

PLANT NITE LLC TERMS OF USE FOR PUBLIC EVENTS

Thank you for signing up for your public Plant Nite LLC (“Plant Nite”) event (the “Event”)! These Terms of Use (the “Terms”) govern your use of the Plant Nite Service, as well as the use of the Plant Nite Service, including all features of Plant Nite’s website (the “Website”), user experience, all content associated therewith, and the Event (collectively the “Plant Nite Service” or “Service”). By using, visiting, or browsing the Plant Nite Service, you accept and agree to be bound by these terms. If you do not agree to these Terms, you should not use the Plant Nite Service, including the Website.

These Terms are also a resource for you to get a deeper understanding of how the Plant Nite Service works, including the kinds of data collected, how bills are processed, how Plant Nite interacts with you and other useful details about the Plant Nite Service. Plant Nite hopes you enjoy your Plant Nite experience.

I. DEFINITIONS

A. The term “Event” means the Event you have chosen to attend.

B. Payment Method – The term “Payment Method” means the method of your payment for the Event that you indicated during your registration for the Event.

C. All references herein to “you” or “your” shall mean and refer to the person who purchases a Ticket(s) for the Event, and includes any persons that attend the Event utilizing Tickets purchased by you.

D. The term “venue” shall mean the location where the Event will take place.

E. The term “Website” shall mean the website hosted by Plant Nite: www.plantnite.com (and all pages contained therein).

F. The term “Ticket” or “Tickets” shall mean a revocable license sold to you and for which you have paid.

G. Work(s) of Art: The term “Work of Art” or “Works of Art” shall include any planting, drawing, sketch, or other depiction or representation uploaded to the Website or otherwise exhibited, in any manner, in the Plant Nite Library.

II. HOW THE PLANT NITE SERVICE WORKS

Plant Nite is an entertainment service that will provide you with an evening of planting instruction at the venue.

Plant Nite reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how Plant Nite operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the Service will always work, as Plant Nite is

constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

Availability. The availability of Plant Nite events at particular venues will change from time to time and could potentially change on the day of the Event. The availability of a specific artist/instructor at the Event may change at Plant Nite's sole discretion. While Plant Nite will endeavor to make the artist/instructor you have signed up for available for the Event, the artist/instructor may change at Plant Nite's sole discretion without notice to you.

Materials Provided. Plant Nite will provide all plants, canvasses, brushes, easels, and aprons ("Equipment") for the Event. While Plant Nite maintains quality control over the materials it uses, the quality of the plant, canvasses, brushes, easels, aprons and artist may vary from event to event, and venue to venue, and may be affected by a variety of factors.

End result. Plant Nite makes no representations or warranties about the quality of your planting or individual experience. Every planting will be unique, and the expectation that your planting will be a facsimile of the planting depicted on the Website is patently absurd.

Start Time. Plant Nite will make every effort to begin the instruction at the designated start time and complete the instruction in under two hours. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and Plant Nite makes no representation as to the exact amount of instruction time at the Event.

Capacity Limitations: You may not be able to attend the Event due to capacity limitations of the venue where the Event takes place. Plant Nite recommends that you purchase your tickets in advance and arrive at the venue at least 30 minutes prior to the start of the Event.

Plant Nite Plantings. Plant Nite may change which planting will be planted at the Event and may make such change without notice to you.

III. UNAUTHORIZED USE

Plant Nite plantings are developed by, and for, Plant Nite. With the exception of your planting at the Event, you may not copy or reproduce Plant Nite plantings or any portion thereof, and you may not sell, lease or distribute any reproduction of any Plant Nite planting, including the planting that you plant at your Event. Any unauthorized use of Plant Nite plantings are strictly prohibited.

IV. PRIVACY POLICY AND COMMUNICATION WITH YOU

Any personally identifying information submitted through the Plant Nite Service

is subject to Plant Nite's Privacy Policy, the terms of which are incorporated herein by reference.

By using the Plant Nite Service, you are expressly and/or impliedly consenting to receive communications, electronic or otherwise, from Plant Nite. For example, Plant Nite may send you newsletters about new Plant Nite features, special offers, promotional announcements and customer surveys via email or other methods. For Plant Nite's Canadian customers, your express and/or implied consent begins from the moment you utilize the Plant Nite Service, and lasts until you (a) inform Plant Nite that you no longer wish to receive such communications or (b) two years, whichever period is shorter. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply email support@plantnite.com and ask to be removed from such future correspondence. You may also contact Plant Nite by regular mail at 230 Somerville Ave., Somerville, MA 02143 USA.

