

# PRIVACY POLICY

*Revised: September 2019*

We at TablePop, LLC d/b/a TablePop ("TablePop") have created this privacy policy (this "Privacy Policy") because we know that you care about how information you provide to us is used and shared. This Privacy Policy relates to the information collection and use practices of TablePop LLC in connection with our online services, which are made available to you through a variety of platforms, including, but not limited to, <http://www.TheTablePop.com> (the "Website") which is referred to as the "Platform."

## **DESCRIPTION OF USERS AND ACCEPTANCE OF TERMS**

This Privacy Policy applies to visitors to the Website, who view only publicly-available content ("Visitors"); end users ("Users"), who have signed up to use our services (the "Services") and post their event projects (each, a "Project") via the Platform; and vendors and planners (collectively, "Members"), who have signed up on these Projects.

By visiting our Website, Visitors are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use.

By signing up, accessing, and/or using the Platform: (i) each User is agreeing to the terms of this Privacy Policy and the accompanying Terms of Use; and (ii) each Member is agreeing to the terms of this Privacy Policy and the accompanying Member Agreement.

Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in the Terms of Use (when such term concerns Users and/or Visitors) or the Member Agreement (when such term concerns Members).

## **THE INFORMATION WE COLLECT**

### Personal Information

By signing in to the Platform using Facebook Connect, LinkedIn Connect, or other social media account, you are authorizing TablePop to collect, store, and use, in accordance with this Privacy Policy, any and all information that you agreed that Facebook, Inc. ("Facebook"), LinkedIn, Inc. ("LinkedIn"), or such other social media company could provide to TablePop through its Application Programming Interface ("API"). Such information may include, without limitation, your first and last name, username, profile picture, unique social media identifier and access token, and e-mail address.

Facebook Connect, LinkedIn Connect, and other social media accounts give you the option to post information about your activities on the Platform to your profile page to share with others within your network or opt out of information you do not wish to share.

You may, instead of logging in through your social media account, create login credentials using your e-mail address. In addition, Users and Members may be required to provide their names, phone numbers, and city and state.

All information collected pursuant to this section is collectively referred to as "Personal Information." We do not collect or access any Personal Information from you when you use the Services unless you provide us with the Personal Information voluntarily or authorize us to access it.

### Billing Information

Any electronic payments made by Members via the Platform are processed by third-party vendors, such as Stripe. We do not collect, store, or maintain any Member billing information, such as debit card numbers, credit card numbers, billing addresses, and similar information (collectively, the "Billing Information"). All such Billing

Information is collected and processed through such third-party vendors pursuant to the terms and conditions of their privacy policies and terms of use.

#### Geolocation Information

Certain features and functionalities of the Services are based on a User's or Member's location. In order to provide these features and functionalities while a User or Member is using a mobile device, we may, with the person's consent, automatically collect geolocation information from that person's mobile device, wireless carrier, and/or certain third-party service providers. Such information is collectively called the "Geolocation Information." Collection of such Geolocation Information occurs only when the Services are running on a mobile device. Users and Members may decline to allow us to collect such Geolocation Information, in which case we will not be able to provide certain features or functionalities to those people.

#### Other Information

We may collect additional information (collectively, the "Other Information"). Such Other Information may include:

From You. Additional information about yourself that you voluntarily provide to us, such as hobbies, personal interests, household income range, number of children, gender, product and service preferences, and other information that does not identify you personally.

From Your Activity. Information that we automatically collect when you use the Services, including, without limitation:

- IP addresses, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on particular pages, sections of the Website visited, etc.;
- Information about a mobile device, including universally unique ID ("UUID"), Platform type and version (e.g., iOS or Android), carrier and country location, hardware and processor information (storage, chip speed, camera resolution, NFC enabled, and network type (WiFi, 2G, 3G, 4G); and
- Activity and usage information occurring via the Services, including your communications on the Platform.

From Cookies. Information that we collect using "cookie" technology. Cookies are small packets of data that a website stores on your computer's or mobile device's hard drive so that your computer will "remember" information about your visit. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us collect Other Information and to enhance your experience using the Platform. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser's documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Platform may not function properly.

