

TERMS AND CONDITIONS OF USE

Welcome to www.localgigspot.com. This is a website dedicated to connecting musicians, performers and vendors together with the underlying aim of helping local bands and musicians find events such as weddings, parties, and festivals to spread their music.

For all users, whether registered users or visitors, we ask that you take the time to carefully read these terms and conditions in full, as your use of this website, its information, materials and services signify your agreement to these terms and conditions. You will hereafter be bound by these terms as outlined.

LocalGigSpot has the exclusive right to at any time adjust, modify or alter these terms and conditions of use without prior notice to you. We therefore ask that you occasionally check back on this page for modifications and changes to this agreement. Your use of the website after any modification and change represents your acceptance of the changes and we will take your use of the website thereafter an acceptance of this agreement.

This agreement was written in United States (US) English, and this will supersede any translated version of this agreement where there is a conflict between the English version and the translated version.

ACCEPTABLE USE OF THE WEBSITE

Localgigspot provides a platform for Localgigspot users, particularly musicians and bands to interact with vendors and for those vendors to book the musicians and their services. We are however neither vendors nor agents, and don't provide agency functions. We have no control over any user's activity on the site, with the inclusion of interactions between users.

Localgigspot makes no representations about the accuracy, quality, or safety of any service provided by a musician or the activities or transactions between any two users of group of users. Localgigspot is a neutral venue and not a broker, and you acknowledge this fact.

You are solely responsible for your interactions with other Localgigspot Users. We reserve the right, but are not obligated, to monitor disputes between users, and shall bear no liability for interactions amongst/between users, or for any user's action or inaction.

To use this website, you affirm that you are of legal age (18 years or older in the United States) and are legally able to accept this agreement and form a binding contract. If you have not attained the legal age, you must alternatively obtain parental or guardian consent to access and use this website.

DEFINITIONS

Under these terms and conditions, the following terms shall mean:

Localgigspot or Localgigspot Services: This means the features and services we make available, including through our website at www.localgigspot.com and any other Localgigspot branded or co-branded websites.

Information: This means facts and other data about you, and this will include actions taken by users and non-users who interact with Localgigspot in any way.

Content: This means anything users post, provide or share using Localgigspot Services.

We/Us: Used interchangeably, this shall refer to Localgigspot.

You: This shall refer to users of Localgigspot.

Musicians: Localgigspot users who provide musical services and are seeking to book events.

Vendors: Localgigspot users who seek to book musicians for musical services.

REGISTRATION AND ACCOUNT SECURITY

To become a user on Localgigspot, we will ask you to provide your real name and some personally identifying information as part of a registration or log-in process. Here are the rules guiding any user's registration of a Localgigspot account:

- You are prohibited from uploading any false personal information on Localgigspot.
- You must never create an account for anyone apart from yourself without our permission.
- You are limited to only one personal account. You must not attempt to create more than one. Should we disable or delete your account for any reason, you must not create another one without our permission.
- It is not permissible for you to transfer your Localgigspot account to a third party without first getting our written permission.
- You are mandated to keep all contact information, including passwords, accurate and current.
- Children under the age of 18 may not use Localgigspot.

- You must never share your password with a third party, permit others to access your account, or act in a way that might jeopardize the security of your account.
- Convicted sex offenders are prohibited from using Localgigspot in any form or manner.
- We reserve the right to remove or reclaim a username or similar identifier that you use for your account, if we believe it is appropriate to do so i.e. if a trademark owner complains about a username that does not truly relate to a user's actual name.

USERS' RULES OF CONDUCT

Because we at Localgigspot are committed to providing a friendly and problem-free online experience for all of our users, these are the rules of conduct that we require you to follow while online at Localgigspot:

