

# GROOVIN' YOU ENTERTAINMENT LTD.

## WEBSITE TERMS AND CONDITIONS

Last updated: November 25 , 2024

These Terms of Service (the “Terms” or “Terms and Conditions”) describe the Terms and Conditions of Your (“user,” “You,” “Your”) use of the Groovin’ You Entertainment Ltd. (each a “Company,” “We,” “Us,” or “Our”) website (accessible at: <https://gye.band/>). These Terms set out the rights and obligations of all users regarding the use of the Site. Please read these Terms carefully before using Our Site, as Your continued use constitutes Your agreement to these Terms. Your access to and use of the Site is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Site. By accessing or using the Site, You agree to be bound by these Terms. If You disagree with any part of these Terms, then You may not access the Site. Your access to and use of the Site is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your personal information when You use the Site and tells You about Your privacy rights and how the law protects You. Please read our Privacy Policy carefully before using Our Site.

These Terms may change as Our business grows and evolves. Any change to these Terms is made at Our sole discretion and may be made without notice to You. If We change these Terms, We will post the revised agreement to this page, and such changes will be effective immediately upon posting. If you do not agree with the changes, you shall stop using the Site. Your continued use of this Site constitutes Your legal acceptance of such changes and agreement to be bound by the modified Terms, so We recommend that You periodically review this page.

By agreeing to these Terms, You represent that You are at least the age of majority in Your place of residence, or, if You are not of the age of majority in Your place of residence, that Your parent or guardian of majority age has given You their consent for Your use of this Site.

You may not use any of Our Services, this Site, or its Content, as defined herein, for any illegal or unauthorized purpose, including, without limitation, in violation of any copyright, trademark, or other intellectual property or proprietary laws.

### **1. Interpretation and Definitions**

#### **1.1. Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **1.2. Definitions**

For the purposes of these Terms:

**Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Content** means the entire Contents, features, and functionality of the Site, including without limitation all designs, patterns, information, software, text, logos, displays, photographs, images, video, and audio, and the design, selection, graphical elements, and arrangement thereof.

**Country** refers to: The United States of America.

**Company** refers to GROOVIN' YOU ENTERTAINMENT LTD., 15 Main Street, #193 Watertown, MA 02472.

**Device** means any device that can access the Site such as a computer, a mobile device or a digital tablet.

**Services** means the live music experiences provided by Company through its world-class talent and expertly-crafted playlists.

**Site** refers to this website, accessible from <https://gye.band/>.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Site.

**Third-party Social Media Service** means any services or Content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Site.

## **2. Adults Only**

This Site is not intended for persons under the legal age of majority in Your place of residence. We do not direct this Site, any of Our Content, or Our Services at minors. If You learn that Your child has used this Site to provide us with Personal Information without Your express consent, You may alert us at [info@gye.band](mailto:info@gye.band). If We learn that We have collected any Personal Information from anyone under the legal age of majority, We will take reasonable steps to delete such information.

## **3. Services; Disclaimers**

By contacting Us for Our Services through the Site, You warrant that You are legally capable of entering into binding contracts.

We reserve the right to limit Our transactions or refuse to transact with anyone, at any time, for any or no reason, at Our sole discretion, without notice. All descriptions of the Services, the musicians, or the Services' prices are subject to change at any time, without notice, at Our sole discretion.

The Content on Our Site is provided on an "as is" basis. We make no warranties, expressed or implied, and hereby disclaim all warranties, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purposes, or non-infringement of intellectual property or other violation of third party rights. The information presented on or through the Site, including, without limitation, the Content appearing on Our Site, our Services, availability of Services and the artists, and prices of the Services, is made available solely for general information purposes and is provided for Your convenience only. We cannot guarantee and do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Site, or by anyone who may be informed of any of its Contents. We are constantly updating Our offerings on the Site. The Services available on Our Site may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding Our Services on the Site

and in Our advertising on other websites. We hereby reserve the right to change or update the information and to correct errors, inaccuracies or omissions at any time without prior notice.

This Site may include Content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other Content, other than the Content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the Content or accuracy of any materials provided by any third parties.

#### **4. Your Information**

If You wish to contact Us through Our Site by filling out the contact information in the Company “contact us” page of the Site (accessible here: <https://gye.band/contact-us>), You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your address or other personal information.

You represent and warrant that the information You supply to us is true, correct and complete.

#### **5. Content; Intellectual Property Rights**

The Site and its entire Contents are subject to these Terms and owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Subject to these Terms, You are granted personal, limited, non-exclusive and revocable license to access Our Site and to Our Content. No licenses or rights to the Content are granted to You, by implication or otherwise. We reserve all rights.

Trademarks, trade dress, service marks, and all graphical elements, including the look at feel of this Site and Content are distinctive and protected and belong to us. This Site may also contain various third party names and marks that are the property of their respective owners, and We do not claim ownership thereof.

These Terms permit You to use the Site and the Content for Your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material or Content on Our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your Web browser for display enhancement purposes.
- If We provide social media features with certain Content, You may take such actions as are enabled by such features.

