

# ELITE BOOKING COMPANY

## TERMS OF SERVICE

---

Welcome to ELITE BOOKING!

Elite booking.com (“Elite Booking”, “we”, “us”, “our”) provides its services (described below) to you through its website located at [www.Elite Booking.com](http://www.Elite Booking.com) (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any changes will become effective when posted. Your continued use of the Services after changes are posted constitutes your acceptance of the new Terms of Service. You should visit this page before using the Services each time to see if there have been any changes to these Terms of Services.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the service from time to time, including, without limitation, the privacy policy located at [www.Elite Booking.com](http://www.Elite Booking.com). All such terms are hereby incorporated by reference into these Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ELITE BOOKING ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU

WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

## **1. ACCESS AND USE OF THE SERVICE**

**Services Description:** The Service is designed to provide booking, invoicing, communication and project management tools for and between those who use the Service to help manage their business (“Businesses”), their clients and related parties (“Clients”). Businesses may use the Service to find and book Vendors, manage their Clients, and send invoices. Clients may use the service to find, hire and work with various Businesses and Vendors. Vendors and Businesses may use the Service to promote and provide their goods and services to Clients.

**Your Registration Obligations:** You may be required to register with Elite Booking in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Elite Booking of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the service. Elite Booking will not be liable for any loss or damage arising from your failure to comply with this section.

**Modifications to Service:** Elite Booking reserves the right to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that Elite

Booking will not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

**General Practices Regarding Use and Storage:** you acknowledge that Elite Booking may establish general practices and limits concerning use of the service, including without limitation the maximum period of time that data or other content will be retained by the service and the maximum storage space that will be allotted on Elite Booking's servers on your behalf. You agree that Elite Booking has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the service. You acknowledge that Elite Booking reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Elite Booking reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device, (iii) the ability to access certain features through an application downloaded and installed on a mobile device, and (iv) the ability to receive notifications, messages, and updates on your mobile device (including via calls and text messages) (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

## **2. CONDITIONS OF USE**

Elite Booking platform: Elite Booking offers a platform that helps connect clients, vendors and businesses ("Elite Booking platform"). Elite Booking is not a party to any agreement between clients and vendors, vendors and businesses, or clients and businesses. All dealings are solely between the respective parties and Elite Booking makes no representations and warranties on behalf of any clients, vendors, or businesses (including but not limited to the cost, quality, or timeliness of any goods or services provided by any vendors or businesses) and will have no liability for any interactions between clients, vendors or businesses. Elite Booking is not responsible for any contracts or proposals between Clients, Businesses and Vendors (or any

combination thereof) (collectively, "vendor contracts") that you upload to the service other than making such vendor contracts available for review and signature (including e-signature) as authorized by you. Notwithstanding the foregoing, Elite Booking serves as the limited authorized agent of the vendor and business for the purpose of accepting payments from clients on behalf of vendors and businesses and is responsible for transmitting such payments to the vendor or business, and each vendor and business hereby appoints Elite Booking as the vendor's or businesses' limited agent solely for the purpose of collecting payments made by clients on behalf of the vendor or business. Elite Booking has no control over and does not guarantee the existence, quality, safety, or legality of any goods or services advertised by vendors or businesses; the truth or accuracy of any advertisements; the ability of vendors to sell goods or services; the ability of clients to pay for any goods or services; or that a vendor, business or client will actually complete a transaction. Elite Booking does not warrant or guarantee that any goods or services offered through the service will meet a client's requirements.

**No Tax or Other Professional Advice:** you acknowledge and agree that Elite Booking does not provide legal, financial, tax or other professional advice as part of providing the services, including with respect to any estimated taxes calculated using Elite Booking's tax calculator. No action should be taken based upon any information obtained through the services without first seeking independent professional advice from an accountant, attorney, financial advisor, or other person who is appropriately licensed and/or qualified in the applicable field. Without limiting the foregoing, you (not Elite Booking) are solely responsible for (and you shall hold Elite Booking harmless with respect to): (i) compliance with any and all applicable laws, rules and regulations, (ii) determination of any and all amounts you may owe to the government or other third parties and full payment thereof (including, without limitation, all applicable taxes, penalties, and interest), and (iii) any use you may make of the services to assist you with the foregoing.

