

Terms and conditions.

Welcome to the website of eVero Enterprises. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.

eVero Enterprises. ("eVero Enterprises", "us", "our" or "we") owns and operates this website and any other web services offered by eVero Enterprises now or in the future, including, but not limited to, its related social media platforms. By accessing, using, downloading, viewing this website or any of its services, resources, Content (defined below), and/or purchase of our Services (collectively, the "Site"), you hereby consent and agree to these terms and conditions ("Terms of Use"). The Terms of Use and Privacy Policy (collectively, the "Terms") govern your use of the Site, use and access of the eVero Enterprise Services (defined below) and other free materials and resources provided by the Site, and any other services we make available on this Site (collectively, the "Services"). These Terms constitute a legally binding agreement made by and between eVero Enterprises and the user of this Site (personally and, if applicable, on behalf of the entity for whom you are using the Site; collectively, "you").

BY ACCESSING OR USING ANY PART OF THE SITE OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE/SERVICE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS.

If you do not agree to these Terms and to follow all applicable laws, then please cease access or use of the Site and Services immediately.

If you have any questions about these Terms, please contact us by email at info@everoevents.com or call us at 562.354.1757

If you access any eVero Enterprises Site on a social media network (such as, without limitation, Facebook, Twitter, Instagram, or Pinterest), you also consent to and agree to abide by the terms and conditions of that social media network.

● CONTENT ON OUR SITE

Intellectual Property Rights. You agree that the Site itself, as well as all content, photographs, sound or videos, media, images, formulas, graphics, materials, products, services and/or other information and materials, and selection and arrangements thereof is copyrighted work under the United States and other copyright laws, and is the property of or licensed by eVero Enterprises, made available on the Site or any information, materials, and content transferred via a downloadable file or link by us or other third parties (collectively the "Content"). All trademarks, service marks, and trade names (collectively, the "Marks") are trademarks or registered trademarks of and are proprietary to eVero Enterprises or other respective owners that have granted eVero Enterprises the right to use such Marks. Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, and non-

sublicensable, and revocable right to access, view, and use the Site solely for your personal purposes and non-commercial use, and as we otherwise intend. eVero Enterprises reserves the right to monitor the Services and Content for the purpose of determining that your usage complies with these Terms.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on our Site in whole or in part, other than as necessary for your own personal non-commercial use, without our written consent. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of eVero Enterprises, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

Third-Party Content. Our Site contains Content that we create as well as Content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party content. There may be some inadvertent inaccuracies or errors in the content and we do not guarantee the accuracy, integrity, completeness or quality of the content on our Site or located at third party URLs that may be posted on our Site. eVero Enterprises is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.

Third-Party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. eVero Enterprises will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

● YOUR CONDUCT ON OUR SITE

Eligibility. To use the Site, you must be, and represent and warrant that you are, of legal age (18 years of age or older) and competence. By using the Site on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Site constitutes that third party's acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.

Account Information. If you create an account, any information that you choose to provide us must be true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including,

without limitation, failure to maintain updated and correct information about your account or cause your account to fall out of good standing and we may cancel your account in our sole discretion. When you register with the eVero Enterprises and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the eVero Enterprises.

Feedback. If you send comments or suggestions about the Site to the eVero Enterprises, including, but not limited to, notes, text, drawings, images, designs or computer Services, such submissions shall become, and shall remain, the sole property of the eVero Enterprises. No submission shall be subject to any obligation of confidence on the part of the eVero Enterprises. The eVero Enterprises shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

Prohibited Conduct. You agree not to copy or imitate the appearance, design or style of our Site or any Content. The technology and software underlying our Site and the Services are the property of eVero Enterprises, our affiliates and/or our business partners. You agree that you will not use our Site or its Content to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of eVero Enterprises or any other person or entity;
- Use the Service or Site commercially;
- Reverse engineer, decompile, tamper with or disassemble the technology used to provide the Services or Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law);
- Interfere with or damage the Services, Site, or underlying any technology;
- Impersonate or misrepresent your identity or affiliation;
- Attempt to obtain unauthorized access to the Services or Site;
- Violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms;
- Violate any law, rule, or regulation;
- Transmit executable Services or corrupted files of any kind, including viruses, spyware, trojan horses, Easter eggs or any other similar software or Services that may damage or

adversely affect the operation of another person's computer, our Site, software or hardware, third party websites or telecommunications equipment;

- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software posted or contributed content or other material; or
- Engage in any illegal activities.

Use of our Site is subject to existing laws and legal process. Nothing contained in these Terms will limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our Site.

● **DCMA COPYRIGHT INFRINGEMENT TAKEDOWN POLICY**

Infringement Notification. eVero Enterprises respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email to eVero Enterprises:

eVero Enterprises

Email Address: info@everoevents.com.

