

# Terms of Service

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

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Rolehat, Inc. (hereafter referred to as "**Rolehat**", "**we**", "**us**", or "**our**") provides an online platform that connects users seeking to create projects with users seeking to join them (collectively, the "**Creators**" or "**Joiners**"), which Services are accessible at <http://www.rolehat.com> and any other websites through which Rolehat makes the Services available (collectively, the "**Site**") and as an application for mobile devices (the "**Application**"). By using the Site and Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("**Terms**"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and Rolehat. Please read carefully these Terms and our Privacy Policy, which may be found at <http://www.rolehat.com/terms>, and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Application. Failure to use the Site and Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH SERVICE PROVIDERS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR Projects (DEFINED BELOW) AND HOSTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK Projects. YOU UNDERSTAND AND AGREE THAT Rolehat IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN SERVICE PROVIDERS AND HOSTS, NOR IS Rolehat A REAL ESTATE BROKER, AGENT OR INSURER. Rolehat HAS NO CONTROL OVER THE CONDUCT OF SERVICE PROVIDERS, HOSTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY Projects, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

## Key Terms

"**Rolehat Content**" means all Content that Rolehat makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"**Collective Content**" means Member Content and Rolehat Content.

"**Content**" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"**Host**" means a Member who requests a booking of an Event via the Site, Application or Services, or a Member who books an Event and is not the Service Provider for such Event.

"**Service Provider**" means a Member who creates a Listing via the Site, Application and

Services.

“**Listing**” means a project that is listed by a project creator as available for service via the Site, Application, and Services.

“**Member**” means a person who completes Rolehat’s account registration process, including, but not limited to Project Creators and Joiners, as described under “Account Registration” below.

“**Member Content**” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

“**Tax**” or “**Taxes**” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, OR BY PARTICIPATING IN THE REFERRAL PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR TO PARTICIPATE IN THE REFERRAL PROGRAM. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

### **Modification**

Rolehat reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Commission/Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

### **Eligibility**

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited.

By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

#### How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and booking of service or purchasing of products or renting of equipment (“Projects”). Such projects are included in Listings on the Site, Application and Services by Service Providers. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Event or create a Listing, you must first register to create a Rolehat Account (defined below).

As stated above, Rolehat makes available a platform or marketplace with related technology for Hosts and Service Providers to meet online and arrange for bookings of Projects. Rolehat is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Projects, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Projects and Rolehat does not own, sell, resell, furnish, provide, manage and/or control these Service Providers. Rolehat’s responsibilities are limited to: (i) displaying listings of possible projects.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF Projects. Rolehat CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY Projects. Rolehat IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND Projects. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE HOST’S OWN RISK.

#### **Account Registration**

In order to access certain features of the Site and Application, and to book an Event or create a Listing, you must register to create an account (“**Rolehat Account**”) and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.

You can also register to join by logging into your account with certain third party social networking sites (“SNS”) (including, but not limited to, Facebook); each such account, a “**Third Party Account**”, via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your Rolehat Account with Third Party Accounts, by either: (i) providing your Third Party Account login information to Rolehat through the Site, Services or Application; or (ii) allowing Rolehat to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Rolehat and/or grant Rolehat access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Rolehat to pay any fees or making Rolehat subject to any usage limitations imposed by such third party service providers. By granting Rolehat access to any Third Party Accounts, you understand that Rolehat will access, make available and store (if applicable) any Content that you have provided to and stored in your Third Party Account (“**SNS Content**”) so that it is

available on and through the Site, Services and Application via your Rolehat Account and Rolehat Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your Rolehat Account on the Site, Services and Application. Please note that if a Third Party Account or associated service becomes unavailable or Rolehat's access to such Third Party Account is terminated by the third party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Rolehat Account and your Third Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Rolehat makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and Rolehat is not responsible for any SNS Content.

