

SIMPLE PARTY® SUBSCRIPTION AND SERVICE AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE.

THE FOLLOWING ARE THE TERMS AND CONDITIONS FOR SIMPLE PARTY SUBSCRIPTION AND USE OF THE SERVICE: BY CLICKING ON THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE SUBSCRIPTION PROCESS AND BY USE OF THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") CONTROLLING YOUR USE OF SIMPLE PARTY, L.L.C.'S ONLINE PRODUCTS, SERVICES, SOFTWARE, AND OFFLINE SERVICES (COLLECTIVELY, THE "SERVICE"). IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS WEB SITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND THE ENTITY TO THESE TERMS AND CONDITIONS (AND IN WHICH CASE THE TERMS "YOU" AND "YOUR" REFER TO THE ENTITY). IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SELECT THE "I ACCEPT" BUTTON AND YOU MUST NOT USE THE SERVICE.

As part of the Service, Simple Party, L.L.C. will provide you with use of the Service, a browser interface, data transmission and encryption, and access to and storage of Customer Data. Your use of the Service, or your Subscription to the Service, or your Customer's use of the Service, legally bind you to this Agreement, which includes any materials available on Simple Party, L.L.C. websites incorporated herein by reference, including but not limited to Simple Party, L.L.C.'s privacy and security policies.

SEE THE DEFINITIONS SECTION INCLUDED AT THE END OF THIS AGREEMENT.

Simple Party, L.L.C. offers a 30-day money back guarantee. If, within 30 days after you subscribe you are not satisfied with the Service, terminate your Subscription and notify Simple Party, L.L.C. as provided in this Agreement, Simple Party, L.L.C. will refund your Activation Fees as set forth in the Fee Schedule and Subscription process that was in effect at the time of your Subscription.

1. PRIVACY POLICY; SECURITY POLICY; DISCLOSURE

Simple Party, L.L.C. reserves the right to modify its privacy and security policies in its sole discretion and from time to time. If you use or Subscribe to the Service, or if your Customers access the Service, you agree that Simple Party, L.L.C. may disclose those facts to others.

2. NO RIGHTS IN SOFTWARE

This is an Agreement for use of Service, and you are not granted a license to any software by this Agreement. Access to the Service by you and your Customers are solely for the purpose of utilizing the Service to reserve space or service at a business location or Customers' requested location to host events and provide related goods and services, or either of them, to your Customers, after all fees specified in the Fee Schedule (as amended from time to time) have been paid as explained in Pricing FAQ.

3. RESTRICTIONS ON USE

(a) You may not use or access the Service if you are a competitor of Simple Party, L.L.C., except with Simple Party, L.L.C.'s prior written consent. You may not use or access the Service for purpose of monitoring its availability, performance, functionality, or for any other benchmarking or competitive purpose(s).

(b) You must not, and warrant and represent that you will not: (i) modify, translate, reverse engineer, decompile, disassemble, upload, post or create derivative works based on the Service; (ii) assign, rent, lease, sublease, grant a security interest in, or otherwise transfer any rights to the Service; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Service or those of third parties; (iv) attempt to gain unauthorized access to databases of any other entity or individual using the Service; or (v) license, sell, resell, distribute, or in any other way commercially exploit or make available to any third party the Service other than as expressly granted in this Agreement.

(c) You may use the Service only for the purposes expressly granted to you. You must not, and warrant and represent that you will not: (i) send spam or otherwise duplicative or unsolicited messages, or messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. YOUR RESPONSIBILITIES

You are legally responsible for all activity occurring under your Subscription, and agree to abide by all applicable local, state, national, and other law, regulations, or other applicable authority in connection with your use of the Service, including those related to data privacy and the transmission of data, including personal data. You must: (i) notify Simple Party, L.L.C. immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) use every effort to immediately stop any copying or distribution of Customer Data by you or anyone else; and (iii) not impersonate another Subscriber or Customer to gain access to or use of the Service.

5. DATA

Simple Party, L.L.C. does not own any data, information, or other material you submit to the Service or data submitted by your Customers. You, and not Simple Party, L.L.C., have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Simple Party, L.L.C. is not responsible for or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. If this Agreement is terminated for any reason, Simple Party, L.L.C. will make available to you a file of the Customer Data within 30 days of termination if you make a written request for the file at the time of termination that Simple Party, L.L.C. has available to it on the date your request is made. Simple Party, L.L.C. reserves the right to withhold, discard, or delete Customer Data without notice for any breach of this Agreement including but not limited to non-payment.