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service, whether as a Client, Businesses or Vendor. The following are examples of the kind of content and/or use that is illegal or prohibited by Elite Booking. Elite Booking reserves the right to investigate and take appropriate legal action against anyone who, in Elite Booking's sole

discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to: email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Elite Booking, is objectionable or which restricts or inhibits any other person from using or enjoying the service, or which may expose Elite Booking or its users to any harm or liability of any type; interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or violate any applicable local, state, national or international law, or any regulations having the force of law; impersonate any person or entity, or falsely state or otherwise misrepresent your credentials or your affiliation with a person or entity; solicit personal information from anyone under the age of 18; harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the service.

to the extent permitted by applicable law, Elite Booking takes no responsibility and assumes no liability for any content or for any loss or damage resulting therefrom, nor is Elite Booking liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Elite Booking services. your use of the Elite

Booking services is at your own risk. in addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Elite Booking services will not contain any content that is prohibited by such rules.

Elite Booking is not liable for any statements or representations included in the content. Elite Booking does not endorse any content, opinion, recommendation, or advice expressed therein, and Elite Booking expressly disclaims any and all liability in connection with the content. to the fullest extent permitted by applicable law, Elite Booking reserves the right to remove, screen, or edit any content posted or stored on the Elite Booking services at any time and without notice, including where such content violates these terms of service or applicable law, and you are solely responsible for creating backup copies of and replacing any content you post or store on the Elite Booking services at your sole cost and expense. any use of the Elite Booking services in violation of the foregoing violates these terms of service and may result in, among other things, termination or suspension of your rights to use the Elite Booking services.

**fees:** to the extent the service or any portion thereof is made available for any fee, or you are a client paying a vendor or business for goods or services via the service, you will be required to provide Elite Booking information regarding your credit card or other payment instrument. you represent and warrant to Elite Booking that such information is true and that you are authorized to use the payment instrument. if you have registered for the services via a subscription plan, you expressly acknowledge and agree that (a) Elite Booking is authorized to charge your credit card or other payment instrument in accordance with the terms of your subscription plan for as long as your subscription continues, and (b) your subscription is continuous until you cancel it or Elite Booking suspends or otherwise stops providing access to the site and/or services in accordance with these terms. you will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. as a vendor, you may be required to select a payment plan and you agree to pay a pre-selected percentage of money you receive from purchases made by clients of your goods and services through the service, and you will pay Elite Booking a percentage of each such transaction, as set forth in further detail on the service. if you dispute any charges by Elite Booking you must let Elite Booking know within thirty (30) days after the date that Elite Booking charges you. if you dispute any charges by a vendor, you must contact the vendor directly. as a vendor, if you agree

to refund any fees to a client, you are responsible and will pay Elite Booking (and Elite Booking may retain) any transaction costs associated with such refund. we reserve the right to change Elite Booking's prices. if Elite Booking does change prices, Elite Booking will provide notice of the change on the site or in email to you, at Elite Booking's option, at least 30 days before the change is to take effect. if you have registered for the services via a subscription plan, your subscription plan may be subject to fee adjustments, including automatic fee increases, during your subscription term in accordance with the terms of your subscription plan; and where a fee adjustment applies to you, we will charge or invoice you under the new price structure, starting with the next billing period in the subscription term, or otherwise in accordance with the terms of your subscription plan. your continued use of the service after the price change or fee adjustments becomes effective constitutes your agreement to pay the changed amount. you shall be responsible for all taxes associated with the services other than u.s. taxes based on Elite Booking's net income.

**Chargebacks:** To the extent you have received payment for goods or services through the elite booking platform ("payee") from or on behalf of a client, business or other party ("payer"), the amount of a transaction may be charged back or reversed to payee's payment account (a "chargeback") if the transaction (a) is disputed by the payer, (b) is reversed for any reason, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of these terms of service. Payee shall owe elite booking and will immediately pay elite booking the amount of any chargeback and any associated fees, fines, or penalties assessed by any processing financial institutions, or MasterCard, visa, American express, discover, and other payment card networks, associations, or companies.

