

## VenueGen Subscription Agreement

IMPORTANT-READ CAREFULLY: BY SELECTING A SUBSCRIPTION USAGE PLAN, COMPLETING THE REQUIRED CUSTOMER INFORMATION SECTION AND CLICKING THE "I AGREE" BUTTON YOU (CUSTOMER) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

The Venue Network, Inc. (TVN) operates [venuegen.com](http://venuegen.com), which is an online presentation, collaboration and social networking service that allows those authorized to use the TVN Service 1) to attend virtual online events; 2) to customize virtual venues and host online events; 3) to upload content (presentation material) for use at virtual events; 4) to create or import personal interest profiles that will enable presenters and attendees to contact each other to plan and coordinate virtual meetings and events.

### 1.0 Eligibility

1.0 Customer agrees that he or she is:

- A. over the age of 14;
- B. will pay for TVN Services using a valid credit card he or she owns;
- C. has agreed to the most recent TVN Terms of Use Agreement as found on the [Venuegen.com](http://Venuegen.com) website.

### 2.0 Customer's Obligations

2.1 Customer agrees that TVN retains the right to remove any Venuegen User (without refund) who TVN™ believes is in violation of this Agreement or the TVN Terms of Use Agreement;

2.2 Customer is responsible for maintaining the security of its Venuegen login and password;

2.3 Customer is responsible for maintaining a viable non-expired credit card on file with TVN that will be charged monthly by TVN for as long as the Customer has not provided Notice of Termination via the Venuegen website;

2.4 Customer agrees that under no circumstance will Customer allow or permit others to use Customer's login information to access TVN Services.

### 3.0 Term and Termination

3.1 The Term of this Agreement is one calendar month commencing with the electronic execution of this Agreement;

3.2 This Agreement will automatically renew at the end of each Term unless termination notice is given at least five days prior to the renewal date. If no notice of Termination is given then Customer's credit card will automatically be charged for the additional Term.

3.3 Customer agrees to give notice of Termination at least 5 days before the end of a Term period via the Venuegen Website. If notice of termination is not given at least five days prior to Termination then Customer may be charged for another Term after which the notice of Termination will take effect.

3.4 If (i) any Customer payment remains unpaid fifteen (15) days after the date due,, (ii) TVN notifies Customer of Customer's breach of this Agreement (including the TVN Terms of Use Agreement) and Customer fails to cure such breach within two (2) business days immediately thereafter, or (iii) Customer's access to the TVN Service terminates pursuant to the TVN Terms of Use Agreement, this Agreement will be terminated. Termination is not an exclusive remedy and all other remedies will be available.

3.5 Upon expiration or termination for any reason, any amounts previously paid by Customer to TVN pursuant to this Agreement will be nonrefundable. Any amounts due from Customer will survive the termination of this Agreement by TVN and will remain due and payable to TVN pursuant to the terms and conditions of this Agreement.

## **4.0 Payment**

4.1 Customer agrees to pay the designated monthly fee for Customer's right to use the TVN Service. This fee is based on the maximum number of attendees the Customer's subscription level allows per meeting.

4.2 Customer agrees that account access is purchased on the first day of each Term and is non-refundable;

4.3 Customer agrees to pay credit card charge backs or other fees that may be incurred by TVN as a result of Customer's failure to maintain a valid credit card with TVN or Customer's failure to comply with any part of this Agreement;

4.4 Customer agrees that TVN reserves the right to change its rates at the end of any Term. Customer will be notified of rate changes at least one month in advance of the change and all such changes will take effect at the beginning of the next Term;

## **5.0 Functionality**

5.1 Customer will have the right to use the TVN Service subject to the features and limitations associated with the type of Venuegen Subscription purchased as described on the Venuegen.com website;

5.2 TVN reserves the right to change the features associated with the various accounts it offers at any time.

## **6.0 Disclaimers**

TVN™ is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through the TVN™ Services, whether caused by Users of the TVN™ Services or by any of the equipment or programming associated with or utilized in the TVN™ Services and such User Content does not necessarily reflect the opinions or policies of TVN™. TVN™ is not responsible for the Content, accuracy or opinions expressed at any virtual event hosted by any user. TVN™ cannot enforce correct ratings of events created by users and takes no responsibility for incorrect event ratings. TVN™ takes no responsibility for third party applications that are posted on or through the TVN™ Services, nor does it take any responsibility for the goods or services provided by its advertisers. TVN™ is not responsible for the conduct, whether online or offline, of any User of the TVN™ Services. TVN™ assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication. TVN™ is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the TVN™ Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the TVN™ Services. Under no circumstances shall TVN™ be responsible for any loss or damage, including personal injury or death, resulting from use of the TVN™ Services, attendance at a TVN™ event, from any User Content posted on or through the TVN™ Services, or from the conduct of any Users of the TVN™ Services, whether online or offline. The TVN™ Services are provided "AS-IS" and as available and TVN™ expressly disclaims any warranty of fitness for a particular purpose or non-infringement. TVN™ cannot guarantee and does not promise any specific results from use of the TVN™ Services.

## **7. Limitation on Liability**

IN NO EVENT SHALL TVN™ BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM CUSTOMER USE OF THE TVN™ SERVICES, EVEN IF TVN™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TVN™'S LIABILITY TO Customer FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY CUSTOMER TO TVN™ FOR THE TVN™ SERVICES DURING THE TERM OF MEMBERSHIP.

8. **U.S. Export Controls.** Software available in connection with the TVN™ Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the TVN™ Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.
9. **Disputes.** The Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its conflict of law provisions. Customer and TVN™ agree to submit to the exclusive jurisdiction of the courts located within the State of North Carolina to resolve any dispute arising out of the Agreement or the TVN™ Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.
10. **TVN™ Intellectual Property.** TVN™ retains all ownership of its intellectual property and content including source code, algorithms, interfaces, techniques and business processes. Customer agrees not to copy, immolate or decompile any TVN™ code or interface. Customer also agrees not to build any derivative work based in part or whole on any TVN™ Service.
11. **Indemnity.** Customer agree to indemnify and hold TVN™, its subsidiaries, and affiliates, and their 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 use of the TVN™ Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that Customer post on or through the TVN™ Services causes TVN™ to be liable to another.
12. **Other.** Your acceptance of the terms set forth in this Agreement and future modification made to this Agreement is confirmed by your continued use of the TVN™ Services. This Agreement constitutes the entire agreement between Customer and TVN™ regarding the use of the TVN™ Services. The failure of TVN™ 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. TVN™ is a trademark of The Venue Network, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE. I HAVE CORRECTELY ENTERED MY CONTACT AND CREDIT CARD INFORMATION AND AUTHORIZE TVN TO CHARGE MY CARD ONCE PER TERM FOR THE PRICE OF MY INDIVIDUAL ACCOUNT UNTIL SUCH TIME AS I TERMINATE THIS AGREEMENT.