6. FEES AND PAYMENT

(a) You must pay to SIMPLE PARTY, L.L.C. the Activation fees in the Fee Schedule and Subscription

process as posted on the website before you or your Customers access the Service. You are responsible for all fees and charges incurred while your Subscription, User-ID, and Password are active, regardless of whether the Service is temporarily unavailable via the Internet, and agree to pay all fees and charges of the Service that occur under your Subscription. Simple Party, L.L.C. reserves the right to change its fees and charges for the Service at any time upon 30 days prior notice to you or posting of changes to the online Fee Schedule. Simple Party, L.L.C. will attempt to notify you of Fee Schedule changes via e-mail at the last e-mail address you supplied for that purpose and to alert you to changes posted to the online Fee Schedule on Simple Party, L.L.C.'s website. You agree to bear sole responsibility for the payment of any and all taxes imposed on your use of the Service by any national, local, or other taxing authority with jurisdiction over you. You agree to be bound by the billing terms of Simple Party, L.L.C. as set forth in the current Fee Schedule and [Pricing FAQ](#), including but not limited to the Monthly fees.

(b) Simple Party, L.L.C. charges and collects Monthly fees. Your Subscription will continue automatically, and your credit card will be billed during the first week of each calendar month, in advance, based on the number of events reserved during the previous month through the Service as stated in the Fee Schedule, or as otherwise agreed in writing between you and Simple Party, L.L.C.

(c) Simple Party, L.L.C. charges and collects for Mailed Invitation Fees. Your Mailed Invitation Fees will be billed, to your credit card during the first week of each calendar month, based on the number of and quantity of Mailed Invitations purchased by your customers during the previous month through the Service at the then-current rates. Please contact Simple Party for those then-current rates.

(d) All payment obligations are non-cancelable and all amounts paid are non-refundable (with the sole exception of the money back guarantee offered during the first 30 days of Service upon notice). You must provide Simple Party, L.L.C. with valid, accurate, and complete billing and contact information as a condition precedent to your Subscription. This information may include but is not limited to your legal entity name, state of organization, federal employer identification number (EIN), street address, e-mail address, and the name and telephone number of an authorized billing contact at your entity. You agree to update this information within 30 days of any change to it. If the contact information you provide is false or fraudulent, Simple Party, L.L.C. reserves the right to terminate your Subscription and access to the Service, in addition to any other legal remedies it may have. All pricing terms are confidential and you agree not to disclose them to any third party.

(e) You acknowledge that your monetary obligations to Simple Party, L.L.C. under this Agreement constitute a commercial account. You understand and acknowledge that as a commercial account holder, you do not enjoy the protections and provisions of the Fair Debt Collection Practices Act and any and all state or local consumer protection laws. You agree to pay in addition to all other amounts owed to Simple Party, L.L.C., interest calculated at one and one-half (1 and ½) percent per month on all amounts that have been due and payable by you to Simple Party, L.L.C. for 30 days or longer. If Simple Party, L.L.C. employs any legal process to recover any amount due and payable from you under this Agreement, you must pay all costs of collection and reasonable attorneys' fees, without limitation. You agree that Simple Party, L.L.C. may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

(f) Unless Simple Party, L.L.C. determines in its sole discretion otherwise, only entities with their principal place of business in the United States may subscribe to the Service. You will be billed in

United States Dollars and must pay in United States Dollars.

(g) The maximum storage space on Simple Party, L.L.C.'s servers for all data associated with your Subscription, whether Subscriber Data, Customer Data, or otherwise, is limited to five megabytes of data. Data storage requirements beyond this limit will be billed at the then-current rates. Please contact Simple Party for those then-current rates.

(h) If you believe your bill is incorrect, you must contact Simple Party, L.L.C. in writing within 60 days of that month's billing containing the amount in question to be eligible to receive an adjustment or credit.

(i) Simple Party, L.L.C. reserves the right to terminate this Agreement and your access to the Service by you or your Customers if the fees and charges associated with your Subscription remain unpaid for 30 days or more for any reason. Simple Party, L.L.C. reserves all other rights not expressly granted to you under this Agreement.

