

Tenth U Inc. Terms of Use

Last Modified: 5/6/2021

Acceptance of the Terms of Use

The following terms and conditions (these “**Terms of Use**”) govern your access to and use of the products and services offered by us, the Company’s website located at www.letsbamboo.com (the “**Website**”), including any content, functionality, platforms (including without limitation app.letsbamboo.com), and services offered on or through the Website (collectively the “**Services**”), whether as a guest or as a registered user. These Terms of Use are entered into by and between you (including users who are also Hosts (as defined below)) and Tenth U Inc. (“**Company**”, “**we**”, or “**us**”).

By using the Services, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING THE SERVICES, CHECKING THE BOX NEXT TO A LINK TO THESE TERMS OF USE, OR LOGGING IN TO YOUR ACCOUNT, YOU ACCEPT THESE TERMS OF USE.

YOU MAY NOT USE THE SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (III) AT LEAST 13 YEARS OF AGE AND HAVE PERMISSION FROM AND ARE DIRECTLY SUPERVISED BY YOUR PARENT OR GUARDIAN, (C) ARE PROHIBITED FROM ACCESSING OR USING THE SERVICES BY APPLICABLE LAW, (D) ARE 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 OR ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter.

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

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service, feature, or material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part

of the Services is unavailable at any time or for any period. From time to time, we may restrict access to for visibility of some parts of the Services, or the entire Services, to users, including registered users.

You are responsible for both:

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

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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

We have the right to suspend, disable, reclaim or terminate any user, any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. The Services may change from time to time, at our discretion. We may stop providing the Services or any features within the Services at any time without notice.

Due to maintenance, security or capacity issues, and also to some events over which we may not influence (force majeure, equipment malfunction, power failures, hostile attacks, etc.), the Services may be temporarily suspended or affected. We shall use our best commercially reasonable efforts to correct any errors and minimize any disruption, inaccessibility and/or inoperability of the Services, whether scheduled or not. Where feasible, we will endeavor to provide forty-eight (48) hours advance notice to you in the event of any scheduled downtime.

Hosts

Users' relationship with any host featured or offering services and Events (as defined below) on or through the Services (each, a "**Host**") is strictly with that Host. We do not own, control, provide or offer the services or events offered or provided by the Hosts. We are not acting as an agent in any capacity for any user (including any Host). We are not involved in the Host's communications, advice, services, or any other events. While we may monitor a Host's profile and communications, we are not obliged to do so. You should exercise a high level of care and caution in your communications and interactions with any Host.

Hosts' relationship with Company is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of the Company. We do not direct or control services offered by the Hosts. Hosts have complete discretion whether and when to provide services, and at what price and on what terms to offer them.

If you are a Host, you are responsible for complying with all applicable laws, rules, regulations and third party agreements that apply to you and the services you offer. As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, income, or other taxes. Hosts are responsible for handling users' personal information in compliance with our Privacy Policy.

Prices, Payments and Purchase Terms

(a) Prices for events posted on the Services (the “**Events**”) are set by the Hosts and only a Host can authorize any discount or refund. Posted prices include applicable service and processing fees equal to 5% of the total purchase price and any additional fees as determined by the Host's agreement with Stripe (collectively, “**Fees**”), which are not refundable, even if the Host issues a refund to you. This may include monthly account fees, per-deposit fees, per-transaction fees, dispute fees, currency conversion fees, and international credit card fees. **If you make a purchase, you agree that refunds are issued at the sole discretion of Hosts. Even if the Host decides to issue a refund, you agree the Fees are nonrefundable and you will only be refunded a portion of the total amount you paid, except where prohibited by applicable law.** More information about how Fees are calculated can be found on our Website. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) When an Event is canceled by the Host, users will be notified by email. Except where prohibited by applicable law, you will either be refunded the Event fee minus the Fees or you will be allowed to have the amount credited towards a future event with the same Host, with the exception of the Fees.

(c) Hosts may modify the time of the Event, number of participants, location, description at their sole discretion. The Host may choose to allow you to attend another Event at his or her discretion.

(d) Terms of payment and eligibility for the Services are within our sole discretion, and we reserve the right to restrict or cancel purchases at our sole discretion. We accept most major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay the total purchase price and all Fees, at the time your order is accepted.

(e) If you make a purchase through the Services or authorize a Host to do so on your behalf, you agree to pay us all fees and taxes applicable to the Services you purchase. Notwithstanding the foregoing, in no event shall we be liable in the event that a user's payment method is declined or unavailable.

(f) If you purchase a subscription, you agree to recurring billing and your payment method will be charged automatically at the start of each subscription period for the fees and taxes applicable to that period. Prices are subject to change at any time in our sole discretion, and if you do not agree to any such changes, you should terminate your account before the next subscription period. To avoid future charges, you must terminate your account before the renewal date. If we are unable to effect automatic payment, we will attempt to notify you, and your account may be terminated or disabled until payment is received.

