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"Content" means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. "Content" also includes Marks, Products and Services.

"Exclusive" offers are exclusive to Ur Venue and its affiliated companies

"Mark" means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.

"Member" means an individual who has registered with the Site. Members choose a Member ID and a password.

"Member ID" means the e-mail address you use (with your password) to login to our Site.

"Products and Services" means the means the venue management system owned and controlled by Venue Management Systems and marketed as Ur Venue, and other items available through the Site.

"Provider" means Ur Venue's licensors, suppliers, information providers, and service providers.

"Purchase" means to book, reserve, purchase, or license.

"Site" means this website and any respective subsites, together with the respective Content, Marks, Products and Services available from this Site and any subsites.

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The terms "Site", "Marks", "Content" and "Products and Services" do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from the Site. Their use is subject to the terms set forth by their respective owners or operations, on the third party's website.

2. Scope and Terms.

a. Site. These Terms govern your use of all Content, Products or Services available through the Site. You agree to be bound by these Terms, and to use the Site in strict compliance with all applicable laws, rulings and regulations, and in a manner that does not negatively reflect on the goodwill or reputation of Ur Venue and its Providers.

b. Additional Terms. Additional terms may apply when you Purchase Products or Services. These additional terms are found in the area of the Site where you will Purchase a Product or Service. You agree to abide by the terms and conditions imposed by any Provider, including payment of all amounts when due, and compliance with all rules and restrictions regarding the availability of products or services.

c. Age restriction. Minors (as defined under the laws of their jurisdiction or residence) are not eligible to register for, use or Purchase the Products or Services available on the Site.

d. Responsible party. You are responsible for maintaining the secrecy of your Member ID and password. This is essential to protect the confidentiality of your information. In addition, you will be financially accountable for all use of our Site by you and anyone using your password and login information.

3. Use of the Site.

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- * Reverse engineer any part of this Site; or
- * Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties

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- * Use any robot, spider, other automatic device, or manual process to monitor Content;
- * Use the Site other than to review, evaluate, and determine a business relationship which utilizes the Ur Venue software;
- * Imply in any fashion that Ur Venue is endorsing your products or services;
- * Place false or misleading information on the Site,
- * Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms.
- * Use or access the Site in any way that, in our reasonable judgment, adversely affects the performance or function of the Site, or any other computer systems or networks used by Ur Venue, other Site users or members;
- * Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
- * Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that impose an unreasonable load on our equipment; or
- * Disguise the origin of the information transmitted through the Site.

d. Member ID and Password. Access to certain areas of the Site is only available to registered members. To become a registered Member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that you have the right to supply us with such information.

e. Termination. Ur Venue, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Site, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the Site. Accessing the Site after such termination, suspension, or discontinuation shall constitute an act of trespass. Ur Venue shall not be responsible to you to such suspension or termination.

f. Changes. Any aspect of the Site may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on this Site. You agree that Ur Venue shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

We may also modify these Terms, as provided in Modifications

4. Privacy and Security. Your use of the Site is subject to our Privacy Policy. You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you.

Your acceptance of these Terms is also your consent to the information practices in our Privacy Policy.

5. Services and Content.

a. Availability. We will use our reasonable commercial efforts to keep our Site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

b. Content. The Content is intended for information purposes only. Although we exercise reasonable efforts to ensure their quality and accuracy, there might be errors, or the information provided may not be complete, current, or applicable to your particular situation. We assume no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, advice, or other content available through the Site or obtained from a linked site.

c. Viruses. We make reasonable attempts to exclude viruses from the Site, but cannot ensure that the Site will be at all times free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Site. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the Site.

6. Links to third party sites.

a. Outbound Links. For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site. We are not responsible for such third party websites. You should carefully review the terms and conditions of use of these sites, because these terms will apply to your visit to these other sites.

b. Inbound Links. We welcome links from a third party site to our Site, through a plain text link, provided that (a) you discontinue providing a link to our Site if so requested by Ur Venue; (b) you do not imply in any fashion that Ur Venue is endorsing any of your products or service or is affiliated with you, (c) you do not present Ur Venue in a false light, or provide misleading or false information about Ur Venue, or its Site or Services, (d) you do not remove or obscure the copyright notices, or other notices on this Site; (e) you do not use any Mark of Ur Venue; and (f) you do not replicate, frame or mirror the content of the Site.

We reserve the right to require you to remove links to the Site, in our sole discretion.

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11. **Indemnification.** You agree to defend and indemnify Ur Venue and any Provider, and each of their respective officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, in excess of the liability described above, in any action filed or commenced by any third party against Ur Venue as a result of (1) your breach of these Terms or the documents made part of these Terms by reference, (2) your violation of any law or the rights of a third party or (3) your use of our Site.

12. **Disputes.** The laws of the State of Nevada (USA), without regard to its conflict of law rules, will govern these Terms. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the state and federal courts located in Las Vegas, Nevada (USA). In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees.

13. **General.** Your acceptance of these Terms, and your use of the Site do not create a joint venture, partnership, employment, or agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent

permitted by applicable law and the other Terms will remain valid and enforceable. The headings in these Terms are for your convenience and reference; they do not limit or affect these Terms. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site.

14. Provisions of these Terms and Conditions.

- a. Prior Terms and Conditions. These Terms supersede any prior Ur Venue Terms and Conditions relating to the use of the Site that were displayed on this Site before the date stated above.
- b. Modifications. We may modify, revise or update these Terms and/or the Privacy Policy, at any time, by updating this posting. You should visit this page from time to time to review the then-current Terms, because they are binding on you. Your continued use of our site, following the posting of conspicuous notice of any modification, will be subject to the Terms in effect at the time of your use. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Site.
- c. Written documents. You may preserve these Terms in written form by printing them for your records, and you waive any other requirement that these Terms be evidenced by a written document.
- d. Electronic Notification. To the extent that we may need to contact you, you agree that we may do so via any electronic means, included but not limited to communication posted on the Site, electronic mail, or instant messaging.

15. Contact Information. If you have any questions or concerns about these Terms or if you need further assistance with respect to access to or use of the Site or the services offered by Ur Venue, you may contact our Customer Service department as indicated below. We will attempt to respond to your questions or concerns promptly after we receive them.

Email: customerservice@urvenue.com

Mailing Address: Venue Management Systems, Inc.

4240 East Pinecrest Circle

Las Vegas, NV 89121

Contract Reference Number: Not Signed Yet

Date: 2010-12-03

Time: 16:09 PST

IP: 24.234.101.243

Agent: Mozilla/5.0 (Macintosh; U; Intel Mac OS X 10.5; en-US; rv:1.9.2.12) Gecko/20101026 Firefox/3.6.12

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