7. RESERVATION OF OWNERSHIP AND RIGHTS

(a) Simple Party, L.L.C. (and its licensors) owns all right, title, and interest in and to the Service, including all related Intellectual Property Rights, in and to Simple Party, L.L.C. Technology and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the Service. This Agreement is not a sale and the Software is not licensed, nor sold. This Agreement does not convey to you any rights of ownership in or related to the Service, Simple Party, L.L.C. Technology, or the Intellectual Property Rights owned by Simple Party, L.L.C. You agree not to do anything to infringe upon, harm, or contest the validity of any Intellectual Property Rights of Simple Party, L.L.C. You shall not remove or obscure Simple Party, L.L.C. proprietary rights notices or fail to reproduce them on all copies of the Software in any form. You acknowledge that Simple Party, L.L.C. owns all United States and international copyrights in the Software and any portions thereof. The Simple Party, L.L.C. name, logo, and the product names associated with the Service are trademarks of Simple Party, L.L.C. or third parties, and no right or license is granted to use them.

(b) All data entered by Subscriber or Subscriber's Customers, including financial data, and Subscriber information generated by the Software ("Subscriber Data") shall remain the sole property of Subscriber and will be held in confidence in accordance with this Agreement subject to Simple Party, L.L.C.'s privacy and security policies.

(c) You acknowledge and agree that use of the Software and Service and any data or information accessed or generated using the Software and Service will be at your own risk. You acknowledge and accept that Simple Party, L.L.C. is not be responsible in any manner whatsoever to you or your Customers for any errors in the Customer Data, or in the accuracy or timeliness thereof or in the use of any such information or your failure to deliver the goods or services booked or reserved through the Service. You and your Customers shall make and rely on your own independent investigation of the truth, completeness, accuracy, and suitability of the data provided by you and your Customers. You accept and agree that Simple Party, L.L.C. is not liable for loss of Customer Data, or your failure to deliver the goods or services booked or reserved through the Service.

(d) Upon termination of Subscriber's Subscription for any reason, including but not limited to

termination of the Service by Simple Party, L.L.C., Simple Party, L.L.C. will use good faith effort to transfer Customer Data to Subscriber in a spreadsheet format. For the period of thirty (30) days following termination of a Subscriber's Subscription, Simple Party, L.L.C. shall not delete or destroy Customer Data without obtaining prior written authorization from Subscriber unless Service was terminated for failure to pay fees and charges to Simple Party, L.L.C. Thirty days after termination, you agree and acknowledge that Simple Party, L.L.C. has no obligation to retain Customer Data and may delete such Customer Data without liability to you or your Customers.

8. CONFIDENTIALITY

(a) You acknowledge that the Software and Service are confidential and proprietary products and processes, that they embody valuable trade secrets of Simple Party, L.L.C., and that Simple Party, L.L.C. has certain intellectual property rights in and to the Software and Service including, but not limited to, patents, copyrights, trade secrets, trademarks and service marks. You agree to retain and treat the Software and Service, Software specifications and all supporting documentation in strict confidence, and shall not provide, disclose, or otherwise make available the Software and Service, or any part thereof, in any form to any person or entity, other than your employees or authorized third party consultants, without the prior written consent of Simple Party, L.L.C. The prior written consent must be in typed form, separately signed by an authorized Member of Simple Party, L.L.C. You shall prevent and not allow any of such information or materials to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or manner by you or your employees, agents, or representatives to any third parties. You must use every effort to safeguard the confidentiality of the Software and Service, take all steps to advise your employees of the confidential nature of the Software and Service and ensure that they abide by the restrictions and requirements of this Agreement. Further, you must immediately advise Simple Party, L.L.C. of any suspected breaches by such parties or others. You acknowledge and agree that the confidential, proprietary, and trade secret information of Simple Party, L.L.C. includes all information relating to the Software and Service, whether designated as confidential or not, and regardless of when the information was obtained by you, or from what source the information was derived from.

