

The Terms and Conditions below are effective for all users
Last Updated on March 1, 2018

Evtly, LLC

User Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.evtly.com website and the Evtly mobile application (together, or individually, the "Service") operated by Evtly, LLC, a limited liability company formed under the laws of the state of New York, also known as Evtly ("company", "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access the Service.

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Fees and Payment

We charge a flat fee for every booking, as detailed in website and mobile application. We reserve the right to change our fees at any time without notice prior to each booking confirmation. All fees paid are nonrefundable. Bookings, including any deposits, are also paid through our platform. We use a third-party payment processor. Your use of this service and payment through the third party constitute your understanding and agreement that we are not responsible for any issues, problems, or losses experienced due to use of their platform. Additionally, you understand and acknowledge that transactions through third-party sites are governed by such sites' terms and conditions. Artists can expect to be paid within three (3) business days. Artists are responsible for all applicable taxes, including but not limited to completion of Form 1099-MISC and no tax documents will be provided by Evtly. Offline or cash payments are a violation of our Terms of Service and can result in removal from Evtly. You'll see which payment methods are available to you on the checkout page, before you submit a booking request. Please see our Cancellation Policy below, which outlines cancellations, no-shows, and refunds, where applicable.

Cancellation

Booking your event on Evtly makes forming agreements and making or receiving payment easy. Once the event is booked, we collect the total booking price and can facilitate deposits, if required. Remaining balances are generally paid the next business day after your event, but always within three (3) business days. Evtly's fee is a non-refundable, transaction fee per booking for matching service and use of our platform.

If you need to cancel, please review our cancellation policies. We expect our users to honor agreements made through our platform. However, in the event that you must cancel your booking, please follow the procedure outlined below. We are not responsible for inclement weather, being shut down by authorities, or any other natural or man-made impediment to your event and, as such, are not able to refund in such circumstances.

Artists

1. Message the client

If you are unable to honor an agreement, always let your host know immediately by sending a message through the thread attached to the booking. This creates a record of your cancellation notice. We recommend that you call the client as well, just to ensure they got your message and know that you are canceling.

2. Contact Evtly

Notify us immediately that you are unable to complete your booking so that we can begin the various procedures for canceling it. This will include talking with the event planner, issuing a refund, and possibly assisting them with finding a replacement.

3. Return your deposit, if any

If we have already sent your deposit payment to you, you must return the full amount to us as quickly as possible, so that we can issue a refund to your client.

Failure to return a deposit could result in your profile being removed from Evtly's platform.

If you repeatedly cancel bookings, we reserve the right to remove your profile from Evtly indefinitely. We want to ensure a positive booking experience for all our users, so we cannot have members on our site that cannot be trusted to honor their agreements.

4. No show policy

Canceling the day of the event, or not going to the event at all, is considered a "no show" and should be avoided at all costs. When you do this, it not only reflects negatively on yourself and on Evtly, but it also ruins someone's event. We take this very seriously and not only will you be required to return your full deposit, but if you have already received the balance payment you'll need to return that and we may require you to reimburse us

for the service fee that was taken from each payout. If you do not return payments for a no show you will be locked out of your account and your profile will be removed from Evtly.

Hosts

If the event itself is canceled, or the client no longer wishes to use your services, client must communicate the cancellation directly to the artist and notify support@evntly.com. They will cancel the booking through their account and, if cancelled at least 48 hours in advance of the scheduled event, we'll automatically issue a refund, minus service fees.

However, we know that sometimes things happen that are beyond your control. Everything from medical emergencies to simple misunderstandings can result in unfortunate cancellations. We try to be as understanding as possible of each person's situation, and in some cases, certain exceptions may be made. These exceptions are solely at Evtly's discretion.

Hosts should contact Evtly within 24 hours to receive a refund if an artist does not show up to their event as contracted for.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

The Company has the right but not the obligation to monitor and edit all Content provided by users and reserves the right to suspend and/or terminate the account of anyone found to have violated the Terms.

In addition, Content found on or through this Service are the property of Evtly or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Conduct

At all times when using or accessing this Site, you agree that:

- a. You are solely responsible for the content or information you publish or display (hereinafter, "post") on the Site or transmit to other members.
- b. You will not post on the Site, or transmit to other members or Evtly employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Please contact us in writing if you believe any material contained in the Site does not comply with the foregoing.
- c. You will use the Site in a manner consistent with any and all applicable laws and regulations.
- d. You will not include in your profile any offensive or sexually suggestive references or post any photographs or other images containing nudity. Evtly reserves the right, but has no obligation, to remove without warning or refund any profile or photograph or image that does not comply with these prohibitions.
- e. You will maintain current contact information on your profile, including at least one main image. We reserve the right to add any image or edit any information at any time.
- f. You will not falsify your identity or misrepresent yourself in any way on the Site.
- g. You will not "stalk" or otherwise harass any person in any way.
- h. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the Site.
- i. You will not transmit any chain letters, spam or junk email to other members or to us.
- j. You will not express or imply that any statements you make are endorsed by us, without our specific prior written consent.
- k. You will not harvest or collect personal information about other members whether or not for commercial purposes, without our written consent.
- l. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", "scrape" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.