We will create your Rolehat Account and your Rolehat Account profile page for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Rolehat Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Rolehat reserves the right to suspend or terminate your Rolehat Account and your access to the Site, Application and Services if you create more than one (1) Rolehat Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Rolehat Account, whether or not you have authorized such activities or actions. You will immediately notify Rolehat of any unauthorized use of your Rolehat Account.

### **Project Listings**

As a Member, you may create Listings. To this end, you will be asked a variety of questions about the project to be listed, including, but not limited to, the name of the project, description, and first shooting date. In order to be featured in Listings via the Site, Application and Services, all Projects must have valid city. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book your Event via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Host requests a booking of your Event, the price for such booking may not be altered.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) be in compliance with all

applicable laws, Tax requirements, and rules and regulations that may apply to any Event included in a Listing you post, including, but not limited to, laws governing properties and (b) not conflict with the rights of third parties. Please note that Rolehat assumes no responsibility for a Service Provider's compliance with any applicable laws, rules and regulations. Rolehat reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Rolehat, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

You understand and agree that Rolehat does not act as an insurer or as a contracting agent for you as a Project Creator. If a Host requests a booking of your Event and stays at your Event, any agreement you enter into with such Host is between you and the Host and Rolehat is not a party thereto. Notwithstanding the foregoing, Rolehat serves as the limited authorized agent of the Service Provider for the purpose of accepting payments from Hosts on behalf of the Service Provider and is responsible for transmitting such payments to the Service Provider.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to apply for your project, including, but not limited to, requiring Members to have a profile picture or description, in order to apply for your project. Any Member wishing to book Projects included in Listings with such requirements must meet these requirements.

If you are a Project creator, Rolehat makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for your project. You acknowledge and agree that, as a Project Creator, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present on the shooting dates at your request or invitation, excluding the Host (and the individuals the Host invites to the Event, if applicable.)

Rolehat recommends that Project Creators obtain appropriate insurance for their Projects. Please review any insurance policy that you may have for your Event carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Hosts (and the individuals the Host invites to the Event, if applicable) while at your Event.

### **No Endorsement**

Rolehat does not endorse any Members or any Projects. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Site, Application and Services. We will not be responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree

not to attempt to impose liability on, or seek any legal remedy from Rolehat with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Service Provider against Rolehat regarding the remittance of payments received from a Host by Rolehat on behalf of a Service Provider, which instead shall be subject to the limitations described in the section below entitled “Limitation of Liability”.

#### Donations

Some Service Providers may pledge to donate a portion of the funds they receive from confirmed bookings made via the Site, Application and Services to a particular cause or charity. We do not control, and will not take any responsibility or liability for, whether the Service Provider does in fact make the donation he or she pledged to make.

#### Taxes

IRS regulation, regarding federal tax reporting requirements, stipulates that Rolehat must collect IRS Form W-9 from all service providers in the United States. You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your tax advisors. Rolehat cannot and does not offer Tax-related advice to any Members of the Site, Application and Services. Additionally, please note that each Service Provider is responsible for determining local indirect Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in Listings. Where applicable, or based upon request from a Service Provider, Rolehat may issue a valid VAT invoice to such Service Provider.

#### Damage to Projects

As a Host, you are responsible for leaving the shooting places and related locations for shooting including but not limited to editing rooms in the condition it was in when you arrived. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to, the Event. In the event that a property owner claims otherwise and provides evidence of damage, including but not limited to, photographs, you agree to pay the cost of replacing the damaged items with equivalent items. Both Hosts and Service Providers agree to cooperate with and assist Rolehat in good faith, and to provide Rolehat with such information and take such actions as may be reasonably requested by Rolehat, in connection with any complaints or claims made by Members relating to Projects or any personal or other property located at an Event (including, without limitation, payment requests made under the Rolehat Service Provider Guarantee) or with respect to any investigation undertaken by Rolehat or a representative of Rolehat regarding use or abuse of the Site, Application or the Services. If you are a Host, upon Rolehat’s reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Service Provider, at no cost to you, which process will be conducted by Rolehat or a third party selected by Rolehat, with respect to losses for which the Service Provider is requesting payment from Rolehat under the Rolehat Service Provider Guarantee.

