



GENERAL TERMS AND CONDITIONS

Updated: August 4, 2012

END USER TERMS OF SERVICE

READ THE FOLLOWING CAREFULLY BEFORE DOWNLOADING, INSTALLING AND/OR USING THE SERVICE.

Welcome to Virsitour. Virsitour is the doing business as(dba)name for the legal entity, 10 Virtu GW, LLC, a licensed LLC in the state of Delaware. All references herein to Virsitour are for simply for marketing continuity. The General Terms and Conditions herein are between the End User and the legal entity, 10 Virtu GW, LLC. This agreement governs your use of the software system and platform that allows you to search, register, explore and use the Virsitour site and interact with us and with either as a User of Supplier Services or a Supplier of Services or through Virsitour (the "**Service**"). By beginning a search, by uploading information about your company, using the Service, or clicking the "accept" or "ok" button, you expressly acknowledge and agree that you are entering into a legal agreement and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User Terms of Service ("**Agreement**"). If you do not agree to be bound by this Agreement, please do not use the Service or register for the event. IF YOU ARE DIRECTLY OR INDIRECTLY A COMPETITOR OF VIRSITOUR, YOU ARE EXPRESSLY PROIBITED FROM ENTERING THE VIRSITOUR SITE UNLESS YOU HAVE THE PRIOR WRITTEN APPROVAL OF AN AUTHORIZED OFFICER OF VIRSITOUR. IF YOU ARE UNCERTAIN AS TO YOUR STATUS AS A POSSIBLE COMPETITOR, DO NOT PROCEED UNTIL YOU HAVE RECEIVED APPROVAL FROM AN AUTHORIZED VIRSITOUR OFFICER.

1. Ability to Accept.

You represent and warrant that you are of legal age and otherwise competent to enter into this Agreement in your jurisdiction and, if you are entering into this Agreement on behalf of an entity, that you are authorized

to enter into this Agreement on behalf of such entity and you are not prohibited from entering into this Agreement.

2. Right to Use.

Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right to: (i) use the Service in connection the services provided by Virsitour; (ii) use the Service on a mobile telephone, tablet, computer or device (each, a "**Device**") that you own or control but only in the manner proscribed and intended by Virsitour.

3. Restrictions.

You agree not to, and shall not permit any third party to: (i) license, redistribute, sell, lease, lend or rent the Service; (ii) disassemble, reverse engineer, decompile or decrypt or attempt to derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any documentation or data related to the Service; (iii) copy, modify, improve or create derivative works or features or a competitive product to the Service or any part thereof; (iv) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (v) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Service; (vi) use any communications systems provided by the Service to send unauthorized and/or unsolicited communications; and/or (vii) use the Service to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible or inappropriate purpose, or in any manner that breaches this Agreement.

4. Account

In order to use some of the Service features you may have to create or use an account (an "**Account**"). If you create an Account, you must provide accurate and complete information about yourself and your company. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. You acknowledge and agree that information you provide in the course of creating an Account or use of the Service, including but not limited to, name, email address, phone number, physical address, and employer, may be provided to and maintained by us, whether or not you complete the registration process, and may be used by us in any manner we deem appropriate for our benefit.

5. Location Data.

Certain features or functionality ("**Features**") of the Service may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect

Location Data, we shall use it in accordance with our Privacy Policy (as defined below). If you do not provide or make such Location Data accessible, then the Features may be limited or not operate.

6. Your Content.

You confirm that the content you upload, import, copy, display, transmit and/or otherwise use while interacting with the Service, including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, or any other information ("**Your Content**") does not infringe upon any third-party rights, including any intellectual property and privacy rights.

7. Third Party Sources and Content.

7.1 The Service enables you to view, access, link to, interact with and otherwise use third party content that are not owned or controlled by us ("**Third Party Content**").

7.2 We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (as defined below) of, or relating to, any Third-Party Content. You always have the choice to decide whether or not to view or use Third Party Content. Your interaction with and reliance upon, any Third Party Content is at your sole discretion.

7.3 We do not endorse any provider, advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a third party source and in no way shall be responsible or liable to you in connection with Third Party Content.