(g) If you become a “client” of a Host, you agree that the Host is authorized to register you in his or her Events or charge you for add-on services. You authorize the Host to make registrations and purchases on your behalf at his or her discretion. Your relationship with the Host is strictly with the Host and we do not act as an agent in any capacity to any user or Host. When a client relationship is established between a

user and a Host, we are not a party to that contract and we are not obliged to monitor the communications and events between the user and the Host. **BY BECOMING A CLIENT OF HOST, YOU DO SO AT YOUR OWN RISK AND AGREE TO ACCEPT ALL CHARGES ISSUED BY SUCH HOST. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY UNAUTHORIZED CHARGES.**

(h) Users may be able to add gratuity from their credit or debit card for the Hosts.

(i) Absent unforeseen circumstances, the first payout to a Host will take up to two weeks to receive, and thereafter Host will receive a payout the Monday following the scheduled date of the related Event, unless there is a processing error or a delay beyond our control.

(j) Any promotion code or offer provided by us may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Services, except where expressly stated otherwise. Unless otherwise specifically set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription purchased.

Termination

You may terminate your account at any time by emailing support@letsbamboo.com. YOU ARE SOLELY RESPONSIBLE FOR TERMINATING YOUR ACCOUNT. WE ARE NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT OR FOR ANY CREDIT CARD OR OTHER CHARGES OR FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT.

We may terminate your account or suspend your access to the Services at any time, with or without cause. Once your account is terminated for any reason, you will no longer have access to the Services or the data associated with the Services, and we may permanently delete your account and all the data associated with it. You are solely responsible for maintaining back-ups of all data stored or otherwise available on the Services.

Third Party Accounts

If you register via or otherwise integrate your account with a third-party account (including without limitation Zoom or any social media account), you authorize us to access and use certain third-party account information that is made available to us.

We may disable all or any third-party account features at any time without notice in our discretion. If your third-party account or associated service becomes unavailable or if our access to such account is terminated by the third-party service provider or otherwise, then your access to the Services may be terminated. PLEASE NOTE THAT YOUR RELATIONSHIP WITH ANY THIRD-PARTY SERVICE PROVIDER IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDER.

Limited License

These Terms of Use permit you to use the Services for your personal 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 on our Services, 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 you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will 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 Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

Removal of Content from the Services

To downgrade or deactivate your Host profile, you may do so by making the appropriate selection in your profile under “Host Info.” To delete your profile, account, or other materials from the Services please contact us at support@letsbamboo.com.

Prohibited Uses

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

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them or anyone else 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 of Use.
- 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 or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services (including the Hosts), or expose them to liability or to inappropriate conduct.

Additionally, you agree not to:

- Use or distribute the services provided by the Host in a way that the Host prohibits.
- Request, make, or accept any payment outside of the Services to avoid paying fees, taxes or for any other reason.

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

User Contributions

The Services may contain message boards, personal web pages or profiles, ratings, reviews, and other interactive features (collectively, "**Interactive Services**") that allow users (including Hosts) to post, submit, publish, display, broadcast, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Services.

All User Contributions must comply with these Terms of Use. Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to use, host reproduce, sell, resell, publish, modify, perform, curate, transform, translate, display, distribute, prepare derivative works of, and otherwise disclose to third parties any such material, and to grant and authorize sublicenses of the foregoing, in any and all media or distribution methods now known or later developed.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contribution you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

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

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contribution for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including to edit or re-categorize any User Contribution or to take appropriate action if we believe that any User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services, or in the event that we believe it is necessary to do so in order to protect your safety or the safety of others.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS, AND OTHER USERS (INCLUDING HOSTS), 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.

However, we do not undertake to review material before it is posted on or via the Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, Events, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the events described in this section.

You may deactivate your account at any time by deactivating your Host profile on the platform, emailing support@letsbamboo.com to delete, and discontinuing your use of the Services.

Content Standards

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

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

Written Notification. We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (“**DMCA**”). If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information (to be effective, the notification must be in writing and provided to our Copyright Agent):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material that you claim is infringing is located;
4. your address, telephone number, and, if available, email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

DMCA Agent. Our agent for notice of claims of copyright or other intellectual property infringement can be reached via email at support@letsbamboo.com, by phone at (845) 533-2909, or via regular mail at the following address: 429 West Broadway, 3s Weber, New York, NY, 10012, Attention: Copyright Agent.

Reliance on Information Posted

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

The Services include content provided by third parties, including materials provided by Hosts and other users. 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.

Changes to the Services

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

Information About You and Your Use of the Services

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

Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links to other user's social media accounts and personal websites. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or mobile applications linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party services.

Geographic Restrictions

Access to the Services may not be legal by certain persons or in certain countries, and the Services are not intended to be accessed in any jurisdiction or by any person that would be contrary to any applicable law or regulation. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. 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 SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES, OR ON ANY WEBSITE LINKED TO THE SERVICES.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES 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 SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER OR SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR

THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES 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.