Send such notice with the information that sets forth the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit eVero Enterprises to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say “entire work” ONLY if all assets/pages in a collection/document are infringing
- Include details of your claim to the material, or your relationship to the material’s copyright holder

- Provide your full name, address, and telephone number should we need to clarify your claim
- Provide a working email address where we can contact you to confirm your claim
- If true, include the following statement: “I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law.”
- If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- Sign the document, physically or electronically.

ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS POLICY IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA. Please note that you may be liable for damages, including but not limited to costs and attorneys’ fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Site infringes upon your copyright; or (b) that material on the Site was removed or disabled by mistake or misidentification. If a user is found to be an infringer of the copyright rights of others, eVero Enterprises may terminate access to the user’s account.

● **TERMS OF SALE**

Through eVero Enterprises, we are pleased to offer you our event production/planning (“eVero Enterprises Services”). Please review the Terms of Sale carefully and make sure you understand them before enrolling because they contain important and relevant information regarding purchase of our eVero Enterprises Services, pricing, payment processing, delivery, 24 hour money back guarantee, and cancellation terms.

The following terms apply to your purchase of our planning Services and its related information and materials, including, but not limited to, third party vendor information. We are equipping you with budget friendly services, budget guidance as well as all kinds of different general guidance based on “typical” budgets to help you organize and manage your event or to help plan your event. THE CAVEAT IS THAT, WE ARE NOT ACCOUNTANTS OR FINANCIAL ADVISORS. THIS INFORMATION IS SOLELY BASED ON INDUSTRY AVERAGES AND MAY NOT BE RIGHT FOR YOU. THEY MAY NEED TO BE ADJUSTED AND TAILORED ACCORDING TO YOUR PERSONAL NEEDS AND PRIORITIES. eVero Enterprises MAKES NO COMMITMENTS OR GUARANTEES OF ANY KIND THAT ANY PART OF THE Services OR YOUR USE THEREOF WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

Planning/Coordinating Services

Without prejudice to the foregoing, if you are in breach of these Terms, we may at our sole option either suspend your access to a particular services until such breach is remedied, or, without prejudice to our other rights and remedies, we shall be entitled to terminate our contract/agreements and your use of and access to the services immediately without notice. Save in respect of any Services which is terminated by us in accordance with this clause, you will not be entitled to a refund of the purchase price or any part thereof.

Availability and Pricing. The eVero Enterprises reserves the right to change the price of our Services at any time. We reserve the right to refuse Services for any reason.

Payment. We use services provided by Venmo, Zelle or Square. By using Square we have to add a processing fee payments for the usage of their services. By accessing and using our Services the Site for payments, you consent to Squares then-current terms of service. You authorize us (and any payment processor) to charge your payment card for all purchases you make in accordance with your selected payment option (Venmo/Zelle has no additional fee). We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you provide complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested. eVero Enterprises SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE PERFORMANCE OR SERVICE PROBLEMS CAUSED BY SQUARE.

Taxes. Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of any applicable taxes related to your purchases. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase.

Questions? If you have questions, please contact us at:

eVero Enterprises,

562.354.1757

info@everoevents.com

● DISPUTES

Subject to applicable law, you and eVero Enterprises agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Site, any breach, enforcement, or termination of these Terms, or otherwise relating to eVero Enterprises in any way will be resolved in accordance with the provisions set forth in this Section.

Informal Resolution. If you have any dispute with us, you agree that before taking any formal action, you will contact us at info@everoevents.com, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

Arbitration. These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Matters must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Terms and the AAA Supplementary Procedures for Consumer-Related Disputes (including, without limitation, utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Award. For matters where the relief sought is over \$5,000, the arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same eVero Enterprises user to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY

AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Exceptions. There are only two exceptions to this arbitration agreement:

First, if a party reasonably believes that the other party has in any manner infringed or threatened to infringe the intellectual property rights of the other party, the party who owns the intellectual property rights may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court within the United States, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, eVero Enterprises will reimburse you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator's decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, eVero Enterprises is relieved of its obligation to reimburse you for any fees associated with the arbitration.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against eVero Enterprises prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and eVero Enterprises. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and eVero Enterprises must be resolved exclusively by a state or federal court located in Los Angeles, California. You and eVero Enterprises agree to submit to the personal jurisdiction of the courts located within Los Angeles, California for the purpose of litigating all such claims or disputes.