**Authorization to Charge Payment Methods on File:** You, as Payee, authorize us to charge any payment method we have on file for you in the amount of any Chargeback; any other amount you owe us; any Losses we may incur relating to your transactions, your use of the Services, or your business; any obligations you owe us, including under these Terms of Service or any other agreement we have with you; or to fund the Reserve. To execute such charges, you expressly authorize us to (a) initiate individual or reoccurring debit entries to any bank account we have on file for you (e.g., ACH debits) and (b) charge any credit or debit card account we have on file for

you. If any debit entry or charge is rejected, you agree to immediately pay the amount due directly to us and authorize us to initiate other debit entries and charges at any time and from time to time in any amount up to the amount due until the amount due is paid in full. We are not responsible for any amount you may incur from our charges, including overdraft and over limit **fees**. Payment methods we have on file for you include payment methods you identify to us and payment methods we identify on our own. For purposes of this and the next section, “Losses” include Chargebacks, refunds, returns, shortfalls, adjustments, settlements, losses, liabilities, damages, fines, penalties, fees, costs and expenses.

**Reserve:** We may withhold funds from payments (including payment processor payouts) to you, as Payee, and/or designate an amount of funds that you must maintain in a reserve account held by us (“Reserve”) to pay any actual or potential Losses we believe we may incur related to your transactions, your use of the Services, your business, or to secure the performance of your obligations under any agreement between you and us, including these Terms of Service. The Reserve will be in an amount determined by us in our sole discretion to cover actual or potential Losses we may incur and current, past and future obligations you may owe us. The Reserve may be raised, reduced or removed at any time by us, in our sole discretion. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any payment method we have on file for you. You grant us a security interest in and lien on any and all funds held in the Reserve, and also authorize us to make any withdrawals or debits from the Reserve, and charge any payment method we have on file for you, to cover any Losses, obligations and amounts you owe us. You will execute any documents required by us to perfect our security interest in any funds in the Reserve or requested by us in connection with the Reserve.

**Setoff:** In the event that there is an outstanding amount you owe us, we may set off such amount from any payments that would otherwise be made to you.

**Power of Attorney:** You appoint us and our designees your true and lawful attorney in fact, with full power to take any action in your name and place relating to any amounts you owe us under any agreement you have with us, including these Terms of Service, that we deem advisable and consistent with the terms of such agreement. You will timely execute and deliver to us any power of attorney instrument we may require evidencing our authority and power under this section.



**Due Diligence:** You, as a Business or Vendor, agree to provide us with any financial statements, balance sheets, statements of income, bank and credit card account information, and any other financial or business information we may request within two (2) business days of our request. Failure to provide this information timely is a breach of these Terms of Service and may result in establishing a Reserve or raising the amount of the Reserve.

**Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

### **3. THIRD PARTY DISTRIBUTION CHANNELS**

Elite booking offers software applications that may be made available through the apple app store, android marketplace or other distribution channels (“Distribution Channels”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the **Distribution Channel**. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple- Enabled Software”), in addition to the other terms and conditions set forth in these terms of service, the following terms and conditions apply:

Elite booking and you acknowledge that these terms of service are concluded between elite booking and you only, and not with apple, and that as between elite booking and apple, elite booking, not apple, is solely responsible for the apple-enabled software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in or otherwise be in conflict with, the App Store Terms of Service.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be elite booking's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Elite booking and you acknowledge that elite booking, not apple, is responsible for addressing any claims of you or any third party relating to the apple-enabled software or your possession and/or use of that apple-enabled software, including, but not limited to: (i) product liability claims; (ii) any claim that the apple-enabled software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that apple-enabled software infringes that third party's intellectual property rights, as between elite booking and apple, elite booking, not apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

**Service content, software and trademarks:** you acknowledge and agree that the service may contain content or features ("service content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by elite booking, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative

works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by elite booking from accessing the service (including by blocking your ip address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your ip address or using a proxy ip address). Any use of the service or the service content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the service or distributed in connection therewith are the property of elite booking, our affiliates and our partners (the “software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the software. Any rights not expressly granted herein are reserved by elite booking.

The elite booking name and logos are trademarks and service marks of elite booking (collectively the “elite booking trademarks”). Other elite booking, product, and service names and logos used and displayed via the service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to elite booking. Nothing in these terms of service or the service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of elite booking trademarks displayed on the service, without our prior written permission in each instance. All goodwill generated from the use of elite booking trademarks will inure to our exclusive benefit.