In addition, by utilizing the Plant Nite Service you expressly and/or impliedly consent to receiving electronic communications from Plant Nite relative to your purchase, including notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information), and information concerning or related to the Plant Nite Service. These communications are part of your relationship with Plant Nite and you receive them as part of the Plant Nite Service. You agree that any notice, agreements, disclosure or other communications that Plant Nite sends to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

V. PROMOTIONS

Plant Nite promotions may not be combined with any other offers.

You may cancel your evening with Plant Nite at anytime. However, there are no refunds or credits for unused promotional tickets.

Plant Nite may offer a number of special promotional tickets with different limitations. Some of these promotional tickets are offered by third parties in conjunction with the provision of their own products and services. Plant Nite is not responsible for the products and services provided by such third parties. Plant Nite reserves the right to modify, terminate or otherwise amend Plant Nite offered promotional tickets.

VI. BILLING

By purchasing a Plant Nite Ticket to your Event, you are expressly agreeing that Plant Nite is authorized to charge you a ticket fee at the then current rate, and any other charges you may incur in connection with your use of the Plant Nite Service to the Payment Method you provided during registration. Please note that prices and charges are subject to change with notice.

As used in these Terms, “billing” shall indicate either a charge or debit, as applicable, against your Payment Method. The Ticket fee will be billed on the day you purchase the Ticket and not on the day of the Event.

You acknowledge that the amount billed for each event may vary from event to event for reasons that may include differing amounts due to promotional offers, and you authorize Plant Nite to charge your Payment Method for such varying amounts.

Ticket fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR UNUSED OR PARTIALLY USED EVENTS. At any time, and for any reason, Plant Nite may provide a refund, discount, or other consideration (“credits”) to some or all of Plant Nite’s customers. The amount and form of such credits, and the decision to provide them, are at Plant Nite’s sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate Plant Nite to provide credits in the future, under any circumstance. Plant Nite may change the fees and charges in effect, or add new fees and charges from time to time, but Plant Nite will give you advance notice of these changes by email.

Plant Nite will bill the ticket fee to the Payment Method you provide to Plant Nite during registration.

VII. RIGHT TO TERMINATE

Plant Nite reserves the right to terminate or restrict your use of the Service, without notice, for any or no reason whatsoever.

Plant Nite does not warrant that any of the events or materials used in connection with the Service, nor does Plant Nite warrant the operation of the Service.

VIII. SOCIAL MEDIA

You can connect Plant Nite to your Facebook or other social media accounts (“Social Media Accounts”). If you choose to connect your account with any Social Media Accounts, you will be able to take advantage of various social features Plant Nite may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Plant Nite) that you are a Plant Nite customer as well as what you have planted, eaten or had to drink, with whom you attended an event, and other information about your use

of the Plant Nite service. You will also be able to see similar information about your Facebook friends who are connected with Plant Nite. In addition, Plant Nite may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook which will impact this feature and may give you some control over the information that is shared and with whom it is shared.

BY CONNECTING THE PLANT NITE ACCOUNT TO ANY SOCIAL MEDIA ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE RELEVANT SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNT). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR PLANT NITE ACTIVITY, TO BE SHARED IN THIS MANNER, PLEASE CONTACT PLANT NITE AT INFO@PLANTNITE.COM TO HAVE YOUR INFORMATION REMOVED. Plant Nite and social media companies are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms.

IX. CUSTOMER REVIEWS

Plant Nite encourages you to post reviews of Plant Nite events through the Service. Plant Nite reserves the right to promote, reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on Plant Nite or its personnel, misleading information regarding the origin of the content; or a discussion of Plant Nite policies or services. You understand and agree that Plant Nite may, but is not obligated to, review the content and may delete or remove it (without notice) in Plant Nite's sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, PLANT NITE WILL DISPLAY YOUR RATING OF EVENTS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF AN EVENT, TO A PUBLIC FORUM, INCLUDING OTHER CUSTOMERS OF, AND VISITORS TO, THE PLANT NITE SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE REVIEW AN EVENT FEATURE.

The Review an Event feature may change without notice to you and the degrees

of associated information sharing and functionality may also change without notice.

X. AGE RESTRICTION

The Plant Nite Service shall not be used by children. The Plant Nite Service is only for adults who are of the legal drinking age (or older) in the venue where your Event is being held. Plant Nite is not responsible in any manner if persons under the legal drinking age where the Event is being held attend the Event. In the event Plant Nite or its licensee discovers that an Event attendee is under the legal drinking age in the venue where your Event is held, Plant Nite or its licensee will refuse to offer instruction to any under age individual, regardless of whether that individual has a Ticket to the Event. Plant Nite has the right to request that you present a valid form of identification demonstrating your age, in which circumstance you agree that you will comply with such request.