From Other Sources. Information that we collect or receive from Facebook, LinkedIn, and/or other third-party social media sites on which you have used the Services in accordance with their terms of use and privacy policies.

From Other Members and Users. Information that we receive from other Members and Users about their interactions and transactions with you.

#### **THE INFORMATION COLLECTED BY OR THROUGH THIRD-PARTY ADVERTISING COMPANIES**

We may share Other Information about your activity on the Platform with third parties for the purpose of tailoring, analyzing, managing, reporting, and optimizing advertising you see on the Platform and elsewhere. These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect such Other Information for such purposes. Pixel tags enable us, and these third-party advertisers, to recognize a browser's cookie when a browser visits the site on which the pixel tag is located in order to learn which advertisement brings a user to a given site.

## **ACCESSING AND MODIFYING PERSONAL INFORMATION AND COMMUNICATION PREFERENCES**

If you have registered for the Services, you may access, review, and make changes to your Personal Information and certain Other Information by following the instructions found on the applicable Platform. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any TablePop marketing email. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases. Users and Members cannot opt out of receiving transactional e-mails related to their account.

## **HOW WE USE AND SHARE THE INFORMATION**

We use the Personal Information, the Geolocational Information, and the Other Information (collectively, the “Information”) to provide and improve the Platform and the Services, solicit your feedback, inform you about our products and services and those of our third-party marketing partners, and administer our rewards, contests, sweepstakes, competitions, and promotional programs. Also, we may share Information as described below.

If you are a User, we may share certain Personal Information and certain Other Information about you with Members with whom you have contracted. Similarly, if you are a Member, we may share certain Personal Information and certain Other Information about you with Users with whom you have contracted. Please note, that any information you publicly post to the Platform will be accessible and viewable by other Visitors, Users, and Members.

In order to provide the Services and administer our rewards, contests, sweepstakes, competitions, and promotional programs, we may share your Information with our third-party promotional and marketing partners, including, without limitation, businesses participating in our various programs.

In an ongoing effort to better understand our users and our Platform and Services, we might analyze the Other Information and the Geolocational Information in aggregate form in order to operate, maintain, manage, and improve the Services and/or Platform. This aggregate information does not identify you personally. We may share this aggregate data with our affiliates, agents, and business partners. We may also disclose aggregated user statistics in order to describe our products, Platform, and Services to current and prospective business partners and to other third parties for other lawful purposes.

We may from time to time share Personal Information and/or Other Information with other companies who may provide you information about the products and services they offer. However, to the extent required by law, you will be given the opportunity to opt-out of such sharing.

We may employ other companies and individuals to perform functions on our behalf. Examples may include providing marketing assistance, information technology support, and customer service. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.

We may share some or all of your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.

As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.

To the extent permitted by law, we may also disclose the Information when required by law, court order, or other

government or law enforcement authority or regulatory agency, or whenever we believe that disclosing the such information is necessary or advisable, for example, to protect the rights, property, or safety of TablePop or others.

#### **HOW WE USE AND PROCESS YOUR COMMUNICATIONS**

We may, either directly or through third party companies and individuals we engage to provide services to us, review, scan, or analyze your communications with other users exchanged via the Platform for fraud prevention, risk assessment, regulatory compliance, investigation, and customer support purposes. We may also scan, review or analyze messages for research and product development purposes to help make matching, bidding and user communications more efficient and effective, as well as to debug, improve and expand product offerings. We will not review, scan, or analyze your communications for sending third party marketing messages to you. We will also not sell these reviews or analyses of communications to third parties. We will also use automated methods to carry out these reviews or analyses where reasonably possible. However, from time to time we may have to manually review some communications. By using the Platform, you agree that TablePop, in its sole discretion, may, either directly or through third party companies and individuals we engage to provide services to us, review, scan, analyze, and store your communications, whether done manually or through automated means.

