



## **BOLD EVENTS WEBSITE TERMS OF USE**

*Effective Date: February 27, 2017*

Welcome to a website of Bold Events, LLC ("Bold Events", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of our websites ([www.boldeventsjax.com](http://www.boldeventsjax.com), [www.dailysplace.com](http://www.dailysplace.com)) and authorized online services that link to or post this Terms of Use, including any content, subscription, functionality and services offered on or through any of the foregoing (collectively, the "Services"), whether as a guest or a registered user.

**Please read the Terms of Use carefully before using the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found on the Services, and included in the footer section of <http://boldeventsjax.com> and <http://dailysplace.com> and incorporated herein by reference.** Your acceptance of these Terms of Use provides you with a limited and temporary license to use the Services. We may revoke your permission to use the Services at any time, as described below. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

Please print a copy of these Terms of Use for your records.

### **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **ACCESSING THE SERVICES & ACCOUNT SECURITY**

We reserve the right to withdraw or amend the Services or any service or material we provide in connection with the Services, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Services is unavailable at any time or for any period. The availability of the Services may be affected by a variety of factors, including technical problems or network delays. You agree that we are not obligated to give you any specific content on any of the Services. From time to time, we may restrict access to some parts of the Services, or all the Services, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

Not all features available through the Services, including certain live streaming audio, video or access to high-quality video, will be available to you unless your computer or mobile device satisfies certain minimum technical requirements. As we make changes to the Services, the minimum technical requirements to access the Services may change. You are responsible for determining whether the computer or mobile device you are using to access the

Services meets the minimum technical requirements before you register and/or access the Services. Moreover, if we change the minimum technical requirements after you initially register to access the Services such that your computer or device no longer satisfies the requirements, your exclusive remedy will be to request termination of your access to the Services.

To access the Services or some of the resources offered pursuant to the Services, you may be asked to provide certain registration details or other information and to pay a fee. Payment of any such fee is your sole responsibility. Note that access to and use of the Services through certain devices may involve data and other charges, which are also your sole responsibility. It is a condition of your use of the Services that all the information you provide on the Services is correct, current and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy, which can be found in the footer section of [www.boldeventsjax.com](http://www.boldeventsjax.com) and [www.dailysplace.com](http://www.dailysplace.com), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. In the event of any unauthorized access or use, we may impose additional security obligations on you. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of such access and shall notify us by calling us at (904) 633-6000. You shall otherwise cooperate and assist with any investigation relating to any such unauthorized access.

If you submit feedback or suggestions about the Services, we may use your feedback or suggestions without obligation (including any compensation or attribution) to you.

You can stop using the Services at any time, though we'll be sorry to see you go. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, if, in our opinion, you have violated any provision of these Terms of Use.

## **INTELLECTUAL PROPERTY RIGHTS**

Using our Services does not grant you ownership of any intellectual property rights in the Services. The Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Bold Events, its affiliates, licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication or distribution.

- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Services.
- Access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you wish to make any use of material on the Services other than that set out in this section, please address your request to Cassie Sadowitz at [sadowitzc@nfl.jaguars.com](mailto:sadowitzc@nfl.jaguars.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Bold Events. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## **TRADEMARKS**

All names, logos, product and service names, designs and slogans are, as between you and Bold Events, trademarks of Bold Events, whether or not appearing in large print or with the trademark symbol. You must not use such marks without our prior written permission. All third party names, logos, product and service names, designs and slogans in the Services are the marks of their respective owners.

## **PROHIBITED USES**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Bold Events, a Bold Events employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Bold Events or users of the Services or expose them to liability.

The Services may be available on your mobile device. Do not use the Services in a way that distracts you or prevents you from obeying traffic or safety laws.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the sites through which the Services are provided or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Remove, obscure or alter any legal notices displayed in the Services.
- Otherwise attempt to interfere with the proper working of the Services.

We may suspend or stop providing you access to the Services if you do not comply with these Terms of Use or if we are investigating suspected misconduct. We reserve the right to disclose any information about you or your use of the Services in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any law, rule, legal requirement or government request.

## **USER CONTRIBUTIONS**

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, contests, competitions, sweepstakes and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates, service providers, business partners and each of their and our respective licensees, successors and assigns the worldwide, royalty-free, perpetual, irrevocable, nonexclusive and freely sublicensable right and license to use, reproduce, modify, adapt, perform, display, distribute, create derivative works from and otherwise disclose to third parties any such material for any purpose, whether commercial or noncommercial, anywhere, and in any form of media or technology now known or later developed. No compensation will be paid with respect to any use of the User Contributions by us or our licensees or others. We are free to use any ideas, concepts, know-how, and/or techniques contained in your User Content for any purpose whatsoever, including, but not limited to, manufacturing, developing, and marketing products using your User Contributions. We are under no obligation to maintain any of your User Contributions and may remove any of your User Contributions at any time in our sole discretion.

You represent and warrant that:

- You own or control all rights in and to your User Contributions and have the right to grant and transfer the license granted above to us and our affiliates, service providers, and business partners and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do not and will not infringe or violate the rights of any third party or any applicable law, rule or legal requirement.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Bold Events, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

#### **MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Review, edit, remove or refuse to post any User Contributions, in whole or in part, and to terminate your ability to post User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for Bold Events.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS BOLD EVENTS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Any gaming feature we make available on the Services is provided exclusively for entertainment purposes. In addition, you are prohibited from gambling or wagering on the result of any gaming features provided on or through the Services. If we believe that you have violated the prohibitions in this paragraph, we may immediately terminate your access to the Services, with or without notice to you. You will not be entitled to any refund of any fees paid to us if your access is terminated because of a violation or alleged violation of these Terms of Use.