XI. VENUE

At the Event, you may encounter third-party services ("TPS"), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and Plant Nite is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage charges.

SUCH TPS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY PLANT NITE. Some of these TPS may even use Plant Nite trademarks in connection with your Event. Plant Nite is not responsible for and does not endorse the content of such TPS. You will need to make your own independent judgment regarding your interaction with these TPS. By using such TPS, you acknowledge and agree to the following: (i) your use of any TPS may cause personally identifying information, such as a photo, to be publicly disclosed and/or associated with you, even if Plant Nite has not provided such information, and (ii) your use of any TPS IS AT YOUR OWN OPTION AND RISK. You agree to indemnify and hold Plant Nite harmless for the sharing of information or the receipt of TPS relating to your Event that results from your use of any TPS. You further agree to indemnify and hold Plant Nite harmless from all claims involving or relating to the provision of TPS. If you have any questions, concerns, complaints, or claims about a particular TPS, you should contact the support or contact personnel of the particular TPS provider and not Plant Nite, unless otherwise indicated by Plant Nite. PLANT NITE DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF TPS. You agree to defend and indemnify Plant Nite for any and all claims made as the result of the provision of TPS at your Event.

XII. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE PLANT NITE SERVICE, PLANT NITE'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE PLANT NITE SERVICE, AND YOUR EVENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PLANT NITE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PLANT NITE SERVICE, PLANT NITE'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE PLANT NITE SERVICE, AND YOUR EVENT. PLANT NITE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE PLANT NITE SERVICE, PLANT NITE'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE PLANT NITE SERVICE, AND YOUR EVENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT PLANT NITE MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE PLANT NITE SERVICE AND YOUR EVENT, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. PLANT NITE SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF TPS, PLANT NITE PLANTINGS, AND EQUIPMENT. Without limiting the foregoing, Plant Nite assumes no liability or responsibility for any of the following(except in the case of gross negligence or willful misconduct on the part of Plant Nite): (i) errors or omissions in the content delivered by the Plant Nite Service or on the Plant Nite Website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Plant Nite Service and/or Website or user interfaces; (iv) delivery and or display of any content contained on the Plant Nite Website, or otherwise through the Plant Nite Service; and (v) any losses or damages arising as a result of or related to your Event, the provision of TPS at your Event, the consequences of the provision of TPS at your Event, or otherwise through the Plant Nite Service itself, including any losses or damages arising from the Plant Nite Service, Website, Equipment, your Event, or TPS. PLANT NITE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF SATISFACTORY QUALITY OF YOUR PLANTING. In addition, Plant Nite does not represent or warrant that the information accessible via the Website is accurate, complete or current. Plant Nite does not make any representations with respect to the content contained on events from the Plant Nite Service or the descriptions of any event content contained on Plant Nite's Website and user interfaces. Plant Nite does not represent or guarantee that your use of the Plant Nite Service will be free from interruption, and Plant Nite disclaims any liability with respect thereto. No oral or written information or advice given by Plant Nite or Plant Nite's authorized representative shall create a warranty or otherwise constitute a representation binding upon Plant Nite.

IN NO EVENT SHALL PLANT NITE, OR ANY OF ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, LICENSEES, EVENT INSTRUCTORS, EVENT ASSISTANTS, AND SUCCESSORS OR ASSIGNS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL,

INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PLANT NITE SERVICE, THE WEBSITE, TPS, YOUR EVENT, AND ALL CONTENT ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE PLANT NITE SERVICE, AND FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO CIRCUMSTANCE SHALL PLANT NITE'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES OR LOSSES ARISING FROM THE PLANT NITE SERVICE, PLANT NITE'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE PLANT NITE SERVICE, AND YOUR EVENT EXCEED THE MAXIMUM OF THE TICKET PRICE FOR THE EVENT.

XIII. INTELLECTUAL PROPERTY

You agree that Plant Nite is and shall remain the sole owner of all rights, title, and interest in and to any and all Works of Art, and that you shall only have the limited right to utilize a Work of Art for your Event and/or the promotion of an Event, and for no other purpose. At the conclusion of your Event, you may take your own planting with you. You further agree that you will not reproduce, copy, or otherwise distribute for profit the image you planted (or any reproduction thereof).

