed to access any portion of the Service or Content that is not public or expressly offered to you by us, and you may not attempt to override any security measures in place on the Service or Content.

Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Service and Content shall not be limited to violations of these rules of conduct.

## **REPORT A USER**

In the event that you observe any other user of the Service violating these Terms, please send us as much information as possible related to the offense by emailing us at [privacy@venewlive.com](mailto:privacy@venewlive.com).

## **FEEDBACK**

If you want to share general feedback on the Service, please send your comments by emailing us at [privacy@venewlive.com](mailto:privacy@venewlive.com).

## **USER CONTENT** (where applicable)

You may, but are under no obligation to, submit suggestions, information, ideas, questions, proposals, opinions, or graphics, documents, notes, plans, drawings, text, information, links, profiles, audio, techniques, images, sounds, videos, brands, trademarks, service marks, comments, message or tags, or other content to us or other users through or relating to the Service (collectively, "User Content"). Unless otherwise noted, we will not claim ownership of any User Content. If, however, you choose to submit any User Content to the Service, or otherwise make available any User Content through the Service, you hereby grant to us a perpetual, irrevocable, unlimited, transferable, sub-licensable through multiple tiers, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate, create derivative works from, monetize and otherwise fully exploit any such User Content in any manner determined by us, including without limitation distributing part or all of the User Content for any purpose through the Service and/or in connection with the Service, and to advertise, market, and promote the same, as well as to commercially use the rights of publicity, persona, image and name of the individuals depicted in such User Content, to the extent permitted by law. You further irrevocably grant us the right, but not the obligation, to use your name, user name, and/or handle in connection with your User Content. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have to the User Content, even if they are altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such moral rights in a

manner that interferes with any exercise of the granted rights.

You understand that you will not receive any fees, sums, consideration, remuneration, or attribution for any of the rights granted herein. Our receipt of your User Content is not an admission of its novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your User Content. You waive any and all rights and claims in connection with our consideration, use, or development of any product, content, or other materials similar or identical to your User Content now or in the future. While we are not required to do so, we may access, review, screen, and delete your User Content at any time and for any reason, including if we think your User Content violates these Terms. You alone, though, remain responsible for the User Content you create, upload, post, send, or store through the Service including compliance with local laws for the jurisdiction from which you uploaded such User Content.

Further, you agree not to distribute, upload, make available or otherwise publish through the Service any User Content that:

- is unlawful or encourages another to engage in anything unlawful;
- contains promotional codes for, or otherwise promotes, the products and services that compete with VenewLive applications and web platforms;
- contains a virus or any other similar programs or software which may damage the operation of our or another's computer;
- violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party; or,
- is libelous, defamatory, pornographic, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening, bullying or otherwise objectionable.

By submitting any User Content to us, you hereby agree, warrant and represent that: (a) you are authorized to submit the User Content to us for republication through the Service, and you have secured any necessary licenses or permissions from rights owners relating to the User Content,

including but not limited to copyright licenses or licenses to rights of publicity; (b) the User Content does not contain proprietary or confidential information; (c) the provision of the User Content, and its use by us in connection with the Service, is not and will not be a violation of any third-party's rights; (d) all such User Content is accurate and true; (e) we are not under any confidentiality obligation relating to the User Content; (f) we shall be entitled to use or disclose the User Content in any way; (g) you are not entitled to compensation in exchange for the User Content, (h) the User Content is lawfully captured and uploaded according to the laws and customs of the territory from which you took the action to send such User Content to the Service, and (i) you are not entitled to attribution relating to the User Content.

You acknowledge that we are under no obligation to maintain the Service, or any information, materials, User Content, or other matters you submit, post or make available to, or on, the Service. We reserve the right to withhold, remove, edit and/or discard any such material at any time.

## **COPYRIGHT INFRINGEMENT**

DMCA Notification. We respond to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA").

To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and



- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent is:

Jongsae Lee

DMCA Agent

KBYK Live, Inc.