(b) Simple Party, L.L.C. acknowledges that the Subscriber Data is confidential and Simple Party, L.L.C. agrees to retain and treat the Subscriber Data in confidence, and shall not provide, disclose, or otherwise make available the Subscriber Data, or any part thereof, in any form to any person or entity, without your prior written consent. Simple Party, L.L.C. shall not use the Subscriber Data except to support such data, provide the Service to Subscriber, and to collect payment from Subscriber. Simple Party, L.L.C. shall use good faith effort to safeguard the confidentiality of the Subscriber Data, shall take steps to advise its employees and other involved parties of the confidential nature of the Subscriber Data, and will ensure that they abide by the restrictions and requirements of this Section. Further, Simple Party, L.L.C. shall immediately advise you of any suspected breaches by third parties.

9. THIRD PARTY INTERACTIONS

During the use of the Service, you or your Customers (or either of you) may enter into correspondence with, purchase goods or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Service. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. Simple Party, L.L.C. does not endorse any sites on the Internet that are linked to the Service. **Simple Party, L.L.C. provides these links to you as a matter of convenience to you only, and under no circumstances whatsoever will Simple Party, L.L.C. or its licensors be liable for any content,**

products, services, materials on or available from such sites. Simple Party, L.L.C. provides the Service to you pursuant to the terms and conditions of this Agreement. You acknowledge and agree that certain third party providers of ancillary software, hardware, or services may require your agreement to additional or different license or other terms prior to your use or access to such software, hardware, or services.

10. EQUIPMENT

You must acquire, at your own expense, compatible hardware and accessories needed to gain access to the Software by means of the Service. You are responsible for obtaining and maintaining all telephone, computer hardware and any other equipment needed for access to and use of the Software and Service.

11. TECHNICAL SUPPORT SERVICE

(a) From the date you Subscribe to the Service, Simple Party, L.L.C. will provide you (upon payment of the monthly Service fee as set forth in the in the Fee Schedule) with Technical Support Service for the Software and for any active Revisions, Updates, and Enhancements. See the Definition section below.

(b) Additional support, including engineering consulting, customization, modification and data migration services may be made available to you at your request and as agreed upon by Simple Party, L.L.C. in its sole discretion. Such additional services may be provided to you at Simple Party, L.L.C.'s standard prevailing rate, plus Simple Party, L.L.C.'s reasonable out-of-pocket expenses incurred to provide such services.

(c) Simple Party, L.L.C. reserves the right to interrupt the Service, as it deems necessary in its sole discretion, to perform routine maintenance, error corrections, modifications, or any other changes, without limitation, to the Software or Service. Simple Party, L.L.C. agrees to use good faith effort to notify you via e-mail prior to any such interruptions of Service. Simple, L.L.C. shall use good faith effort to confine interruptions of Service to the hours of 5:00 PM to 8:00 AM Eastern Standard Time. You acknowledge and agree that you remain obligated to pay for Services without offset for interruptions of Service.

12. USER-ID AND PASSWORD

When you Subscribe, Simple Party, L.L.C. will provide you with an Administrator User-ID and Password. When you access the Service, you will have the ability to add additional User-Ids and Passwords. You agree to maintain all your User-IDs and Passwords in strict confidence. You agree to monitor the use of all your User-IDs and Passwords to ensure strict compliance with this Agreement. You are liable for all use of the Software and Service if such use is via any of your User-IDs and Passwords. Simple Party, L.L.C. reserves the right to modify or suspend access to the Software or Service at any time for any reason without notice, refund, or offset.

13. REPRESENTATIONS AND WARRANTIES

You and Simple Party, L.L.C. each represent and warrant to each other that you have the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself or provided any false information to gain access to the Service and that your billing and contact information is correct.

14. INDEMNIFICATION

You agree to hold Simple Party, L.L.C., its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, the Customer or a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iii) a claim arising from the breach by you or anyone accessing the Service in connection with any of your User-IDs and Passwords; (iv) a claim alleging a failure to deliver the goods or services booked or reserved through the Service; and (v) any claim for personal injury or death based in tort or any other legal theory. Simple Party, L.L.C. shall have no indemnification obligation, and you must indemnify Simple Party, L.L.C. pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, services, hardware, or business process(es).