You acknowledge that you do not have, acquire or retain any rights to any such Works of Art after the end of your Event (or after repeat Events utilizing the same Work of Art).

You acknowledge that any photographs taken at your Event by Plant Nite, any instructor, assistant, or Plant Nite's licensee ("Licensee") or the agent or employee of a Licensee, which photographs depict in any manner the artwork, the set-up of your Event, the participants or instructors or staff at your Event, you, or the equipment, materials, supplies or marketing materials related to Plant Nite in any way shall become the property of Plant Nite, and may not be reproduced or utilized except as authorized by Plant Nite, and that Plant Nite is free to use all such materials at Plant Nite's sole and absolute discretion.

XIV. ENTERTAINMENT AND SERVICE CONTENT

Plant Nite provides entertainment and reserves the right to display and promote the filmed or photographed entertainment or other information through the Service, including the Website and user interfaces, such as Facebook, to you and others in any manner Plant Nite chooses in its sole and absolute discretion. In addition, the Service allows you and other third parties to post reviews or comments concerning the entertainment distributed by Plant Nite on Social Media Accounts. Any opinions, advice, statements, services, offers, or other

information that constitutes part of the content expressed or made available by third parties through the Service are those of the respective authors or producers and not of Plant Nite, or its members, directors, officers, employees, attorneys, affiliates, successors, or assigns. Under no circumstances shall Plant Nite, or its members, directors, officers, employees, attorneys, affiliates, successors, or assigns be held liable for any loss or damage caused by your reliance on information obtained through the Service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Service.

XV. USE OF INFORMATION SUBMITTED

Plant Nite is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to Plant Nite ("Feedback"), including responses to questionnaires or through postings to the Plant Nite Service, including the Website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Plant Nite Service. Plant Nite may also share your information with third parties for purposes of Plant Nite's business. Furthermore, by posting any Feedback on the Website, submitting Feedback to Plant Nite, or in responding to questionnaires, you grant Plant Nite a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media of any kind now existing or developed in the future.

Please note Plant Nite does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content in any media to materials or ideas transmitted to Plant Nite. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Plant Nite, its members, directors, officers, employees, attorneys, affiliates, successors, or assigns regarding the use of such materials and ideas, even if materials or ideas are used that are substantially similar or identical to the material or idea you sent.

XVI. SERVICE TESTING

From time to time, Plant Nite tests various aspects of the Service, including the Website, user experience, service levels, plans, promotions, features, availability of venues, delivery, and pricing, and Plant Nite reserves the right to include you in or exclude you from these tests without notice.

XVII. CUSTOMER SERVICE

If you need assistance, you may find answers and reach Customer Service at any time at info@plantnite.com. Also you can visit Plant Nite's Support page at www.plantnite.com where you will find the answers to many frequently asked questions.

XVIII. YOUR CONDUCT WHEN ACCESSING THE PLANT NITE SERVICE

By accessing the Plant Nite Service, including the Website, you agree to use the Plant Nite Service, including all features and functionalities associated therewith, the Website and user experience and all content associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You also agree not to interfere with the instructors, customers or anyone connected to any portion of the Plant Nite Service, or to violate any of the procedures, policies or regulations of establishments or venues connected to the Plant Nite Service. You also agree not to impersonate any other person while using the Plant Nite Service, conduct yourself in a vulgar or offensive manner while using the Plant Nite Service, or use the Plant Nite Service for any unlawful purpose.

XIX. LINKS AND PAGES

Some of the hyperlinks on the Website may lead to other websites or other content that are not controlled by, or affiliated with, Plant Nite. In addition, other websites may link to the Plant Nite website or Plant Nite may include links to the websites of businesses, including those that have associations with Plant Nite through certain programs. These pages may provide links to third party. Plant Nite has not reviewed these websites and you agree that Plant Nite is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites. You acknowledge and agree that Plant Nite is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites. These linked websites have separate and independent privacy statements, notices and terms of use, which Plant Nite recommends you read carefully.

XX. PROMOTIONS WITH COUPON CODES

Promotional codes may be redeemed on the Website. Promotional codes can only be used once and cannot be redeemed for cash, resold or combined with any other offers. A valid Payment Method will be required when you redeem the promotion code. Plant Nite will bill your Payment Method automatically.

XXI. ARBITRATION AGREEMENT

You and Plant Nite agree that any dispute, claim, action, or controversy arising out of or relating in any way to the Plant Nite Service, including the Website,

user interfaces, these Terms, and the Event shall be determined by binding arbitration instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to limited review by courts. Arbitrators may award the same damages and relief that a court can award. You, including all Event attendees for whom or who actually utilize a Ticket purchased by you ("Event Attendees"), and Plant Nite agree that Mass. Gen. Laws c. 251, et seq., governs the interpretation and enforcement of this provision, and that you and Plant Nite are waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and the conclusion of the Event.