2121 Avenue of the Stars, Suite 2570

Los Angeles, California 90067 USA

Email: [privacy@venewlive.com](mailto:privacy@venewlive.com)

You can obtain further information from the Copyright Office's online directory at <https://www.copyright.gov/dmca-directory/>.

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

Counter Notification. If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which KBYK may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

## **COMPLAINT POLICY (INCLUDING TRADEMARK AND PRIVACY)**

If you believe in good faith that any material posted on the Service infringes any of your rights other than in copyright, or is otherwise unlawful, you must send a notice to [privacy@venewlive.com](mailto:privacy@venewlive.com), containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Service that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the Service;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message that complies with all of these requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to the poster of the claimed violative material, or any other party.

## **CONTENT SHARED THROUGH THE SERVICE**

The Service may make it possible for you to choose to share certain information with the public or other users of the Service. You understand that by designating information to be shared through the Service, you may be revealing information about yourself, including your identity and location. You further acknowledge that by sharing User Content with the Service, you

may be enabling third parties to access, view, tag, edit, download or otherwise use or interact with the User Content you share with the Service. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we shall not be held responsible for, and we shall be released and held harmless by you from, any liability or damages arising out of such conduct.

## **ENFORCEMENT AND TERMINATION OF SERVICES**

We reserve the right to deny all or some portion of the Service to any user, or all users, in our sole discretion, at any time, without notice or liability.

Upon suspension or termination of your access to the Service, or upon notice from us, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Content.

In addition, you may terminate this Agreement at any time by having your user account deleted on the Service and discontinuing use of any and all parts of the Service and Content. To request that your user account be deleted, email us at [privacy@venewlive.com](mailto:privacy@venewlive.com) with sufficient information that may be required for us to verify that you indeed are the user to whom the account is registered and are authorized to request the deletion of such account.

Without limiting the foregoing or assuming additional legal obligations, we have a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law.

## **CUSTOMER SUPPORT**

If you have any questions or comments or feedback, please email us at [cs@venewlive.com](mailto:cs@venewlive.com). You acknowledge that the provision of support is at KBYK's sole discretion and that we have no obligation to provide you with customer support of any kind.

## **THIRD-PARTY SERVICES**

The Service may contain content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“Third Party Services”). We may also integrate third party technologies into our Service and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that you are entering into separate transactions with third parties and we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them, even if you learn of such parties (or use a link to such parties) from the Service. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. For more information on Third Party Services, see our Privacy Policy.

## **SERVICE FEATURES**

**Wireless and Internet Features.** The Service may offer features that are available to you via your wireless and internet-enabled device (“Device”) including the ability to access the Service’s features and upload content to the Service (collectively, “Wireless Features”). By using the Service, you agree that we may collect information related to your use of the Wireless Features as described in our Privacy Policy, and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

**Location-Based Features.** If you have location-based features on your Device, you acknowledge that your Device location may be tracked and shared consistent with the Privacy Policy. You can terminate location tracking by us by adjusting the permissions in your Device, uninstalling our app, or discontinuing the use of the VenewLive platforms. Location-based features are used at your own risk and location data may not be accurate.

## **Communications.**

**E-mails:** We may send you certain promotional and marketing emails consistent with the Privacy Policy. If you no longer want to received such

emails, you can opt-out of receiving certain promotional e-mails from us at any time by following the instructions as provided in e-mails to unsubscribe, contacting us by sending an email to [privacy@venewlive.com](mailto:privacy@venewlive.com) with the word UNSUBSCRIBE in the subject field. Your opt-out will not affect non-promotional emails, such as those about your account, transactions, servicing, or our ongoing business relations.

Push Notifications: You can opt-out of receiving push notifications from us at any time by adjusting the permissions in your Device or Browser, discontinuing the use of our Service, and/or uninstalling our app.