**Third party material:** under no circumstances will elite booking be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that elite booking does not pre-screen content, but that elite booking and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the service. Without limiting the foregoing, elite booking and its designees will have the right to remove any content that violates these terms of service or is deemed by elite booking, in its sole discretion, to be otherwise

objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Service:** With respect to the content or other materials you upload through the Service or share with other users or recipients, whether as a User, Vendor or Business (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any user content you hereby grant and will grant elite booking and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your user content in connection with the operation of or improvements to the service in any form, medium or technology now known or later developed. Notwithstanding the foregoing, elite booking will not disclose any vendor contracts that have been uploaded to the service to any third party without your authorization. However, for clarity, you acknowledge and agree that elite booking may collect, analyze and use certain vendor contract information on an aggregated, anonymous basis in order to provide the services.

However, for clarity, you acknowledge and agree that elite booking may collect, analyze and use certain vendor contract information on an aggregated, anonymous basis in order to provide the services. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the service (“submissions”), provided by you to elite booking are non-confidential and elite booking will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that elite booking may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these terms of service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of elite booking, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Publicity:** you acknowledge and agree that elite booking may use your name and logo on elite booking's website and marketing materials to identify your relationship with elite booking.

To be effective, the notification must be in writing and contain the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: your physical or electronic signature; identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the copyright agent, elite booking will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

## **5. THIRD PARTY WEBSITES**

The service may provide, or third parties may provide, links or other access to other sites and resources on the internet. Elite booking has no control over such sites and resources and elite booking is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that elite booking will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the service are between you and the third party, and you agree that elite booking is not liable for any loss or claim that you may have against any such third party.

## **6. SOCIAL NETWORKING SERVICES**

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these social networking services and elite booking’s use, storage and disclosure of information related to you and your use of such services within elite booking (including your friend lists and the like), please see our privacy policy at [www.elitebooking.com](http://www.elitebooking.com). However, please remember that the manner in which social networking services use, store and disclose your information is governed solely by the policies of such third parties, and elite booking shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the service.

In addition, elite booking is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with social networking services. As such, elite booking is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such social networking services. Elite booking enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## **7. INDEMNITY AND RELEASE**

You agree to release, indemnify and hold elite booking and its affiliates and their officers, employees, directors and agent (collectively, "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee.

## **8. DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELITE BOOKING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ELITE BOOKING MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

## **9. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ELITE BOOKING WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ELITE BOOKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) ANY ACTS, OMISSIONS, STATEMENTS OR OTHER CONDUCT OF ANY CLIENTS, VENDORS, BUSINESSES OR OTHER THIRD PARTIES ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOU'RE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

## **10. DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.



Agreement to Arbitrate: This Section “Dispute Resolution by Binding Arbitration” is referred to in this Terms of Service as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

**Prohibition of Class and Representative Actions and Non-Individualized Relief:** YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

**Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief”) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

**Future Changes:** Notwithstanding any provision in this Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

## **11. TERMINATION**

You agree that elite booking, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the service and remove and discard any content within the service, for any reason, including, without limitation, for lack of use or if elite booking believes that you have violated or acted inconsistently with the letter or spirit of these terms of service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of service, may be referred to appropriate law enforcement authorities. Elite booking may also in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice. You agree that any termination of your access to the service under any provision of this terms of service may be effected without prior notice, and acknowledge and agree that elite booking may immediately deactivate or delete your account and all related information and

files in your account and/or bar any further access to such files or the service. Further, you agree that elite booking will not be liable to you or any third party for any termination of your access to the service.

## **12. USER DISPUTES**

You agree that you are solely responsible for your interactions with any other user in connection with the service and elite booking will have no liability or responsibility with respect thereto. Elite booking reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the service, including by giving clients access to their agreements with businesses and Vendors.

## **13. GENERAL**

These terms of service constitute the entire agreement between you and elite booking and govern your use of the service, superseding any prior agreements between you and elite booking with respect to the service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.. The failure of elite booking to exercise or enforce any right or provision of these terms of service will not constitute a waiver of such right or provision. If any provision of these terms of service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of service remain in full force and effect.. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these terms of service without the prior written consent of elite booking, but elite booking may assign or transfer these terms of service, in whole or in part, without restriction. The section titles in these terms of service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

## **14. YOUR PRIVACY**

At Elite booking, we respect the privacy of our users. For details please see our privacy policy. By using the service, you consent to our collection and use of personal data as outlined therein.