OPT-OUT. IF YOU ARE A NEW eVero Enterprises USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO info@eVeroEnterprises.COM ("OPT-OUT NOTICE"): eVero Enterprises. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN FOURTEEN (14) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME. IF YOU ARE NOT A NEW eVero Enterprises USER, YOU HAVE UNTIL FOURTEEN (14) DAYS AFTER THE POSTING OF THE NEW TERMS OF SERVICE TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

Procedure. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and an unaltered digital image of a valid driver's license which matches the name on your account to: info@everoevents.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of the agreement and its Disputes Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED BELOW) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

● INDEMNIFICATION

You hereby agree to indemnify, defend and hold eVero Enterprises and all of our officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors ("eVero Enterprises Party," or collectively, the "eVero Enterprises Parties") harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, incurred by any eVero Enterprises Party arising from, related to, or in connection with (a) a violation of any provision of these Terms by you; or (b) arising from, related to, or connected with your violation of the rights of eVero Enterprises or any other person or entity. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive these Terms and your use of the Site.

● WARRANTIES AND DISCLAIMERS

Service Outages and Force Majeure. Unless you have greater rights in a separate signed agreement with us, we disclaim to the fullest extent permitted by law any service outages that

are caused by our maintenance on the servers or the technology that underlies our Site, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. Under no circumstances shall eVero Enterprises or its licensor or service providers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. This provision is not intended to disclaim liability that eVero Enterprises may not disclaim under law.

USE OF SITE AND CONTENT IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT OR Services ON OUR SITE. OUR SITE, CONTENT AND Services ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKES ANY WARRANTY THAT (i) OUR SITE, SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT AND Services. eVero Enterprises ASSUMES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS. NEITHER WE NOR OUR AFFILIATES OR BUSINESS PARTNERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION IS NOT INTENDED TO DISCLAIM LIABILITY THAT eVero Enterprises MAY NOT DISCLAIM UNDER APPLICABLE LAW.

NO RESPONSIBILITY FOR THIRD-PARTY SERVICES AND MATERIALS. eVero Enterprises DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND eVero Enterprises WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF

PRODUCTS OR SERVICES. eVero Enterprises WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NEW JERSEY RESIDENTS. TO NEW JERSEY RESIDENTS, THE PROVISIONS ABOVE ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF NEW JERSEY ONLY.

● **LIMITATION OF LIABILITY**

NO CONSEQUENTIAL DAMAGES. IN NO EVENT, AS PERMITTED BY THE FULLEST EXTENT OF APPLICABLE LAW, WILL eVero Enterprises, AND eVero Enterprises PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE SITE, SERVICES, Services, CONTENT OR PRODUCTS, EVEN IF eVero Enterprises HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT eVero Enterprises MAY NOT EXCLUDE UNDER APPLICABLE LAW.

OUR LIABILITY IS LIMITED. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE Services TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT eVero Enterprises MAY NOT EXCLUDE UNDER APPLICABLE LAW.

● **TERMINATION; SURVIVAL**

Term. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Site, temporarily or permanently, at any time and without prior notice.

Suspension and Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all.

Survival. If we terminate your right to access the Site, these Terms will terminate and all rights you have to access the Site will immediately terminate. The following provisions will survive termination: Intellectual Property, Indemnification, Payment Obligations, Warranties and

Disclaimers, Limitations of Liability, Dispute and any and all others that by their sense and context are intended to survive the termination or expiration of the Agreement shall survive.

● GENERAL TERMS

No Waiver; Severability. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision, and our failure to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. The provisions of these terms are intended to extend to the fullest extent permitted by law. No waiver of any term of these Terms will be binding unless in writing.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Applicable Law. These Terms will be construed in accordance with the laws of the United States of America and (to the extent not inconsistent with or preempted by federal law) the State of California, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Los Angeles, California if seeking interim or preliminary relief or enforcement of an arbitration award.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

Headings. The provision titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will not be construed against the drafter.

Notice. You hereby consent to receiving and transacting with us by electronic means. We may deliver notice to you by e-mail, posting a notice on the Site or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address:

info@everoevents.com

Entire Agreement. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and eVero Enterprises and govern your use of the Site and Services and supersede any prior agreements between you and eVero Enterprises on the subject matter. You may also be subject to additional terms when you use certain eVero Enterprises third party software, content, links, or websites. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or

delegated by eVero Enterprises without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of eVero Enterprises. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Site and Services. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form.

Notice to California Users. Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Notice to Users Outside the United States of America. The Site is controlled and offered by eVero Enterprises from the United States of America. eVero Enterprises makes no representations that the Site is appropriate for use in other locations. Those who access or use the Site from other locations do so at their own risk and are responsible for compliance with local law. You consent to the processing in the United States of America of information you provide to us.

Online Privacy Policy.

The eVero Enterprises (the "Company") respects the privacy concerns of the users of its website, fireflymethod.com and the services provided therein (the "Site"). The Company thus provides this privacy statement to explain what information is gathered during a visit to the Site and how such information may be used.

Please also review the Terms of Use at fireflymethod.com which also govern use of this Site.