#### **HOW WE PROTECT YOUR INFORMATION**

We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Platform may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

#### **IMPORTANT NOTICE TO NON-U.S. RESIDENTS**

It is important to note that the Platform and its servers are operated in the United States. If you are located outside of the United States, please be aware that any Personal Information you provide to us will be transferred to the United States. By using the Platform and by providing us Personal Information when using our Services, you hereby consent to this transfer and our use of the information and data provided by you in accordance with this Privacy Policy.

#### **CHILDREN**

We do not knowingly collect Personal Information from children under the age of 13 through the Platform. If you are under 13, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through the Platform without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us, please contact us, and we will endeavor to delete that information from our databases.

#### **CALIFORNIA RESIDENTS**

Under California Civil Code Section 1798.83, California residents who have an established business relationship with TablePop may choose to opt out of our sharing your Personal Information with third parties for direct marketing purposes. If you are a California resident and (1) you wish to opt out; or (2) you wish to request certain information regarding our disclosure of your Personal Information to third parties for the direct marketing purposes, please send an e-mail to [privacy@TheTablePop.com](mailto:privacy@TheTablePop.com).

#### **EXTERNAL WEBSITES**

The Platform may contain links to third-party websites. TablePop has no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

#### **CHANGES TO THIS PRIVACY POLICY**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. By accessing the Platform and/or using the Services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the information. Please refer back to this Privacy Policy on a regular basis.

#### **HOW TO CONTACT US**

If you have questions about this Privacy Policy, please e-mail us at [privacy@TheTablePop.com](mailto:privacy@TheTablePop.com) or follow the instructions on the Platform.

# TERMS OF USE

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*Revised: September 2019*

TablePop, LLC d/b/a TablePop (“TablePop,” “we,” “us,” or “our”) welcomes you. We’re thrilled that you have decided to access and use our Platform and Services.

We provide our Services to Visitors and Users subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

We provide Members access to our Platform subject to our Membership Agreement and our Privacy Policy.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

## DESCRIPTION OF SERVICES

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TablePop helps Users find, match and reach out to the right vendor, planners, and event staff their Projects. We would like to point out, however, that although you are able to find information about Members and their services through our Platform, we are not a party to any transactions Users make with these Members (“Transactions”). Accordingly, as discussed in more detail below, we shall have no liability to any party in connection with such Transactions, and our Users and Members acknowledge that they are assuming the risks when using the Services to facilitate Transactions.

We provide Visitors and Users with access to the Platform as described in this Agreement.

Visitors. Visitors, as the term implies, are people who don’t register with us, but want to look around and see what the Services are all about. No login is required for Visitors. Visitors can (a) view all publicly-accessible content, and (b) e-mail us.

Users. Login is required for all User services. Users can do all the things that Visitors can do, and may also be able to: (a) post Projects for Members to review and potentially submit projects; (b) participate in our promotional offers and sweepstakes, (c) sign up for alerts and other notifications, and (e) post comments, pictures, and other content (collectively, “User Content”).

We are under no obligation to accept any individual as a User, and may accept or reject any registration in our sole and complete discretion.

Also, when using the Services via our Apps, Users may elect to consent to: (a) the use of their mobile device’s Geolocation Information to provide the Services; and (b) receive text messages. In either case, the Users consent to and shall pay all carrier data, messaging, and other fees resulting from their usage of the Services.

## WAIVER AND RELEASE

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Although Users are able to find information about, get connected to and communicate with Members through our Services, we are not a party to any Transaction a User makes with a Member. Accordingly, we shall have no liability to any party in connection with such Transactions. We do recommend, however, that in connection with each Transaction, the User and Member reduce their agreement to writing.

In addition:

Although membership is by invitation only, we make no attempt to confirm, and do not confirm, any Member's purported identity. You are solely responsible for determining the identity and suitability of Members whom you may contact by means of the Services.