Although we may maintain technical logs concerning your use of the Services, we do not routinely monitor User Contributions. You agree that we may not be held responsible for your User Contributions and that we are not obligated to monitor any User Contributions. Despite your agreement that we are not required to monitor User Contributions, if we become aware of any User Contributions that we believe to violate these Terms of Use or to be obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, we may – but are not required to – act in good faith to restrict access to or availability of your User Contributions. We may also take steps to terminate your access to the Services or take other appropriate steps, including, without limitation, initiating or assisting in legal action.

If you become aware of any content on the Services that you believe to be objectionable or to violate these Terms of Use, or that you believe may cause injury to yourself, us, or any third party, you should notify us of such content immediately by emailing Cassie Sadowitz at [sadowitzc@nfl.jaguars.com](mailto:sadowitzc@nfl.jaguars.com). Even if you notify us of such content that you believe to be objectionable, you agree that we will not be obligated to take any particular steps, or any steps at all, in response to your notification. You agree that your notification under this paragraph will create no duty on our part to you or to any third party, and that we may not be held responsible for any action we take or for our inaction after you provide us with notification.

## **CONTENT STANDARDS**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property, proprietary or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **COPYRIGHT**

If you believe that any of your work has been copied and is accessible on the Services in a way that constitutes copyright infringement, please email Cassie Sadowitz at [sadowitzc@nfl.jaguars.com](mailto:sadowitzc@nfl.jaguars.com) with the following information: (i) identification of the copyrighted work claimed to have been infringed; (ii) identification of the allegedly infringing material on the Services that is requested to be removed; (iii) your name, address, and daytime telephone number, and an email address if available, so that we may contact you if necessary; (iv) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by you or by law; (v) a statement that the information in the notification is accurate, and (vi) an electronic or physical signature.

We reserve the right to remove any posted submission that infringes the copyright of any person under the laws of the United States upon receipt of a notice that complies with copyright laws.

## **RELIANCE ON INFORMATION POSTED**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

These Services include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Bold Events, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect an endorsement by or the opinion of Bold Events. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **CHANGES TO THE SERVICES**

We may update the content in the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO THE SERVICES**

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **LINKING TO THE SERVICES AND SOCIAL MEDIA FEATURES**

You may link to our homepages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You may link to the home page of any of the Services without obtaining our permission provided that you do so only through a plain-text link. For any other type of link to the Services, you must obtain our permission. To seek our permission, you may email Cassie Sadowitz at [sadowitzc@nfl.jaguars.com](mailto:sadowitzc@nfl.jaguars.com). We reserve the right to deny or rescind any permission to link to the Services and to require termination of any link to the Services, for any reason in our sole and absolute discretion.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Your ability to purchase services or products offered for purchase through the Services is subject to limits established by your credit or debit card (together with any replacement cards, the "Card") issuer. You must notify us immediately of any change in your Card information, including any change to your home address. By utilizing a Card for purchase of any of the services or products offered for purchase throughout the Services, you authorize us to charge such Card on a periodic basis as specified in the amount described on the services or product purchase path and subject to the terms and conditions of such purchase. By providing your Card information, you represent and warrant to Bold Events that you are the owner of the Card or authorized to make the purchase and you have not obtained the Card by fraudulent means.

## **LINKS FROM THE SERVICES**

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. The sites to which these links connect may be governed by additional terms of use. You should read the terms of use applicable to the third party sites. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Ticketmaster, Inc., ("Ticketmaster") an independent ticketing vendor, operates and is responsible for the online account portal (the "Portal") accessible from [dailyspace.com](http://dailyspace.com) that allows you to order tickets (the "Tickets"). By placing an order in the Portal, you acknowledge that Ticketmaster is exclusively responsible for the delivery of all Tickets.

## **DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

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WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY.

FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM



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#### **LIMITATION ON LIABILITY**

IN NO EVENT WILL BOLD EVENTS, ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WE RESERVE THE RIGHT TO ALTER THE CONTENT OF THE SERVICES IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR ANY ACTUAL OR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

#### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Bold Events, its respective affiliates, licensors and service providers, and their respective officers, directors, members, managers, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of content in the Services, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

#### **GEOGRAPHIC RESTRICTIONS; GOVERNING LAW AND JURISDICTION**

All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of another jurisdiction.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Jacksonville, and County of Duval, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The owner of the Services is based and the Services are operated in the state of Florida in the United States. We do not represent that content or materials presented on the Services are appropriate (or, in some case, unavailable) for use in other locations. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. If you access the Services from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Services.

## **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **ABOUT THESE TERMS OF USE**

If you do not comply with these Terms of Use, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

These terms control the relationship between us and you. They do not create any third party beneficiary rights.

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

## **YOUR COMMENTS AND CONCERNS**

This website is operated by Bold Events, LLC at One EverBank Field Drive, Jacksonville, Florida 32202.

All feedback, comments, requests for technical support and other communications relating to the Services should be submitted via the Contact Us page on [dailysplace.com](http://dailysplace.com) or [boldeventsjax.com](http://boldeventsjax.com).

Thank you for visiting the Bold Events Website!