Use of Information: As a general policy, no personally identifiable information, such as your name, address, or e-mail address, is automatically collected from your visit to the Site. However, certain non-personal information is recorded by the standard operation of the Company's internet servers. Information such as the type of browser being used, its operating system, and your IP address is gathered in order to enhance your online experience.

The Site's various mailing lists, downloads, special offers, contests, registration forms, and surveys may request that you give us contact information such as your name, mailing and/or e-mail address, demographic information such as your age and gender, and personal preference information such as your preferred software and interests. Information submitted at the time of submission will be used by the Company only as necessary for our legitimate business interests, including without limitation the improvement of our products, services and the contents of the Site. The Company may also share such information with our business and promotional

partners to further those interests. Personally identifiable information is never sold or leased to any third parties. With your permission, we may use your contact information to send you information about our company and products. You may always opt-out of receiving future mailings as provided below. The Company does not store any credit card information it may receive in regard to a specific transaction and/or billing arrangement except as necessary to complete and satisfy its rights and obligations with regard to such transaction, billing arrangement, and/or as otherwise authorized by a user.

The Company may disclose user information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Company's rights or property, other users of the Site, or anyone else that could be harmed by such activities.

Children Age 13 and Under: The Company recognizes the special obligation to protect personally identifiable information obtained from children age 13 and under. AS SUCH, IF YOU ARE 13 YEARS OLD OR YOUNGER, THE COMPANY REQUESTS THAT YOU NOT SUBMIT ANY PERSONAL INFORMATION TO THE SITE OR TO THE COMPANY. If the Company discovers that a child age 13 or younger has signed up on the Site or provided us with personally identifiable information, we will delete that child's identifiable information from our records.

The Company nonetheless encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer:

1. Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc.
2. Know the sites your kids are visiting and which sites are appropriate.
3. Look for Website privacy policies. Know how your child's information is treated.
4. Check out the FTC's site for more tips on protecting children's privacy online

Use of Cookies: Cookies are pieces of information that a website transfers to an individual's computer hard drive for record keeping purposes. Cookies make using our Site easier by, among other things, saving your passwords and preferences for you. These cookies are restricted for use only on our Site, and do not transfer any personal information to any other party. Most browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you choose to disable your cookies setting or refuse to accept a cookie, some parts of the Site may not function properly or may be considerably slower.

Company uses the following cookies on the Site:

_kjb_session: Kajabi session cookie Tracks your active admin session so you don't need to re-login

kjba: Kajabi affiliate token Tracks which affiliate has referred an offer purchase

_abv: Admin bar hidden Tracks whether the user wishes their admin previewing bar to be hidden

Malware/Spyware/Viruses: Neither the Company nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites: The Company is not responsible for the content or practices of third party websites that may be linked to the Site. The Company is also not responsible for any information that you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

Residents of the European Economic Area. If you are a resident of the European Economic Area (EEA), you have the right to request access the information we processes about you, and to request that we correct, modify, or erase that information. You also have the right to opt out of or restrict certain types of processing subject to our legitimate need to process the information as necessary to provide a service to you, any applicable legal restrictions, and our legitimate interest to comply with foreign law. If you have any questions or you would like to exercise any of these rights, please reach out to us at info@everoevents.com. We may take reasonable steps to verify your identity before granting access or making corrections.

Bulletin Boards and Chat Areas: Guests of the Site are solely responsible for the content of messages they post on the Company's forums, such as chat rooms and bulletin boards. Users should be aware that when they voluntarily disclose personal information (e.g., user name, e-mail address, phone number) on the bulletin boards or in the chat areas, that information can be collected and used by others and may result in unsolicited messages from other people. You are responsible for the personal information you choose to submit in these instances. Please take care when using these features. **Choice/Opt-Out:** The Site may provide you the opportunity to opt-in to receive communications from us at the point where we request information about you. You always have the option of removing your name from any e-mail list in order to discontinue any such future communications. In order to ensure immediate removal from any list, please follow the specific instructions set forth within the communications you receive from the Company which you no longer wish to receive. If you are unsuccessful in completing the instructions specified in any such communication, please e-mail us at [\[INSERT LEGAL EMAIL ADDRESS\]](#), including a copy of the undesired email attached to the request, and state you wish to be removed from the mailing list.

Contact Information for Complaints or Concerns: If you have any complaints or concerns about the Company or about this privacy statement, please contact:

Via email: info@everoevents.com

Information provided by you via general e-mail inquiries to the Company such as your e-mail address is used only to respond to your inquiries in the ordinary course of business, and is never shared with third parties.

Security: Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

Your Acceptance of These Terms: By using the Site, you accept the policies and restrictions set forth in this Online Privacy Policy. If you do not agree to this policy, please do not use the Site. This Online Privacy Policy may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Online Privacy Policy to which you are bound.

Last Updated: February, 2020

eVero Enterprises 2020 | All Rights Reserved | Legal