- Do not attempt to circumvent the website, attempt to do so or encourage others to do so.
- Do not provide Localgigspot with inaccurate, misleading or false information.
- Do not download, store or transfer copies of streamed content.
- You are prohibited from using unauthorized automated means to gain access to the Site, or to any computer system or account connected to the website.
- Except you have our written permission to do so, you may not harvest, scrape or illegally collect information from the Site using an automated software tool or do so manually on a mass basis. This information includes that about other users of the website, as well as information regarding Localgigspot's offerings, services, products, and promotions available on or through the website.
- You must not obtain, or attempt to obtain, access to specific areas of the website or our systems that are off limits to users.
- Do not overburden the website with requests or otherwise disrupt or harm the site or its systems.
- You must not reverse engineer the website or its systems, or attempt to do so.
- Users may not restrict or hinder other users from using the site.
- Users may not post any content or act in any way that creates a risk of harm, loss, emotional distress, mental or physical injury, death, disability or disfigurement, or physical or mental illness to themselves, any other person, or to any animal.
- Manipulating or forging identifiers in order to camouflage the origin of any information posted on the site is explicitly prohibited.
- Users are not to impersonate any person, including, but not limited to, other Localgigspot members or its employees.
- We expressly prohibit spamming, chain letters and other unsolicited communications.

- Do not post any content or act in a manner that seeks to harm or exploit children by exposing them to inappropriate content and behavior, or by asking for personally identifiable details or otherwise.
- Do not upload any content or take any action that contains information, content or behavior that Localgigspot in its sole discretion deems abusive, vulgar, unlawful, obscene, harmful, ethnically or racially offensive, slanderous, infringing, invasive of personal privacy or publicity rights, distressing, humiliating, defamatory, threatening, irreverent, or otherwise harmful to Localgigspot and other users of the Site.
- You may not post any content or take any action that is false, unlawful, undermining, hassling, damaging or discriminatory, including, without limitation, discrimination due to color, race, religion, age, gender, nationality, or sexual orientation.
- Do not knowingly post any content or take any action that contains information that you know is incorrect and not up to date.
- Do not post any content or act in any way that encourages criminal conduct and offences.
- Do not upload any content that you have no right to make available due to contract, fiduciary duty or operation of law.
- You may not post any content or act in a manner that advertises or solicits business for third party products or services other than those that we offer and promote on the site.
- Do not upload content that violates regulations promulgated by the Securities and Exchange Commission, or that of any securities exchange.
- Do not post any content or willfully take any action that contains or distributes viruses, spywares, malwares, or other harmful content or code.
- You may not interfere with a Localgigspot musician's booking, or discourage vendors from hiring other Localgigspot users.
- We admonish users to carry out appropriate investigations (at their own expense) and verify the veracity of other users' claims and information before acting on information obtained from any profile or on any information that may be received by users through the use of the service. Should a user arrange any meetings with any person through the use of the service, then the user does so at his or her own risk. We advise users to take such precautions as they may deem necessary to ensure personal safety.

If you are in violation of any of the provisions of these terms, we will hold you legally responsible for any and all legal costs and losses arising out of your breach. We may also terminate your use of the website without any prior warning if you breach any of these terms.

USER CONTENT

You agree that we will regard and treat any communication or material transmitted by users to the website (either by e-mail or otherwise), including but not constrained to any information,

questions, comments, and suggestions as non-proprietary and non-confidential. You thereby grant Localgigspot the right to use anything transmitted or posted by you for any purpose, including but not restricted to reproduction, disclosure, transmission, broadcast, publication, and posting.

While any user content that you provide remains your property, you grant Localgigspot (by making available such user content) an international, continuous, transferrable, irrevocable, royalty-free license, with the rights to sub-license, modify, duplicate, make derivative works of, distribute, publicly perform, openly show, and to otherwise use such user content (otherwise known as IP content) in any way without supplementary notice to or permission from you, and without the anticipation of compensation. Except your content has been shared with others, and they have not deleted it, this license ends when you delete your IP content or your account.

You however agree that deleted IP content is similar to emptying the recycle bin on a computer, as removed content may persist in backup copies for a judicious period of time.

You hereby represent that any content and materials that you post or otherwise submit to the website yours and/or that you have the right to grant us these rights. You also represent that any content or material you upload to the website is not in violation, misappropriation or infringement of the rights of a third party, including without restriction, copyrights, trademark and/or other intellectual property rights, privacy rights, and rights of publicity.

OWNERSHIP OF SITE CONTENT AND SUBMISSIONS

Except we specifically state so to the contrary, all materials, including pictures, graphics, icons designs, video clips, written materials and all other materials found on this site are copyrighted, controlled, trademarked, or licensed by Localgigspot or by other third parties who have licensed the materials to us. These materials are all protected by US and other international copyright laws.