8. Messages.

The Service may permit you to send messages to us or to other Service users ("**Messages**"). You are solely responsible for your Messages and the consequences of sending them, and you agree to hold us harmless, and expressly release us, from any and all liability arising from your Messages. You grant us a worldwide right to use, store, and reproduce your Messages for the purpose of facilitating sending them to your designated recipients (and we may also use the tools, services of third party service providers to facilitate the sending of Messages to your designated recipients). You represent and warrant that your Messages will not be infringing on any third party right, including Intellectual Property or privacy rights. You further represent and warrant that your Messages will be at all times professional in tone and will never contain language, images or other that may be construed as hateful. You acknowledge and agree that the provisions of Section 9 (User Submissions) below shall also apply to Messages that you send via the Service.

9. User Submissions.

9.1. The Service may permit the hosting, sharing, posting and publishing of Your Content ("**User Submissions**"). You understand that your User

Submissions may be publicly available. You shall be solely responsible for your User Submissions and the consequences of posting or publishing them. We have complete discretion whether to publish your User Submissions and we reserve the right without further notice to you, to monitor, censor, edit, remove, and/or delete any and all User Submissions at any time which we believe to be in violation of Section 9.5 (Prohibited Content) or for any reason whatsoever that we deem in our sole discretion to be adverse to our interests.

9.2. Right to User Submissions. Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Submissions, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use, reproduce, distribute, prepare derivative works of, display and perform the User Submissions in connection with the Service, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof), and you hereby waive any moral rights in your User Submissions, to the extent permitted by law.

9.3. Exposure. You understand and acknowledge that when accessing and using the Service: you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety or Intellectual Property Rights of, or relating to, such User Submissions. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us in this respect.

9.4. Disclosure. We reserve the right to access, read, preserve and disclose any User Submission or any other information that we obtain in connection with the Service as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce this Agreement, including investigation of potential violations of it; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to your user support requests; or (v) protect the rights, property or safety of us, our users or the public.

9.5. Prohibited Content. You agree that you will not send, display, post, submit, publish or transmit a User Submission or Message that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal activity, illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent;

(vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches this Agreement.

10. Copyright Policy.

10.1. Removal of Content. It is our policy to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "**DMCA**"), Please be advised that we may enforce a policy that provides for the termination in appropriate circumstances of Service users who are repeated infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information in accordance with the DMCA:

10.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;

10.1.2. A description of the copyrighted work you claim has been infringed;

10.1.3. A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;

10.1.4. Your address, telephone number and email address;

10.1.5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

10.1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10.2. Counter-Notification. If you believe that the material you posted was removed from the Service by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must include substantially the following (please consult your legal counsel or Section 512(g)(3) of the DMCA to confirm these requirements):

10.2.1. Your physical or electronic signature;

10.2.2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;

10.2.3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

10.2.4. Your name, address and telephone number, and a statement that

you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

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

11. Intellectual Property Rights.

Nothing in this Agreement will directly or indirectly be construed to assign or grant you any right of ownership, title or interest, or any intellectual property rights relating thereto, in the Services or any related content.

“Intellectual Property Rights” mean all rights, title and interest in and to the Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the “look and feel” of the Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being, and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

12. Payments.

If you wish to purchase a Virsitour Service (each such purchase, a “Transaction”), you will be asked to supply certain information applicable to your Transaction, including, without limitation, credit card information. You agree that all information that you provide in connection with the Transaction will be accurate, current and complete and consent to disclosure, transmission and use of such information as necessary to process the Transaction. You agree to pay all charges, including where permitted by law any credit card or other surcharges incurred by you at the prices then in effect. You will also be responsible for paying any applicable taxes relating to your Transactions. You acknowledge that complying with laws is your responsibility, and you agree not to hold us liable for your failure to comply with any law or our failure to notify you of, or properly apply, any law. We will comply with law enforcement authorities and may provide them with any and all information you submit to us to assist in any investigation or prosecution they may conduct. You agree that you will only use credit cards belonging to you or such other party who expressly authorize such use, for

the purpose of conducting Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. In addition to paying for Transactions via credit card, Virsitour may accept payments via a US based banking institution or via CHIPS where fees may apply.

13. Privacy.

We will use any personal information that we may collect or obtain in connection with the Service in accordance with this Agreement, and you agree that we may do so. Please also be aware that certain personal information and other information provided by you in connection with your use of the Service may be stored by us and retained for a period of not less than seven years. Further, that any information provided to us may be used by us in the furtherance of our business interests.