15. DISCLAIMER OF WARRANTIES

SIMPLE PARTY, L.L.C. AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, SOFTWARE, OR ANY CONTENT. SIMPLE PARTY, L.L.C. AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SERVICE WILL MEET YOU OR YOUR CUSTOMERS' REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU OR YOUR CUSTOMERS THROUGH THE SERVICE WILL MEET YOU OR YOUR CUSTOMERS' REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SIMPLE PARTY, L.L.C. AND ITS LICENSORS, AND INCLUDES ANY OTHER WARRANTY, CONDITION, GUARANTY OR REPRESENTATION, WHETHER ORAL, WRITTEN OR IN ELECTRONIC FORM.

16. INTERNET DELAYS

Simple Party, L.L.C.'s Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Simple Party, L.L.C. is not responsible for any delays, delivery failures, or other damage resulting from such problems.

17. EXCLUSION OF DAMAGES

NEITHER SIMPLE PARTY, L.L.C. NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR CONTENT IS LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN WHOLE OR IN PART TO YOU OR YOUR CUSTOMERS' ACCESS TO, OR

USE OF, OR INABILITY TO USE, THE SERVICE OR CONTENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, LITIGATION, OR SIMILAR DAMAGES, UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SIMPLE PARTY, L.L.C. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

18. LIMITATION OF LIABILITY

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND THAT YOU AND YOUR CUSTOMERS' EXCLUSIVE REMEDY AND THE CUMULATIVE AGGREGATE LIABILITY OF SIMPLE PARTY, L.L.C. FOR ANY AND ALL CLAIMS RELATING TO THE SOFTWARE OR SERVICE PROVIDED BY SIMPLE PARTY, L.L.C., IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES DUE OR PAID TO SIMPLE PARTY, L.L.C. FOR SERVICES WITHIN THE CALENDAR YEAR OR PART THEREOF IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE LIMITATION OF DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SIMPLE PARTY, L.L.C. AND THE SOFTWARE AND SERVICE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. IN NO EVENT SHALL SIMPLE PARTY, L.L.C. OR ITS LICENSORS BE LIABLE TO ANYONE FOR AN INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE. ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. ADDITIONAL RIGHTS

Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to you.

20. ASSIGNMENT

You shall not assign this Agreement or transfer its rights, delegate your duties, obligations, or responsibilities under this Agreement, without the prior written consent of Simple Party, L.L.C. Any purported assignment or delegation is a violation of this Agreement shall be null and void and of no force or effect. Simple Party, L.L.C. may assign this Agreement and payments (or either of them) due hereunder without requirement for your permission or approval.

21. GOVERNING LAW/ACTIONS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without giving effect to its conflicts of law provision. No action arising out of your Subscription to the Service, or otherwise under this Agreement, may be brought by either you more than one year after the cause of action arises, except that an action for non-payment may be brought at any time

within one year of the date of the last payment made under this Agreement.

22. ARBITRATION

Any dispute, controversy, or claim arising out of or related to this Agreement or the breach thereof, shall be resolved by arbitration substantially in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and take place in New Jersey. Judgment upon any arbitration award may be entered into any court having jurisdiction, and you consent to the jurisdiction of such courts for this purpose. You and Simple Party, L.L.C. shall be entitled, under the supervision of the Arbitrator but consistent with New Jersey law, to the amount of pre-arbitration discovery deemed reasonable by the Arbitrator. The discovery period shall not exceed sixty (60) days except by mutual agreement between the parties. The Arbitrator shall give full effect to all provisions of this Agreement and not deviate from it.

23. NOTICES

Any notices required or permitted under this Agreement shall be in writing and sent by e-mail if permitted by this Agreement, and shall be effective when sent or by posting to the Simple Party, L.L.C. website. Other notice permitted or required by this Agreement, if addressed to you, is effective when sent by registered or certified mail (return receipt requested, with proper postage affixed) to the address provided by you to Simple Party, L.L.C., or any more recent address you provided in writing to Simple Party, L.L.C. Notices to Simple Party, L.L.C. are effective when received by Simple Party, L.L.C.

24. MODIFICATION

Simple Party, L.L.C. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Simple Party, L.L.C. website. You are responsible for regularly reviewing this Agreement posted to the Simple Party, L.L.C. website. No modification, amendment or other change in this Agreement shall be effective for any purpose unless specifically set forth in writing and signed by an authorized Member of Simple Party, L.L.C. Your continued use of the Service or access to it by your Customers after any such changes constitutes your acceptance of such changes. Simple Party, L.L.C. may at any time insist upon strict compliance with the terms and conditions of this Agreement notwithstanding any previous custom or practice to the contrary.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Simple Party, L.L.C. in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether written or oral.