The Localgigspot name, our website, our logos, page headers, button icons, scripts, and service names included in or made available through www.localgigspot.com are trademarks or trade dress of Localgigspot in the US and other countries.

You may use our website and its content for personal, non-commercial use only.

You may not change, duplicate, imitate, republish, transfer, post, transmit, interpret, offer, make subsidiary works, exploit, or disseminate in any way or medium (counting email or other electronic means) any Localgigspot content unless expressly authorized in these Terms of Use or by the owner(s) of the materials.

We permit users to however download and/or print one copy of individual pages of the website for personal, non-commercial use, provided that such users retain all copyright and other proprietary notices.

MOBILE DEVICES

We provide our services on mobile devices for free. Your carrier's normal rates and fees (like text messaging and data charges) will however still apply.

If you change or deactivate your mobile telephone number, you must update your account information on Localgigspot within 2 days to ensure that we do not send your messages to the person who acquires your old number.

You provide the consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Localgigspot.

THIRD PARTY SITES

Links to third party websites abound on www.localgigspot.com. Users are advised not to take the provision of such links as a commendation of the content, products and/or services, and procedures, of those third party websites. Users' access and use of such linked sites are at their own risk.

OTHER TERMS FOR MUSICIANS

Below are other terms that musicians on the website must adhere to. By making yourself available for hire for events and other musical gigs, you accept these additional terms and agree to be bound by them.

Promotion: You may promote yourself on the Localgigspot website with the intention of attracting vendors and hirers. With the exception of promoting your band (if you belong to one), you must not use your account to promote a third party musician.

Terms of engagement: You are responsible for setting your prices and must discuss terms of engagement with any vendor that hires you. Localgigspot will not be responsible and thus cannot be held liable for any dispute between you and a hiring vendor, regarding the specific terms of your engagement.

Obligations to Vendors: Once the initial connection has been made via Localgigspot and terms of engagement has been fashioned out with vendors, you are obligated to fulfilling your own part of the agreement between you and the vendor. We will not be held responsible for your inability to fulfill your terms.

Taxes/customs and other charges: If applicable, you are responsible for declaring your own taxes to the appropriate government authorities.

Customer relations: Musicians shall be responsible for answering all gig-related questions posed by vendors and are charged with the responsibility of managing customer relations.

OTHER TERMS FOR VENDORS

By hiring a musician through Localgigspot, you as a vendor hereby agree to:

- Agree on appropriate prices and discuss terms of engagement with any musician that you hire. Localgigspot will not be responsible and thus cannot be held liable for any dispute between you and a musician, regarding the specific terms of your engagement.
- Pay the agreed upon price as documented in writing between the parties, and make payment as at when due.
- Communicate with the musician. A vendor is charged with the responsibility of communicating with a musician in respect to detailed gig description; pricing; venue; refund, and cancelation policies. You expressly agree that Localgigspot will not be held responsible for communications and details of communication between you and musician,
- Indemnify and hold Localgigspot, its related companies, officers, directors, employees and agents harmless from and against all liabilities, attorneys' fees and costs, damages, losses, costs and other expenses in relation to your use of the services made available on or through this website.

DISPUTES

All claims, cause of action or disputes arising out of this agreement will be settled exclusively in the U.S. District Court for the Northern District of California or a state court located in Orange County. You hereby agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. This agreement is governed by the laws of the State of California.

INDEMNIFICATION

You hereby affirm that you will shield, indemnify and hold Localgigspot blameless against all and any claims, fees and expenses (including but not limited to attorney costs), and all damages in connection to your use of the website.

DISCLAIMERS/LIMITATION OF LIABILITY

WHILE WE TRY TO KEEP LOCALGIGSPOT VIRUS FREE AND SAFE FOR USERS, YOU USE THE WEBSITE AT YOUR OWN RISK. WE PROVIDE LOCALGIGSPOT ON “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT PARTIAL TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

WE MAKE NO GUARANTEES TO THE SAFETY, SECURITY OR FREEDOM FROM ERROR OF LOCALGIGSPOT OR THAT LOCALGIGSPOT WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS.

