



Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE BEFORE USING OUR MOBILE APPLICATIONS, WEBSITES, OR OTHER SERVICES (TOGETHER, THE “SERVICES”) AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US, AND THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE. Access to and use of the Services is provided by Viralocality Software, LLC, a California limited liability company, doing business as “FanBase” (referred to herein as “FanBase,” “we,” “us,” “our”).

By using the Services in any manner, you (the “subscriber” or “you”) agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Agreement applies to all subscribers of the Services, including without limitation subscribers who are vendors, customers, merchants, backers of content, information, and other materials or services available via the Services.

These Terms of Use include our policy for acceptable use of the Services and also incorporate, by this reference, our Privacy Policy (<https://www.FanBaseLive.com/privacypolicy>) which explains how we collect and use your and information and data. The Terms of Use and Privacy Policy collectively shall be referred to as the “Agreement” and govern your rights, obligations and restrictions regarding your use of the Services.

By using the Platform, you agree to be bound by this Agreement.

In order to participate in the Services or other services, you may be notified that you are required to agree to additional terms and conditions. Such additional terms and conditions are incorporated into this Agreement by this reference, but such additional terms and conditions shall only apply to the other services.

We may modify this Agreement from time to time. Any modification is effective upon posting. You will be deemed to have agreed to a modification by your use of the Services after a modification is posted. It is important that you review this Agreement regularly to make sure you are made aware of any changes. If you do not agree with a modification, please immediately discontinue use of the Services.

Your Account: Security, Suspension, and Termination.

In order to access certain features of the Services (for example, to stream one of our events), you will be required to register for an account (an “Account”). When creating or updating an

Account, you must provide us with certain personal information, such as your e-mail address, or in the case of purchases, your name, billing address, and credit card information. This information will be held and used in accordance with our Privacy Policy (<https://www.FanBase.com/privacypolicy>).

Your Account is solely for your personal use. You may never use another's Account without our permission or permit another to use your Account and you may not create more than one Account. You are prohibited from registering a new Account if you have had an Account terminated.

It is solely your responsibility to (i) keep your Account password confidential, and (ii) restrict access to your computer or mobile device for use of your Account. Keep your password secure. You are solely responsible for all activities that occur with your Account. You must notify us immediately of any breach of security or unauthorized use of any part of your Account.

We are not liable for any losses caused by any unauthorized use of your Account, whether the use was with or without your knowledge. You may be liable for losses to our contributors, third-party licensors, content providers, merchants, advertisers, sponsors, and service providers (collectively, "FanBase Providers") due to any unauthorized use.

We reserve the right, in our sole and absolute discretion, to restrict, suspend, or terminate your Account and/or your access to all or any part of our Services at any time, for any or no reason, with or without prior notice, and without liability, including where we no longer offer any aspect or portion of our Services. We expressly reserve the right to restrict, suspend and/or terminate your access to any part of the Services if we determine, in our sole and absolute discretion, that you have violated any of the terms of this Agreement.

Content of our Services.

Proprietary Rights

All content of our Services, including all of our streamed events and any other content ("Content"), and the software, graphics, text and look and feel of the Services, and all trademarks (including FanBaseLive®), copyrights, patents, and other intellectual property rights related thereto ("Proprietary Materials"), are owned or controlled by FanBase, our subsidiaries or affiliated companies, contributors, our third party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Services, in whole or in part, unless specifically stated otherwise and in writing by us.

Subject to your compliance with this Agreement and other policies related to the Services, we grant you a non-exclusive, non-transferable, revocable limited license, subject to the limitations herein, to access and use the Services and Proprietary Materials for your own non-commercial entertainment purposes consistent with the intended purpose of the Services. You agree not to use the Services for any other purpose.

Limitations

You may use your Account to access a maximum of one (1) stream of Content at any time across all of your Devices (as defined below). Simultaneous access to multiple streams of Content by a single Account holder is strictly prohibited. You may not either directly or through the use of any personal computer, browser, laptop, tablet, mobile phone or other device (each a “Device”) or other means, remove, alter, bypass, avoid, interfere with, or circumvent (i) any copyright, trademark, or other proprietary notices marked on the Services or Content, (ii) any digital rights management mechanism or other content protection or access control measure associated with the Platform or Content, or (iii) any advertisement on the Platform and/or within Content.

You may not either directly or through the use of any Device or other means copy, download, stream, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit any Content or other Proprietary Materials unless by the prior express written permission of FanBase. You may not incorporate Content into, or stream or retransmit the Content via, any hardware or software application or make any Content available via frames or in-line links, and you may not otherwise surround or obfuscate the Content with any third party content, materials, or branding. You may not use any software robot, spider, crawler, or other data gathering or extraction tool, whether automated or manual, to access, acquire, copy, monitor, scrape or aggregate Content or any portion of the Services. You may not build a business on, in whole or in part, resell, redistribute or recirculate or make any other commercial use of, or create derivative works or materials utilizing, any portion of the Services or Proprietary Materials, whether or not for profit.

To the extent that we make Content available to you via a widget, embedded player or other technology that allows you to embed or stream Content on or to another site, you may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of such technology, any digital rights management mechanism, or other content protection or access control measure associated with Content, or any advertisement delivered with Content.