If you elect to seek arbitration, you must first send to Plant Nite, by certified mail, a written notice of such claim ("Notice"). The Notice to Plant Nite must be addressed to: General Counsel, Plant Nite, LLC, 230 Somerville Avenue, Somerville, MA 02143. The Notice must state the basis of such claim, including all facts related to such claim, all witnesses to such claim, and a complete statement of the damages such claim seeks, including a description of how such damages are calculated.

YOU, INCLUDING ALL EVENT ATTENDEES, AND PLANT NITE 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 ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Plant Nite agree otherwise, the arbitrator may not consolidate more than one person's claims with another person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

XXII. GOVERNING LAW AND VENUE

The Terms and the policies and procedures set forth on the Website and any and all disputes between you, including all Event Attendees, and Plant Nite shall be governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, and, as necessary the laws of the United States of America.

You and Plant Nite agree that any proceeding involving any dispute, claim, action, or controversy arising out of or in connection with your Event shall be arbitrated, as set forth in Section XXI hereof, solely and exclusively in the Commonwealth of Massachusetts, Suffolk County, before either (i) JAMS arbitration service, (iii) the American Arbitration Association, or (iii) such other

arbitrator as may be agreed to by you and Plant Nite in writing. This Governing Law and Venue provision shall survive termination of these Terms and the conclusion of the Event.

In the event the agreement to arbitrate is held to be invalid or unenforceable, which decision shall be made by the arbitrator only, you and Plant Nite agree that any action or proceeding involving any dispute arising out of or in connection with your Event, these Terms or the policies and procedures set forth on the Website shall be brought only in the Commonwealth of Massachusetts, and you and Plant Nite here to irrevocably consent and submit to the exclusive jurisdiction within the Commonwealth of Massachusetts in respect of any such proceeding before (i) the federal District Court for the District of Massachusetts, located in Boston, Massachusetts or (ii) the Massachusetts Superior Court, Middlesex County.

XXIII. WAIVER OF RIGHTS

The failure of Plant Nite at any time or times to demand strict performance of any of the terms, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and Plant Nite may at any time demand strict and complete performance of said terms, covenants and conditions.

XXIV. SIGNIFICANCE OF HEADINGS

Section headings contained within these Terms are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of these Terms. Accordingly, in case of any question with respect to the construction of these Terms, it is to be construed as though such section headings have been omitted.

XXV. SEVERABILITY

If any provision of these Terms is held to be unenforceable or illegal, such provision shall be severed from these Terms, and all other provisions set forth herein shall remain in full force and effect.

XXVI. NO ADVERSE CONSTRUCTION

You agree that in the event of any ambiguity in these Terms, there will not be any adverse construction against either you or Plant Nite on the grounds that Plant Nite drafted these Terms.

XXVII. SURVIVAL

Both your and Plant Nite's obligations in these Terms, which by their nature,

have significance after the conclusion of the Event, shall survive the termination or expiration of these Terms and the conclusion of the Event.

XXVIII. AUTHORITY

You represent and warrant that you have the full right, power, and authority to enter into these Terms on behalf of yourself.

XXIX. FURTHER ASSURANCES

You agree that you shall, at the request of Plant Nite, execute and deliver such documents, certificates, and other writings, and take such other actions as may be necessary or desirable, to accomplish the goals of these Terms.

XXX. FORCE MAJEURE

Neither you nor Plant Nite shall be liable for the failure to perform any of the obligations hereunder (other than the payment of money) during any period in which such performance is delayed by fire, flood, earthquake, other natural disaster, war, embargo, riot or the intervention of any government authority, provided that the party that is unable to perform immediately notifies the other party of such inability.

XXXI. ELECTRONIC TRANSACTIONS

You agree to conduct transactions, including, but not limited to the purchase of your Event Ticket and the acknowledgement of these Terms and future transactions, by electronic means.

XXXII. INDEMNITY

You agree to defend, indemnify, and hold Plant Nite harmless with respect to (i) all disputes, claims, actions, or controversies related in any way to the attendance of the Event and (ii) all disputes, claims, actions, or controversies related in any way to any Event Attendees' attendance of the Event, and that such defense and indemnity shall include all expenses, costs, liabilities, judgments, awards, and attorneys' fees incurred by Plant Nite that are related to such circumstances.