You may not:

- Access or Use the Site and/or Content for any commercial purposes or for any public display, whether for commercial or non-commercial purpose.
- Reverse engineer or attempt to reverse engineer any software contained in our Site or Content.

- Modify copies of any materials or Content from this Site.
- Use any illustrations, photographs, video or audio sequences, graphics or any Content without Our prior written consent.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials and Content from this Site.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, Your right to use the Site will stop immediately and You must, at Our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Site or any Content on the Site is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

### **5.1. Trademarks**

The Company, any Company logo, and all related names, logos, product and service names, designs, products and slogans are trademarks of the Company and/or its Affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners. You may not use the trademarks to disparage us, any third party, or Our or such third party's goods or services, or in any manner that may damage any goodwill in the trademarks. You must not use any trademarks as part of a link to or from any website unless We approve of such use by prior written consent.

## **6. Prohibited Uses**

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

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

Additionally, You agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material or Content on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without Our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

#### **7. Monitoring and Enforcement; Termination**

We have the right to:

- Take any action with respect to any user, customer, and/or account holder We deem necessary or appropriate in Our sole discretion, including if We believe that such person has violated these Terms, infringed any intellectual property right or other right of any person or entity, acted contrary to applicable laws, or that threatens the personal safety of users of the Site, or the public, or could create liability for the Company.
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site or Our Services.
- Terminate or suspend Your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone associated with Your use of this Site, Your orders made through this Site, Your account and/or Your interactions with us. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### **8. Links to Other Websites**

This Site may contain links to or features from third-party websites or service providers that are not owned or controlled by us. The Company has no control over, and assumes no responsibility for, the Content, privacy policies, or practices of any third-party websites or service providers. By agreeing to these Terms, You further acknowledge and agree that the Company is not and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection

with the use of or reliance on any such Content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit or that We rely upon to provide this Site to You.

## **9. Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any or no reason whatsoever, including, without limitation, if You breach these Terms, you fail to pay any amounts due, you engage in any conduct on or off Our event properties that jeopardizes the safety of Our community or integrity, or if allowing you to access Our events would violate any applicable local, state, provincial, national, or other laws, rules and regulations. Upon termination, Your right to use the Site will cease immediately.

## **10. "AS IS" and "AS AVAILABLE" Disclaimer**

The Site is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Site, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Site will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Site, or the information, Content, and materials or products included thereon; (ii) that the Site will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or Content provided through the Site; or (iv) that the Site, its servers, the Content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

We are not liable for the acts or omissions of any third parties, including third parties that help us provide the services.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **11. Disclaimer of Warranties**

You understand that We cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our Site for any

reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **12. Limitation on Liability**

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

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **13. Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its Affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms or Your use of the Site, including, but not limited to, the Site's Content, Our Services, or Your use of any information obtained from the Site.

#### **14. Governing Law and Jurisdiction**

All matters relating to the Site and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in New York City, although We retain the right to bring any suit, action, or proceeding against You for breach of these Terms in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

#### **15. Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

#### **16. Entire Agreement**

These Terms and Our Privacy Policy constitute the sole and entire agreement between You and Company regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

#### **17. Translation Interpretation**

These Terms may have been translated if We have made them available to You on Our Site. You agree that the original English text shall prevail in the case of a dispute.

#### **18. Contact Us**

If You have any questions about these Terms and Conditions, You can contact us:

By email: [info@gye.band](mailto:info@gye.band)

By entering Your mobile/cell phone number on a sign up form, RSVP link, or ticket purchase to the Invest Fest event, You agree to receive text/email communications from Company.

#### **19. SMS Terms and Conditions**



By providing Your phone number and opting in to receive SMS communications from Company, You agree to the following terms and conditions:

1. You consent to receive SMS messages from the Company regarding your Services, consultation, bookings, promotions and updates related to Our Services. You understand that these messages may be sent using an automated system and that message and data rates may apply.
2. Data obtained from You in connection with this SMS service may include Your phone number, Your carrier's name, and the date, time and Content of Your messages, as well as other information that You provide. We may use this information to contact You and to provide the services You request from us. Notwithstanding the foregoing, We value your privacy, and any information collected in connection with this SMS service is subject to [Our Privacy Policy](#).
3. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.
4. By subscribing, You consent to receive text messages including alerts and updates. The frequency and timing of text messages will be performed in compliance with applicable laws.
5. By subscribing or otherwise using the SMS service, You acknowledge and agree that We will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.
6. To cancel Your SMS subscriptions, text STOP to any message You receive from Company. You may receive a subsequent message confirming Your opt-out request.
7. For additional help, text HELP in reply to a text message You receive.
8. The mobile carrier or service provider from whom the SMS is sent is not liable for delayed or undelivered messages.
9. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from Your mobile service operator. SMS MESSAGE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
10. United States Participating Carriers Include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.
11. Program Availability: Currently, the Program is only available to residents of the United States. You understand and acknowledge that You may not sign up for, access, or attempt to access or use the Program from countries outside of the U.S. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

Questions / Support: You can contact us at [info@gve.band](mailto:info@gve.band) at any time, from Your mobile phone, or send a text message with the word "HELP" in response to a text message You receive from Us. You may also call Our toll free support line: (646) 814-1411.