If you are a Host, you understand and agree that Rolehat reserves the right, in its sole discretion, to make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused or been responsible for to an Event or any personal or other property located at an Event (including amounts paid by Rolehat under the Rolehat Service Provider Guarantee.) You agree to cooperate with and assist Rolehat in good faith, and to provide Rolehat with such information as may be reasonably requested by Rolehat in order to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Rolehat may reasonably request to assist Rolehat in accomplishing the foregoing.

### **User Conduct**

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Content. In connection with your use of our Site, Application and Services, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, Tax regulations;
- use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Content;
- use the Site, Application or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, Application, Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Rolehat Host or Service Provider;
- register for more than one Rolehat Account or register for an Rolehat Account on behalf of an individual other than yourself;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site, Application or Services;
- use the Site, Application and Services to find a Service Provider or Host and then complete a booking of an Event transaction independent of the Site, Application or Services in order to circumvent the obligation to pay any Service Fees related to Rolehat's provision of the Services;
- as a Service Provider, submit any Listing with a false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- or post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is



violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site or Application, or any individual element within the Site, Services, or Application, Rolehat's name, any Rolehat trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Rolehat's express written consent;
- access, tamper with, or use non-public areas of the Site or Application, Rolehat's computer systems, or the technical delivery systems of Rolehat's providers;
- attempt to probe, scan, or test the vulnerability of any Rolehat system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Rolehat or any of Rolehat's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or advocate, encourage, or assist any third party in doing any of the foregoing.

Rolehat will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Rolehat may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Rolehat has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the

Site, Application and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Rolehat reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Rolehat, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

### **Privacy Policy**

See Rolehat's Privacy Policy at <http://www.Rolehat.com> and for information and notices concerning Rolehat's collection and use of your personal information.

### **Ownership**

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Rolehat and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

### **Application License**

Subject to your compliance with these Terms, Rolehat grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Rolehat reserves all rights in the Application not expressly granted to you by these Terms.

### **Rolehat Content and Member Content License**

Subject to your compliance with the terms and conditions of these Terms, Rolehat grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Rolehat Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Rolehat or its licensors, except for the licenses and rights expressly granted in these Terms.

### **Member Content**

We may, in our sole discretion, permit Members to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to Rolehat a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, or by means of the Site, Application and Services. Rolehat does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Rolehat the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Rolehat's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### **Links**

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Rolehat is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Rolehat of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

### **Proprietary Rights Notices**

All trademarks, service marks, logos, trade names and any other proprietary designations of Rolehat used herein are trademarks or registered trademarks of Rolehat. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

### **Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us at [feedback@rolehat.com](mailto:feedback@rolehat.com). You acknowledge and agree that all Feedback will be the sole and exclusive property of Rolehat and you hereby irrevocably assign to Rolehat and agree to irrevocably assign to Rolehat all of your right, title, and interest in and to all Feedback, including

without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Rolehat's request and expense, you will execute documents and take such further acts as Rolehat may reasonably request to assist Rolehat to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

### **Copyright Policy**

Rolehat respects copyright law and expects its users to do the same. It is Rolehat's policy to terminate in appropriate circumstances the Rolehat Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

### **Termination and Rolehat Account Cancellation**

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Site, Application and Services, and (b) deactivate or cancel your Rolehat Account. Upon termination we will promptly pay you any amounts we reasonably determine we owe you in our discretion, which we are legally obligated to pay you. In the event Rolehat terminates these Terms, or your access to our Site, Application and Services or deactivates or cancels your Rolehat Account you will remain liable for all amounts due hereunder. You may cancel your Rolehat Account at any time via the "Cancel Account" feature of the Services or by sending an email to [terms@EventFish.com](mailto:terms@EventFish.com). Please note that if your Rolehat Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