- m. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
- n. You will not interfere with or disrupt our services or the Site, or the servers or networks connected to our services or the Site.
- o. You will not post html code except where instructed in any area of your profile on this Site.
- p. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment.
- q. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.
- r. You will not “frame” or “mirror” any part of the Site, without our prior written authorization. You also shall not use meta tags or code or other devices containing any reference to our services or the Site in order to direct any person to any other website for any purpose.
- s. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or any software used on or for the Site or cause others to do so.
- t. You are solely responsible for your interactions with other members. Evtly reserves the right, but has no obligation, to monitor disputes between you and other members.
- u. Members are required to keep all bookings and their associated communications on the Evtly platform. We reserve the right to terminate any member account that attempts to complete a booking outside of Evtly, when that booking has originated from an Evtly inquiry. Discouraging, suggesting, and/or preventing clients from booking you and discouraging clients from hiring other Evtly artists is not permitted.
- v. You will not use and discouraging clients from hiring other Evtly on behalf of any third party. You will not re-sell or re-offer any lead you receive through and discouraging clients from hiring other Evtly to another performer, vendor or service provider, nor will you re-offer or post to any website any lead you receive through your relationship with this website.
- w. Evtly has the right to temporarily suspend or permanently terminate the account of any member who posts contact information on the site in audio/video samples or messages to prospective clients. This contact information includes website URL links and addresses, email links and addresses, and telephone numbers.
- x. You will respond fully, truthfully, and within three (3) business days to any request for information or other inquiry from us related to your or another member’s compliance with these Terms.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times.

Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Evtly, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Evtly, LLC.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Evtly, LLC. The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Evtly, LLC shall 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 such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Evtly, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall Evtly, LLC nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Evtly, LLC, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

By using this Service, you agree that use does not guarantee employment and does not create an employment agreement nor an agent agreement with Evtly nor any other user of the Service.

Additionally, Evtly, LLC specifically disclaims all liability arising from the Host/Artist match and/or relationship. As a user of the service, you, whether artist or host, including but not limited to True Fans, other individual hosts, and businesses, specifically acknowledge and agree that the Company is not responsible for the following:

- 1) User satisfaction with choice of artist;
- 2) Miscommunication between artist and host/user;

- 3) Artist availability;
- 4) Artist performance;
- 5) Quality of host;
- 6) Failure to adhere to local laws, ordinances, and polices such as noise, parking, etc.
- 7) Poor stage setup;
- 8) Guest/Customer complaints; and
- 9) Any agreements between artist and host, other than payments payable through us. (would it be better to remove the “outside of company’s platform? It occurred to me that this might imply I’m liable for agreements on the platform)

Digital Millenium Copyright Act Infringement Notices and Counter-Notices

A. Infringement Notices

If you believe there is content on the Evtly website or mobile application that violates copyright law, let us know. Specifically, send us an email or letter that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 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.
- 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 the service provider to locate the material.
- Information reasonably sufficient to permit the service provider 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.
- 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.
- 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.

The notice should be sent to Evtly, LLC at support@evntly.com

The Company reserves the right to review the allegedly infringing material and independently determine whether it is infringing.

We may display a copy of your DMCA notice in place of the removed content.

B. Counter-Notices

If you believe material you posted to the Company's site was not infringing, you can submit a counter-notice.

A counter-notification must include the following:

- Identification of the specific URLs of material that the Company has removed or to which it has disabled access.
- Your full name, address, telephone number, and email address.
- The statement: "I consent to the jurisdiction of the Federal District Court for the district in which my address is located, or if my address is outside of the United States, the judicial district in which the Company is located, and will accept service of process from the claimant."
- The statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

A scanned physical signature or a valid electronic signature is fine.

The notice should be sent to Evntly at support@evntly.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. If you are concerned about protecting your anonymity, please consult with an attorney about other options.

Please also be advised that in appropriate circumstances we terminate repeat infringers.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions. Any and all law suits brought against the Company shall be filed in the federal or state court of competent jurisdiction in New York County, New York.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and

supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at support@evntly.com