Although we may ask Members for references, perform site visits, and review their work product, we make no representations, offer no assurances, and do not investigate any of our Members' backgrounds, morality, character, actions, or demeanor, and you hereby acknowledge that you assume the risk of any encounter or interaction with such Members. We encourage all Users to communicate directly with potential Members through the tools available on the Services and to review their profile pages for feedback from other Users. You are solely responsible for all of your communications and interactions with Members on or off the Platform. You understand that we do not make any attempt to verify the statements of Members. You agree to take reasonable precautions in all communications and interactions with Members and with other persons with whom you communicate or interact as a result of your use of the Platform.

Although we reserve the right to do so, we typically do not verify information that Members submit to the Services.

We do not endorse any Member.

We make no, and hereby disclaim all, representations, warranties, claims, and assurances as to the Members' products and services, including, without limitation, their quality, suitability, fitness for a particular purpose, compliance with laws, and pricing.

YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, NEXT OF KIN, SPOUSE, GUARDIANS, LEGAL REPRESENTATIVES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES"), AGREE THAT SUCH RELEASING PARTIES SHALL NOT HAVE ANY RIGHT OR CAUSE OF ACTION, AND HEREBY FULLY, FINALLY, AND FOREVER RELEASE, DISCHARGE, AND ACQUIT TABLEPOP AND ITS PAST, CURRENT, AND FUTURE MEMBERS, SHAREHOLDERS, EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, PARENT ENTITIES, ATTORNEYS, PRINCIPALS, TRUSTEES, REPRESENTATIVES, AGENTS, PARTNERS, AFFILIATES, PREDECESSORS, SUCCESSORS, OPERATING PARTNERSHIPS, GENERAL PARTNERS, INSURERS, REINSURERS, AND ASSIGNS FROM ANY AND ALL CLAIMS, SUITS, OBLIGATIONS, COSTS, DAMAGES, LOSSES, CLAIMS FOR SUMS OF MONEY, CONTRACTS, CONTROVERSIES, AGREEMENTS, JUDGMENTS, AND DEMANDS WHATSOEVER, RIGHTS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, FIXED OR CONTINGENT, WHICH SUCH RELEASING PARTIES NOW HAVE OR MAY CLAIM TO HAVE IN THE FUTURE (COLLECTIVELY, "CLAIMS") ARISING OUT OF, BASED UPON, ATTRIBUTABLE TO, OR IN CONNECTION WITH YOUR INTERACTION WITH OTHER USERS AND MEMBERS AND ANY TRANSACTIONS YOU MAY ENTER.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT IT IS THE INTENTION OF THE PARTIES THAT THE FOREGOING RELEASE AND DISCHARGE SHALL BE EFFECTIVE AS A BAR TO ALL CLAIMS OF WHATEVER

CHARACTER, NATURE, AND KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, HEREINABOVE SPECIFIED TO BE SO BARRED. IN FURTHERANCE OF THIS INTENTION, THE RELEASING PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON THEM BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH STATES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

## COMMUNITY GUIDELINES

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Our community, like any community, functions best when its people follow a few simple rules. By accessing and/or using the Platform, you hereby agree to comply with these community rules and that:

You will not use the Platform for any unlawful purpose;

You will not post false or misleading Projects;

Other than listing Projects in accordance with this Agreement, you will not use the Platform to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, or company; or engaging in any pyramid or other multi-tiered marketing scheme;

You will not access or use the Platform to collect any market research for a competing business;

You will not upload, post, e-mail, transmit, or otherwise make available any User Content that:

- infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
- is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, invasive of another’s privacy, or promotes violence; or
- discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information;

You will not “stalk” or otherwise harass another;

You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Platform;

You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;

You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Platform, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;

You will not use any automated device or software that enables the submission of automatic postings on the Platform without human intervention or authorship, including, without limitation, the use of any such automated posting device in connection with bulk postings or for automatic submission of postings at certain times or intervals; and

You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means.

Please let us know about inappropriate content. If you find something that violates our community guidelines, let us know, and we’ll review it. We reserve the right, in our sole and absolute

discretion, to deny you access to the Platform, or any portion of the Services, without notice and remove any User Content that does not adhere to these guidelines.