### **Disclaimers**

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES AND PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT Rolehat DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HOSTS AND SERVICE PROVIDERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, Rolehat EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Rolehat MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY Projects, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. Rolehat MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, Projects, YOUR ACCRUAL OF Rolehat TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS,

TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES OR REFERRAL PROGRAM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Rolehat OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY SERVICE PROVIDERS OR HOSTS. YOU UNDERSTAND THAT Rolehat DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY Projects. Rolehat MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, HOSTS AND SERVICE PROVIDERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY Rolehat. NOTWITHSTANDING Rolehat'S APPOINTMENT AS THE LIMITED AGENT OF THE SERVICE PROVIDERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM HOSTS ON BEHALF OF THE SERVICE PROVIDERS, Rolehat EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY HOST OR OTHER THIRD PARTY.

### **Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY Projects VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF Rolehat WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER Rolehat NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH

THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY EVENT VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Rolehat HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE SERVICE PROVIDERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE Rolehat SERVICE PROVIDER GUARANTEE, IN NO EVENT WILL Rolehat'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY EVENT VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY EVENT OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A HOST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A SERVICE PROVIDER, THE AMOUNTS PAID BY Rolehat TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Rolehat AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to release, defend, indemnify, and hold Rolehat and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of an Event, (iii) creation of a Listing or (iv) the use, condition or rental of an Event Host by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of

any kind arising in connection with or as a result of a rental, booking or use of a Service provider and (d) your participation in the Referral Program or your accrual of any Rolehat Travel Credits.

### **Export Control and Restricted Countries**

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Site, Application and Services, you represent and warrant that (i) neither you nor your listed Event is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Rolehat does not permit Listings associated with certain countries due to U.S. embargo restrictions.

### **Accessing and Downloading the Application from iTunes**

The following applies to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"):

You acknowledge and agree that (i) these Terms are concluded between you and Rolehat only, and not Apple, and (ii) Rolehat, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Rolehat and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Rolehat.

You and Rolehat acknowledge that, as between Rolehat and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Rolehat acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Rolehat and Apple, Rolehat, not Apple,

will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You and Rolehat acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other terms of these Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

### **Reporting Misconduct**

If you stay with or Service Provider anyone who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Rolehat by contacting us with your police station and report number at [terms@EventFish.com](mailto:terms@EventFish.com); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

### **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between Rolehat and you regarding the Site, Application, Services, Collective Content, Referral Program, and any bookings or Listings of Projects made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Rolehat and you regarding bookings or listings of Projects, the Site, Application, Services, Collective Content and Referral Program.

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Rolehat's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Rolehat may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be given by Rolehat (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### **Controlling Law and Jurisdiction**

These Terms will be interpreted in accordance with the laws of the State of Massachusetts and the United States of America, without regard to its conflict-of-law provisions. You and we agree



to submit to the personal jurisdiction of a state court located in Massachusetts for any actions for which the parties **retain the right to seek** injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, **as set forth in the Dispute Resolution provision below.**

### **Dispute Resolution**

You and Rolehat agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Rolehat are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Rolehat otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [http://www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for Massachusetts residents at [http://adr.org/aaa/ShowPDF?doc=ADRSTG\\_004314](http://adr.org/aaa/ShowPDF?doc=ADRSTG_004314).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Massachusetts and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Rolehat otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Rolehat submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules.

Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator's Decision.** The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Rolehat will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

**Fees.** Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Rolehat will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

**Changes.** Notwithstanding the provisions of the "Modification" section above, if Rolehat changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [terms@EventFish.com](mailto:terms@EventFish.com)) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Rolehat's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Rolehat in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **General**

The failure of Rolehat to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Rolehat. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## **Contacting Rolehat**

If you have any questions about these Terms or any App Store Sourced Application, please contact Rolehat at [terms@EventFish.com](mailto:terms@EventFish.com).