WE ARE NOT RESPONSIBLE FOR THE CONTENT, ACTIONS, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU HEREBY RELEASE US, OUR MANAGERS, OFFICERS, PERSONNEL, AND AGENTS FROM ALL AND ANY CLAIMS AND DAMAGES, HEREBY KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED WITH ANY CLAIM YOU HAVE AGAINST SUCH THIRD PARTIES.

YOU WAIVE CALIFORNIA CIVIL CODE §1542 IF YOU ARE A CALIFORNIA RESIDENT, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

LOCALGIGSPOT WILL NOT BEAR ANY LIABILITY TO USERS FOR ANY LOST PROFITS OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EMERGING OUT OF OR IN RELATION WITH THIS AGREEMENT OR LOCALGIGSPOT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOCALGIGSPOT’S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, LOCALGIGSPOT'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

INTERNATIONAL USERS

If you are accessing Localgigspot from outside the United States;

- You consent to having your personal information transferred to and processed in the United States.
- For users accessing the website from countries embargoed by the United States, or on the U.S. Treasury Department's list of Specially Designated Nationals, you may not engage in any commercial activity on Localgigspot.
- You may not use Localgigspot if you are prohibited from receiving products, services, or software originating from the United States.

WAIVERS/ENFORCEABILITY

If any portion of this agreement is found to be unenforceable, the residual portion of the agreement will remain in full force and effect. You agree that our failure to enforce any part of this agreement will not be considered a waiver, as any amendment to or waiver of this agreement in full or in part must be made in writing and signed by us.

TRANSFERABLE/NONTRANSFERABLE RIGHTS

Users may not transfer any of their rights or obligations under this agreement to anyone else without our consent.

We may however freely assign all of our rights and obligations under this agreement in connection with sale of assets, merger, acquisition, or by operation of law or otherwise.

ENTIRE AGREEMENT

This agreement makes up the entire agreement between the parties regarding Localgigspot, and supersedes any prior agreements.

NO THIRD PARTY

This agreement does not confer any third party beneficiary rights.

CHANGES/AMENDMENTS

We'll inform you before we make amendments to these terms and conditions of use and give all users the opportunity to review and comment on the revised terms. We are however under no obligation to take your comment into consideration while implementing the new terms.

Your continued use of the Localgigspot Services, following notice of the changes and amendments to our terms and policies constitutes your acceptance of our amended terms, and policies.

TERMINATION

We may stop providing all or part of Localgigspot to you if you violate any terms of this agreement, or otherwise create possible legal exposure or risk for us. We will notify you by email or at the next time you attempt to access your account.

Should you decide to quit Localgigspot by yourself, you may delete your account or disable your application at any time.

PRIVACY POLICY

We are fully committed to maintaining user privacy on our website, and have designed this Privacy Policy to describe to you the use of the personal information provided us by you when you use our website. By accessing or/and using the website, you consent to be legally bound by the terms of this Privacy Policy. If you are not in full agreement with our policy, you must stop using this site immediately.

Your acceptance of this Privacy Policy means that you consent to our use of and disclosure of your personal information in accordance with the policy.

INFORMATION COLLECTION

Detailed below are the various types of information that we may obtain/gather from you:

Information provided by you: When you use our services, including signing up for an account, creating or sharing, and communicating with others, we collect the content and other information you provide. This category may include information about the content you provide, for example, the date you created a specific file or where you stored a picture. We also gather information about how you use our services, i.e. the types of content viewed by you, and the frequency and duration of your activities.

Information provided by others: We may obtain your information when other people use our services and include information about you during their use of our services, such as when they send a message to you, share a photo of you, or upload, sync or import your contact information.

Your networks and connections: Localgigspot collects information about the groups and people you are connected to and your interaction with them.

Information about payments: If you use our services for financial transactions (as allowable in some cases), we collect information about the transaction or purchase, including payment information such as credit or debit card number and other relevant card information, as well as billing, shipping and contact details.

Device information: We use a range of technologies to obtain data from your computer and/or device about your actions on our website. This information may include your computer browser information and IP address, and time. We may also collect browser and Internet-related information through access to our website, via cookies, and/or web beacons. We may associate the information we collect from your different devices, which helps us provide consistent services across your devices.