14. Warranty Disclaimers.

14.1. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

14.2. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE, THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE SERVICE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT INCLUDING BUT NOT LIMITED TO TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS OR FOR ANY OTHER REASON WITHOUT LIMITATION.

14.3. IF YOU HAVE A DISPUTE WITH ANY OTHER PROVIDER OF SERVICES OR SERVICE USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

14.4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

15. Limitation of Liability.

15.1. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, OR FOR THE COST OF SUBSTITUTE GOODS OR SERVICES, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE EVEN IF YOU HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2. IN ANY EVENT, OUR TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU FOR THE TRANSACTION(S) IN A CALENDAR. IF NO FEES HAVE BEEN REQUIRED OR NOT HAVE BEEN PAID, THEN OUR LIABILITY IN THE AGGREGATE FOR ANY DAMAGES OR LOSS SHALL BE ZERO

16. Indemnity.

You agree to defend, indemnify and hold harmless us and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Service, including but not limited to your Supplier or User Submissions or Messages; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any Intellectual Property Right or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at our own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

17. Export Laws.

You represent that you are not, and will not make the Services available to, the resident of any embargoed country or a prohibited person under any export control or anti-terrorism law, regulation or list. You agree to comply fully with all applicable export laws and regulations to ensure that neither the Service, nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

18. Term and Termination.

18.1. This Agreement is effective until terminated by us. If you wish to terminate the agreement you are required to provide us with written notice to terminate not less than seven business days before the desired termination. In the case of any termination, all terms and conditions prior to termination shall remain in effect up to that date and shall apply to all actions up to the termination date. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Service; and/or (ii) terminate this Agreement and your use of the Service with or without cause, and our termination may be with or without notice as we determine and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent

modifications thereto, or become dissatisfied with the Service in any way, your only recourse is to discontinue use of the Service provided that you have issued a Notice of Termination in writing in accordance with the notice clause. Such notice from you shall only be effective after the passage of ninety (90) days from the date of the notice. Nothing however shall relieve you from being liable for the fees and charges that are unpaid or to be paid under an annual or other longer term which fees and charges shall then be advanced and payable in full.

18.2. Upon termination of this Agreement, you shall cease all use of the Service. Sections 11 (Intellectual Property Rights), 13 (Privacy), 14 (Warranty Disclaimers), 15 (Limitation of Liability), 16 (Indemnity), 18 (Terms and Termination), 21 (Governing Law and Disputes), and 22 (General) shall survive termination of this Agreement.

19. Assignment.

This Agreement, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by us without restriction or notification.

20. Modification.

We reserve the right to modify this Agreement at any time by publishing the revised Agreement on the Service and/or sending you a notification. Such change will be effective upon being published or following the foregoing notification thereof, whichever is shorter and your continued use of the Service thereafter means that you accept those changes.

21. Governing Law and Disputes.

This Agreement shall be governed by and construed in accordance with the laws of New York, NY, USA, without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York or Nassau Counties, NY, USA, and waive any jurisdictional, venue or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

22. General.

This Agreement, and any other legal notices published by us in connection with the Service, shall constitute the entire agreement between you and us concerning the Service. In the event of a conflict between this Agreement and any other communication, the terms of this Agreement shall prevail. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. It is the intent of the Parties that the remaining provisions shall be given their full effect. A party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

23 Notices

Notices required in the Agreement must be in writing and from a person full authorized to represent the respective party. Notices may only be given by (i) personally delivering such to the respective Party who acknowledges receipt of same by affixing their signature, (ii) sending the Notice to the other party via the prepaid USPS or local postal service certified and return receipt requested, (iii) via prepaid, next day delivery, overnight carrier service such as FedEx, UPS, etc. with proof of delivery, or (iv) via email but only if the recipient confirms receipt by a return email. Said notice is effective upon receipt.

Notice to Virsitour

D. Garcia, President at 2924 Knobhill Road, Nashville, TN 37214

and

R. Williams, Esq at 411 Stewart Avenue, Suite 1001, Garden City, NY 11530

Notice to Other Party

Name _____ Title _____

Company _____

Street Address _____

City _____ State/Prov _____ PostalCode _____

Country _____

(O) _____ (M) _____

Email _____

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