26. BINDING EFFECT

This Agreement is binding on you, your heirs, personal representatives, successors, and assigns, and without limitation, any corporate successor by merger, consolidation, or other corporate reorganization. You may not assign this Agreement without the prior written consent of an authorized Member of Simple Party, L.L.C., but this Agreement may be assigned by Simple Party, L.L.C. without your consent to a (i) parent or subsidiary; or (ii) an acquirer of assets; or (iii) a successor by merger. Any purported assignment in violation of this section is void. Any actual or proposed change in control of you that results in or would result in a direct competitor of Simple Party, L.L.C. directly or indirectly owning or controlling fifty percent (50%) or more of you will entitle Simple Party, L.L.C. to terminate

this Agreement immediately without notice.

27. NO WAIVER; HEADINGS FOR CONVENIENCE ONLY

The failure of Simple Party, L.L.C to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default. The section headings used in this Agreement are for convenience only and shall not be given any legal import. Notwithstanding any provision of law or customary practice of the courts with jurisdiction over the parties or subject matter of this Agreement, contra preferentem shall not apply. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction or interpretation shall be applied against any party on the grounds that such party was the “drafter” of this document nor shall any such principle of interpretation of construction be used to resolve any alleged ambiguity.

28. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intention of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

29. GENERAL

This Agreement is governed by New Jersey and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in New Jersey. No joint venture, partnership, employment, or agency relationship exists between you and Simple Party, L.L.C. as a result of this Agreement or use of the Service.

30. DEFINITIONS

As used in this Agreement and in any forms now or later associated with it:

“Agreement” means the terms and conditions that control your access to and use of the Services including the terms of this Agreement; any forms associated with the Service whether written or online; any materials available on the Simple Party, L.L.C. website; all of which are incorporated herein by reference and may be updated by Simple Party, L.L.C. from time to time in its sole discretion;

“Customer” is an end user of the Service; for example, an individual who accesses the Service for the purpose of booking a party at the Subscriber’s physical location;

“Customer Data” means any data, information, or material provided or submitted by a Customer;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secrets rights, and all other intellectual property rights and derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“Revisions,” “Updates,” and “Enhancements” mean error corrections, modifications and all changes and improvements (or any of them) to the Software that relate to operating performance but do not alter the basic function of the Software as determined by Simple Party, L.L.C. in its sole discretion.

“Service” means Simple Party, L.L.C.’s online products, services, software, and offline services, if any, collectively;

“Simple Party, L.L.C. Technology” means all of Simple Party, L.L.C.’s proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible material or information, made available to you by Simple Party, L.L.C. in providing the Service to you or your Customers;

“Simple Party Web site” means all of Simple Party, L.L.C.’s proprietary web sites and domains which including but not limited to www.simpleparty.com, www.simpleparty.biz and www.wishlistmadesimple.com.

“Subscriber” is either a natural person at least 21 years of age or a single legal entity who provide access to the Service for Customer’s use via the Internet browser interface provided by Simple Party, L.L.C. to the Subscriber for the use of Customers;

“Subscriber Data” is information generated by the Software based on financial and other information submitted by the Subscriber;

“Subscription” is a shorthand reference to this Agreement, your acceptance of its terms and conditions, the submission of your contact and billing information required as part of the subscription process, and you or your Customers’ use of the Service which includes use of the Software and Internet browser interface;

Technical Support Service means (i) correction of unacceptable software errors as determined by Simple Party, L.L.C. in its sole discretion; (ii) all Revisions, Updates, and Enhancements to the Software and revised Software documentation, if any, that corresponds to such Revision, Update or Enhancement; and (iii) telephone support Monday through Friday between the hours of 8:00 AM and 5:00 PM, Eastern Standard Time, not including Federal Holidays, to be provided to a single individual you designate.

“User-ID” and “Password” are strings of alpha-numeric characters that together provide a unique identifier for the entity that is a Subscriber and permit access to the billing and contact information provided by the Subscriber during the Subscription process.