Information from third-party partners: We receive private information about you and your activities on and off Localgigspot from third-party partners when we jointly offer services or from an advertiser about your experiences or interactions with them.

HOW WE USE YOUR INFORMATION

At Localgigspot, we will only use your information to help provide for and support our services. Here are the ways we use your information:

To provide, improve and enhance our services: We use your information to better understand how you use and interact while using our services.

To provide better location information: When we have location information about you, we will use it to custom-make our services for your enjoyment, such as helping you to check-in and find offers or local musical events in your area or to inform your friends that you are nearby.

For surveys and research purposes: We conduct surveys and research, and analyze the information obtained to evaluate and improve our services, develop new features, and conduct troubleshooting activities.

To communicate with you: We will use your information to communicate with you to keep you updated about our terms and policies. We also use your information to respond to you when you contact us.

To promote safety and security: We will use your information to promote your safety and security and that of other users on and off of our Services. This we may do by investigating suspicious activities or violations of our terms or policies.

HOW WE SHARE YOUR INFORMATION

We may permit third-parties, including our authorized service providers, advertising companies, and ad networks, to place advertisements on our site. These companies may in certain cases use tracking technologies like cookies, to gather information about users who view their advertisements. Please be assured that our website does not disclose any personal detail to these third parties.

When you post on Localgigspot, you choose the audience for the post, such as a customized group of individuals, all of your friends, or members of a group. We may share your information with the people you share and communicate with on Localgigspot.

We may divulge your personal information, which may include your full name and contact address with our approved service providers that carry-out certain services on our behalf.

We may also share your information with third parties with whom you choose to let us share information.

We may also share your personal information (in reply to a subpoena, similar investigative demand, or a court order) with appropriate legal authorities/government officials if authorized to do so.

Barring these, we will under no situation knowingly sell, exchange or otherwise give your personal information to third parties.

RESPONDING TO LEGAL REQUESTS AND/OR PREVENT HARM AND DAMAGES

We may share your information in compliance with a legal request (such as a search warrant, court order or subpoena) should we in good faith believe that the law requires us to do so. You agree that this may include responding to legal requirements from jurisdictions outside of the United States.

We may share your information when we believe it is necessary to:

- to protect ourselves, you and others,
- as part of investigations;
- detect, prevent and address fraud and other illegal activity; and/or
- To prevent death or imminent bodily harm.

OUR COOKIES POLICY

At Localgigspot, we make use of "cookies" to provide a user friendly registration and log in experience and to improve your general experience. Through cookie usage, we also may collect information about your online activity on our site automatically, such as the web pages you viewed, the links you clicked, and the searches you did on our site.

Even though most browsers accept cookies automatically, you may choose to deny or accept cookies on your web browser. You will however be unable to log in or use some of the interactive features provided on our website.

PERSONALLY-PROVIDED INFORMATION WHILE USING OUR SERVICE

Our website allows users to post information about themselves and others, communicate with others, and/or upload content. As a user, you hereby agree that when you voluntarily reveal personal information on publicly-accessible web pages, such information will be obtainable publicly and can be viewed and used by others.

We advise users to exercise caution and common sense regarding uploading identifiable personal information.

YOUR CHOICE

You can manage the information and content you share when you use Localgigspot, and you can delete your account any time. We will delete things you have uploaded, such as your photos and status updates, when you delete your account,

You may also deactivate your account instead if you do not want to delete your account, but want to temporarily stop using Localgigspot.

You however understand that information that others share about you is not part of your account and will not be deleted when you delete your account.

CHANGES TO THE PRIVACY POLICY

We'll inform you before we make amendments to this privacy policy and give all users the opportunity to review and comment on the revised policy. We are however under no obligation to take your comment into consideration while implementing the new policy.

Your continued use of the Localgigspot services, following notice of the changes and amendments to our terms and policies constitutes your acceptance of our amended terms, and policies.

HOW TO CONTACT LOCALGIGSPOT WITH QUESTIONS

You can reach us via info@localgigspot.com if you have further questions about our privacy policy.