You are prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to allow users to view Content without: (i) displaying visibly both Content and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks); and (ii) having full access to all functionality permitting viewing of Content, including, without limitation, all video quality and display functionality and all interactive, elective or click-through advertising functionality.

The ability to access the Services – including to upload Content and receive messages from the Services (collectively, “Wireless Features”) - may be prohibited or restricted by your carrier and certain Wireless Features may be incompatible with your carrier or wireless Device. In addition, your carrier may charge you for standard messaging, data, and other fees to participate in Wireless Features. We have no responsibility or liability for any fees or charges you incur when

using Wireless Features. You should also contact your carrier with any questions regarding your wireless service.

Purchases, Payments, and Refunds.

The Services allow you to purchase and/or rent Content. Anything made available for purchase or rent will be on specified pages of the Services. The price will be the price specified at the time of your purchase. Prices exclude all telecommunication charges and any applicable taxes or fees by any governmental entity, for which you are solely responsible.

We assume no liability for purchaser error, Content purchased for the wrong device or platform, power outages, poor internet connection, power blackouts, bad weather, natural disasters, or interruptions in phone service for any reason (“Purchaser Failures”), however, your purchased Content will be available for you to stream following the live airing of the Content. You accept full responsibility for confirming that your Device is compatible with and suitable for the Content purchased, streamed, rented or otherwise obtained by you through the Services. Please read any applicable technical requirements carefully before making any purchase. Any request for refund must be provided to us, in writing, within 7 days following the scheduled event date. No refund is guaranteed and if a refund is given, it shall be in our sole and absolute discretion.

Content Providers are provided a 24 hour window from the scheduled airing of their Content to provide their Content. In the event a Content Provider’s Content is unavailable and is not rescheduled during this 24 hour window, users will be automatically refunded for the specific event purchased within a reasonable time following Content unavailability.

Cancellations completed prior to 10 minutes before Content’s scheduled air time will be automatically refunded to users within a reasonable time period via PayPal. Following the ten minute period prior to airing, users cannot cancel their Content purchase and must go to our “Request a Refund” tab on their Settings screen of the App, or email Customer Support at fanbasemgmt@gmail.com.

If we receive any chargeback demands from your credit card provider with respect to a download or rental that does not qualify as a refundable charge (including a chargeback occurring over 7 days after the scheduled event date), we reserve the right to terminate your Account and disable any further access to the applicable download or rental.

Payment Services.

By using the Services, you acknowledge and agree to comply with PayPal’s Acceptable Use Policies. In all cases, standard credit card or other third party processing fees apply. We are not responsible for the performance of any third party credit card processing or third party payment services.

User Eligibility.

Our services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. We may, in our sole and absolute discretion, refuse to offer access to or use of the Services to any person or entity and change any eligibility criteria at any time, without notice. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions.

Individuals under the age of 18 must at all times use our services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In all cases, the adult is the subscriber and is responsible for any and all activities. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. If you are under 13, please do not attempt to register for the Service or send any information about yourself to us, including your name, address, telephone number, or email address. If we learn that we have collected personal information from anyone under age 13 without verification of parental consent, we will promptly delete the information. If you believe that we might have any information from or about anyone under 13, please contact us at support@fanbase.com.

User Conduct.

You agree to use the Services for lawful purposes only. Without limiting anything else above, specific prohibited activities include, but are not limited to:

1. encouraging or participating in any criminal or tortious activity, which shall include, but not be limited to fraud, tracking in obscene or illegal material, drug dealing or using, underage drinking, gambling, violence, harassment, stalking, spamming, spimming, sending of viruses or other harmful files,
2. encouraging or partaking in dangerous activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
3. posting, uploading or sharing content that violates any of the prohibitions herein or that constitutes copyright infringement, patent infringement, or theft of trade secrets;
4. attempting to circumvent, disable or otherwise interfere with security-related features of the Services, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein;
5. using any software that intercepts, mines, or otherwise collects information about other users or copies and stores any Proprietary Materials (as defined below);
6. interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services;
7. attempting to impersonate another user or person;

8. collecting, harvesting, soliciting or posting passwords or personally identifiable information from other users;
9. using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your Account; or
10. using the Platform in a commercial manner.

You represent and warrant that your actions on the Services will not violate any of the prohibited conduct described above. Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your Account and your access to the Platform.

Copyright.

If you believe that any Content or other materials posted on the Services constitute an infringement of your copyrights, we will respond promptly to any properly submitted notice containing the information detailed below. Pursuant to Title 17, United States Code, Section 512(c)(2), written notifications of claimed copyright infringement should be sent to our Designated Agent at the following contact information: copyright@FanBase.com.

To be effective, the notification must be a written communication that includes the following information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Links.

Our Services may contain links or otherwise direct you to websites operated by third parties. We do not monitor or control the linked sites and make no representations regarding, and are not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third party site does not constitute or imply our endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the third party site.

We reserve the right, in our sole and absolute discretion, to disable links from or to third party sites.

Third-Party Merchants and Providers.