## RESTRICTIONS

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The Services are available for individuals aged 18 years or older. If you are under 18, please do not use the Platform. By registering as a User, you represent and warrant that you are at least 18.

## SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

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During the registration process for Users, if you do not login through a social media account, we will ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Platform using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason. TablePop will not be liable for any loss or damage caused by any unauthorized use of your account.

## INTELLECTUAL PROPERTY

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The Platform contains material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of TablePop (collectively referred to as the "Content"). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content, the Platform, and the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of TablePop ("TablePop Trademarks") used and displayed on the Platform are registered and unregistered trademarks or service marks of TablePop. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with the TablePop Trademarks, the "Trademarks"). Nothing on the Platform should be construed as granting, by implication,

estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the TablePop Trademarks inures to our benefit.

Elements of the Platform and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **COMMUNICATIONS TO US; USER SUBMISSIONS; AND PUBLICITY**

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Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails you send to us, including but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation to you.

As noted above, the Platform provides Users the ability to post and upload User Content. You expressly acknowledge and agree that once you submit your User Content, it will be accessible by others and that there is no confidentiality or privacy with respect to such User Content, including, without limitation, any personally identifying information that you may make publicly available. YOU, AND NOT TABLEPOP, ARE ENTIRELY RESPONSIBLE FOR ALL THE USER CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE PLATFORM.

You retain all copyrights and other intellectual property rights in and to your own User Content. You do, however, hereby irrevocably grant us and our sublicensees and assignees a non-exclusive, transferable, perpetual, royalty-free, freely sublicensable (through multiple tiers) license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) any and all of your User Content, your Sign-In Name (or username if you sign in with a social media account), the picture associated with your account, and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. Without limiting the foregoing, you acknowledge and agree that uses of your User Content, Sign-In Name/username, and associated picture permitted by the foregoing rights and licenses may include the display of such User Content, Sign-In Name/username, and associated picture adjacent to advertising and other material or content, including for profit.

If you submit User Content to us, each such submission constitutes a representation and warranty that such User Content is your original creation (or that you otherwise have the right to provide the User Content), that you have the rights necessary to grant the license to the User Content under this Section, and that it and its use by TablePop and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our community guidelines.

## **NO WARRANTIES/LIMITATION OF LIABILITY**

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WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE PLATFORM, THE CONTENTS OF THE SERVICES, THE MEMBERS, OR OTHER USERS. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE PLATFORM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE PLATFORM, THE CONTENT, AND THE SERVICES AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM, ITS SERVERS, OR THEIR CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE PLATFORM, THE CONTENT, OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

THE PLATFORM, THE CONTENT, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM, THE CONTENT, OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE PLATFORM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE PLATFORM. THE PLATFORM MAY CONTAIN INFORMATION ON MEMBERS WHO ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A MEMBER ON THE PLATFORM DOES NOT IMPLY THAT SUCH MEMBER IS OR WILL BE AVAILABLE TO WORK ON YOUR PROJECT. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM AT ANY TIME WITHOUT NOTICE.

## **EXTERNAL SITES**

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The Platform may contain links to third-party websites ("[External Sites](#)"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **INDEMNIFICATION**

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You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or any of your Transactions or your access to, use, or misuse of the Platform, the Content, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **COMPLIANCE WITH APPLICABLE LAWS**

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The Platform is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Platform, the Services, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **TERMINATION OF THE AGREEMENT**

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We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to the Platform and to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

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TablePop respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or user submissions deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any notification of claimed infringement, which may be given under that Act is as follows:  
privacy@thetablepop.com.

If you believe that your work has been copied on the Platform in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Platform where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## MISCELLANEOUS

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This Agreement is governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws provisions. You expressly agree: (i) to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of New Jersey; and (ii) that the Services shall be deemed passive do not give rise to personal jurisdiction over TablePop, either specific or general, in jurisdictions other than New Jersey. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Waiver and Release," "Intellectual Property," "Communications to Us; User Submissions; and Publicity," "No Warranties/Limitation of Liability," "Indemnification," "Termination of the Agreement," and "Miscellaneous."

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.