HOST SERVICES AND EVENTS DISCLAIMER

WITHOUT LIMITING ANY OTHER DISCLAIMER CONTAINED IN THESE TERMS OF USE, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SERVICES AND/OR ANY EVENT IS SUITABLE FOR YOU OR WILL MEET YOUR PERSONAL NEEDS, (II) REGARDING THE ADEQUACY OR SAFETY OF ANY EVENT, RECOMMENDATION, OR OTHER OFFERING BY ANY HOST OR (III) THAT THE SERVICES AND/OR ANY EVENT, OR ANY ASPECT THEREOF, WILL BE AVAILABLE OR PERMITTED IN YOUR JURISDICTION.

THE PRODUCTS AND SERVICES OFFERED BY THE HOST THAT ARE MADE AVAILABLE VIA THE SERVICES ARE PROVIDED BY THIRD PARTIES, NOT THE COMPANY. ALTHOUGH THE COMPANY MAY MONITOR THE EVENTS AND COMMUNICATIONS OF THIRD PARTIES USING OUR SERVICES, WE HAVE NO OBLIGATION TO DO SO. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR USE OF THE SERVICES OR PARTICIPATION IN ANY EVENT, IS SOLELY AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY OR MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF, IN CONNECTION WITH OR WITH RESPECT TO THE SERVICES AND/OR EVENTS, HOSTS OR OTHER USERS.

IN NO EVENT SHALL WE BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH YOUR ATTENDANCE, USE OF OR PARTICIPATION IN AN EVENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY INCLUDING ANY HOST OR OTHER USER. WE ARE NOT AN AGENT OF ANY HOST OR ANY OTHER THIRD-PARTY.

THE COMPANY MAKES NO CLAIMS, REPRESENTATIONS OR GUARANTEES THAT THE SERVICES PROVIDE A HEALTH, FITNESS, MENTAL HEALTH, EDUCATIONAL, INSTRUCTIONAL, OR ANY OTHER BENEFIT. ANY INFORMATION COMMUNICATED ON THE SERVICES IS PROVIDED SIMPLY FOR YOUR CONVENIENCE AND SOLELY FOR INFORMATIONAL PURPOSES. ANY ADVICE OR INFORMATION AVAILABLE ON THE SERVICES IS INTENDED FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE. WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY CONSEQUENCES OF YOUR USE OF THE SERVICES AND YOU ASSUME FULL RESPONSIBILITY FOR YOUR DECISIONS AND ACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATION OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, OR SUITABILITY FOR ANY PURPOSE OF THE ADVICE, OTHER MATERIALS AND INFORMATION COMMUNICATED AS PART OF THE SERVICES, INCLUDING WITHOUT LIMITATION BY THE HOSTS. WE ARE NOT A HEALTH CARE, MENTAL HEALTH CARE, MEDICAL, EDUCATIONAL OR INSTRUCTIONAL PROVIDER.

BEFORE PARTICIPATING IN A PHYSICAL EVENT OR RECEIVING ANY HEALTH-RELATED ADVICE, YOU MUST SEEK THE ADVICE OF A PHYSICIAN OR OTHER MEDICAL PROFESSIONAL. YOUR USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP OR A FIDUCIARY DUTY OF ANY KIND WHATSOEVER BETWEEN YOU AND US OR BETWEEN YOU AND ANY HOST.

CHILDREN UNDER AGE 18 YEARS OLD MUST HAVE THE CONSENT OF THEIR PARENT OR GUARDIAN PRIOR TO PARTICIPATING IN THE SERVICES, INCLUDING INTERACTING WITH HOSTS OR REGISTERING FOR EVENTS ON THE SERVICES.

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 SERVICES, ANY WEBSITES, SERVICES OR MOBILE APPLICATIONS LINKED TO THEM, ANY CONTENT ON THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

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

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 of Use or your use of the Services, including, but not limited to, your User Contributions or any Events you offer through the Services, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use and our Privacy Policy 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).

Dispute Resolution and Binding Arbitration

(a) **YOU AND THE COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

(b) **ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION LOCATED IN NEW YORK COUNTY, NEW YORK USA.**

(c) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect. (The AAA Rules are available at https://www.adr.org/sites/default/files/Consumer_Rules_Web_1.pdf or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

(d) The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

(e) You agree to an arbitration on an individual basis. In any dispute, **YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

Opting Out. You can opt out of this arbitration provision within 30 days of the date that you agreed to these Terms of Use. To opt out, you must send your name, address, username, the email address or phone number associated with your account, and a clear statement that you want to opt out of this arbitration agreement to support@letsbamboo.com.

If for any reason, a claim proceeds in court rather than arbitration, the claim shall be resolved exclusively in the state and federal courts located in New York County, New York, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such courts.

Exceptions to Arbitration

The following claims may be brought in court: violations of our Terms of Service or efforts to interfere with the Services or engage with the Services in unauthorized ways.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE THAT ARISES OUT OF OR RELATES TO THESE TERMS OF USE, OUR PRIVACY POLICY, OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE

OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use 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 of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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 of Use will continue in full force and effect.

Entire Agreement

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

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: support@letsbamboo.com.