Please note that any opt-out by you is limited to the e-mail address or device used. In the event that you have provided multiple email addresses to us or accessed our Service through multiple Devices, you may need to submit multiple requests to us and/or adjust your notification settings on multiple devices.

## **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

YOU AGREE AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS, OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE

IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM OUR INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CUSTOMERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WE SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE OR THESE TERMS, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM VENEWLIVE'S INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold us and the Related Parties harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) User Content you submit, post to or transmit through the Service, (b) your use of the Service, (c) your violation or alleged violation of these Terms or any applicable Additional Terms, (d) your use of a Third Party Service; (e) any misrepresentation made by you; and (f) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Service.

We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

## **DISPUTES, GOVERNING LAW AND JURISDICTION**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

We Both Agree to Arbitrate. You agree that any claim or dispute arising out of or relating in any way to your use of the Service or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your

claims qualify, and except to the extent you have in any manner violated or threatened to violate any intellectual property or other proprietary rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances, we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**What is Arbitration?** Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

**Arbitration Procedures.** The Federal Arbitration Act and federal arbitration law apply to this agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: 2121 Avenue of the Stars, Suite 2570 Los Angeles, California 90067 USA. Arbitration under this Agreement will be conducted by the American Arbitration Association (AAA) under its rules then in effect. If there is a conflict between AAA's rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden, and in such case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees).

Arbitration under this agreement shall be held in the United States in New York, New York under New York law without regard to its conflict of laws provisions. If travelling to New York, New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator.

**Authority of Arbitrator.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award



on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA rules then in effect, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The award of the arbitrator is final and binding upon you and us.

**Waiver of Class Actions.** You and us agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

**Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and VenewLive in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND US WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

**Choice of Law/Forum Selection.** To the extent arbitration does not apply, you agree that these Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules.

You further expressly consent and agree that any dispute arising out of or relating to the Services, or to us, may be brought by you only in a state or

federal court located in New York, New York. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

## **GENERAL PROVISIONS**

**Consent or Approval.** No consent or approval may be deemed to have been granted by us without being in writing and signed by an officer of KBYK.

**Survival.** The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), User Content, Copyright Infringement, Customer Support, Third Party Services, Service Features, Disputes, Governing Law and Jurisdiction, Disclaimer of Representations and Warranties, Limitation of Liability, Indemnification, Equitable Remedies, Updates to Terms, and General Provisions, will survive.

**Severability/Interpretation.** If any provision of these Terms and any applicable Additional Terms is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from these Terms or the Additional Terms and will not affect the validity and enforceability of any remaining provision. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

**No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Service.

**Assignment.** To the maximum extent permitted by law, we may assign our rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any person or entity at any time without any notice and with or without your consent. You may not assign these Terms and any applicable Additional Terms, and you may not delegate your duties

under them, without the prior written consent of an officer of KBYK, and any unauthorized assignment by you shall be null and void.

**Attorneys' Fees.** In the event that we are the prevailing party in any litigation or Arbitration in connection with these Terms or any applicable Additional Terms, or your use of the Service, we shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred in the litigation.

**No Waiver.** Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these Terms or any applicable Additional Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. No waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**Notices.** All notices given by you or required under these Terms shall be in writing and addressed to: [privacy@venewlive.com](mailto:privacy@venewlive.com). When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Equitable Remedies.** You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, WEB PLATFORM, CONTENT, USER CONTENT,

PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US OR ANY OF OUR LICENSORS.

Investigations; Cooperation with Law Enforcement. We reserve the right to investigate and prosecute any suspected breaches of these Terms or the Service. We may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

California Consumer Rights and Notices. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

New Jersey Rights. The sections on indemnity, limitation of liability, and disclaimer of representations and warranties do not apply to New Jersey residents.

Entire Agreement. These Terms and any applicable Additional Terms constitute the entire agreement between you and us with respect to the Service, and supersedes all prior or contemporaneous agreements, representations, warranties, assurances, discussion, or communications, whether electronic, oral or written.