The Services may enable you to order and receive products, information and services from businesses that are not owned or operated by us. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. We do not endorse, warrant, or guarantee such products, information, or services, and are not liable for the accuracy, completeness, or usefulness of such information or the quality or availability of such products or services. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are solely your responsibility and are not part of the fee, if any, charged for the Services.

In addition, the Services may prompt you to establish an account with a third party service provider not owned or operated by us. Your agreement and understanding with any such third party service provider is solely between you and such service provider. We will not be a party to or in any way be responsible for your agreement with such third-party service provider. Any disputes you may encounter with such third party service provider shall be settled solely between you and the service provider.

DISCLAIMERS AND LIMITATION OF LIABILITY

THE PLATFORM AND ALL PRODUCTS AND SERVICES OFFERED HEREON ARE PROVIDED BY US AND OUR WEBHOST ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE

DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY FANBASE PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT USE OF THE SERVICES WILL BE 100% SECURE, UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, OR SERVICE, PROVIDED THROUGH THE PLATFORM; OR (IV) THAT THE SERVERS, OR EMAILS SENT FROM OR ON OUR BEHALF, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR THE ACTIONS OF OUR USERS.

NEITHER WE NOR ANY OF OUR FANBASE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SERVICES OR THE PURCHASE OF ANY PRODUCT THEREFROM, EVEN IF WE OR SUCH FANBASE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE ONE HUNDRED AND EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM AND IF YOU HAVE NOT PAID ANY AMOUNTS DURING THAT TIME PERIOD, YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY SHALL BE TO CEASE USING THE SERVICES AND TERMINATE YOUR ACCOUNT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MAY HAVE ADDITIONAL RIGHTS.

Legality.

You are subject to all laws of the state(s) and countries in which you reside and from which you access the Services and are solely responsible for obeying those laws. You agree we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Services, nor shall any person affiliated, or claiming affiliation with the Services have authority to make any such representations or warranties.

Applicable Law and Jurisdiction.

The Platform are created and controlled by us in the State of California. As such, the laws of the State of California will govern this Agreement, without giving effect to any provisions of California law that direct the choice of another state's laws.

Subject to the Binding Arbitration section below, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California, County of Orange, for any litigation arising out of or relating to use of or purchase made through the Services (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the California Courts and agree not to plead or claim in any California Court that such litigation brought therein has been brought in an inconvenient forum.

Binding Arbitration.

Any controversy or claim arising out of or relating to this Agreement or any related agreement, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of their provisions, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall occur in Orange County, California, and be initiated by any party in accordance with the JAMS Rules. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, the merits of any action that involves such provisional remedies or injunctive relief, including, without limitation, the terms of any permanent injunction, shall be determined by arbitration under this paragraph. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

You and FanBase each agree to resolve disputes through binding arbitration with no class relief in any court. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. You and FanBase agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class

member in any purported class or representative proceeding. Further, unless both you and FanBase agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Any dispute, claim or controversy arising out of or relating to the Services or your use of the Services must be filed within one year of the relevant events. You waive – that is, give up your right to pursue – any dispute, claim or controversy that is not filed within one year and any right you may have had to pursue that dispute, claim or controversy in any form is permanently barred.

If the waiver of the right to participate in a class action set forth herein is found to be illegal or unenforceable for any reason whether by judicial, legislative, or other action, then the entirety of the agreement to arbitrate contained herein is null and void. In such instance, you and FanBase agree to waive your right to a jury trial. You and FanBase further agree that any dispute, claim or controversy arising out of or relating to the Services or your use of the Services, shall be brought in the appropriate state or federal court located in Orange County, California; and that we both irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Orange County, California.

Indemnity.

You agree to indemnify and hold FanBase, the FanBase Providers, our subsidiaries, and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement and/or any of your representations and warranties set forth herein [(including those set forth in the Content Submission Policy)].

Severability.

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Electronic Communications.

When you use the Services or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices through the Platform. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing.

Other.

This Agreement is deemed accepted upon any use of any of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Support.

Subject to the other provisions of this Agreement, we will attempt to help you with any queries or problems that you may have with the Services or any of your purchases through the Services where such purchases are made from us. To reach our customer support team, please e-mail us at support@FanBase.com. It will expedite your request for assistance by providing our representatives with all the information they need to solve your problem as quickly as possible.

Third Party Marketplaces.

This Agreement is between you and FanBase only, not with Apple, Facebook, Instagram, Google or any other third party through which you may have accessed the Platform (“Marketplaces”). The Marketplaces are not responsible for the Services. The Marketplaces have no obligation whatsoever to furnish any maintenance and support services with respect to the Services. To the maximum extent permitted by applicable law, the Marketplaces have no other warranty obligation whatsoever with respect to the Services. The Marketplaces are not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation or (iv) claims that the Services or any content thereon infringes upon a third party’s intellectual property rights.

Modification.

We reserve the right to make changes to the Services, posted policies and this Agreement at any time without notice other than the reposting of the modified Agreement. Please check back with our Terms of Use often.

Please contact us at support@FanBase.com with any questions regarding this Agreement.