

TERMS OF USE

Your access to and use of the Site or other Service is also subject to the Terms of Use.

CONTACT INFORMATION

Creating With Friends,
1952 Stanhope Road

Dundalk, MD 21222

Creating With Friends, TERMS OF USE

Thank you for purchasing your public Creating With Friends (“CWF”) ticket(s) (the “Ticket”)! These Terms of Use (the “Terms”) govern your use of the CWF Service, as well as the use of the Ticket, including all features of CWF’s website (the “Website”), user experience, all content associated therewith (collectively the “CWF Service” or “Service”). When you or the person for whom you have purchased the Ticket eventually utilize the Ticket you/they will sign up for a CWF event (the “Event”) and will then be bound by the Event’s own set of terms and conditions. By using, visiting, or browsing the CWF Service, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you should not use the CWF Service, including the Website, and you should not purchase the Ticket.

These Terms are also a resource for you to get a deeper understanding of how the CWF Service works, including the kinds of data collected, how bills are processed, how CWF interacts with you and other useful details about the CWF Service. CWF hopes you enjoy your CWF experience.

DEFINITIONS

You, Your

All references herein to “you” or “your” shall mean and refer to the person who purchased the Ticket, and includes any persons that eventually utilize the Ticket to attend the Event.

Event

The term “Event” means the Event you or the person for whom you purchased the Ticket utilizes the Ticket to attend.

Payment Method

The term “Payment Method” means the method of your payment for the Ticket that you indicated during your purchase of the Ticket.

Venue

The term “venue” shall mean the location where the Event will take place.

Website

The term “Website” shall mean the website hosted by CWF: WWW.CREATINGWITHFRIENDS.COM (and all pages contained therein).

Ticket

The term “Ticket” shall mean a revocable license or licenses which you or a person for whom you have purchased the Ticket may utilize to attend the Event, and includes any gift Ticket purchased.

Work(s) of Art

The term “Work of Art” or “Works of Art” shall include any painting, drawing, sketch, project or other depiction or representation uploaded to the Website or otherwise exhibited, in any manner, in the CWF Library.

HOW THE CWF SERVICE WORKS

CWF is an entertainment service that will provide an evening of creative entertainment project instruction at the venue.

CWF reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how CWF operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the Service will always work, as CWF is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

Availability

The availability of CWF events at particular venues will change from time to time and could potentially change on the day of the Event. The availability of a specific artist/instructor at the Event may change at CWF’s sole discretion. While CWF will endeavor to make the artist/instructor you have signed up for available for the Event, the artist/instructor may change at CWF’s sole discretion without notice to you.

Materials Provided.

CWF will provide all paints, canvasses, brushes, easels, aprons, other necessary materials to complete the project (“Equipment”) for the Event. While CWF maintains quality control over the materials it uses, the quality of the paint, canvasses, brushes, easels, aprons, other materials, and artist may vary from event to event, and venue to venue, and may be affected by a variety of factors.

End result

CWF makes no representations or warranties about the quality of any creative entertainment project or individual experience at the Event. Every creative entertainment project will be unique, and the expectation that your creative entertainment project will be a facsimile of the creative entertainment project depicted on the Website is patently absurd.

Start Time

CWF will make every effort to begin the instruction at the designated start time and complete the instruction in under two hours. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and CWF makes no representation as to the exact amount of instruction time at the Event.

Capacity Limitations

You may not be able to attend the Event due to capacity limitations of the venue where the Event takes place. CWF recommends that you arrive at the venue at least 30 minutes prior to the start of the Event.

CBF Creative entertainment projects

CBF may change which creative entertainment project will be presented at the Event and may make such change without notice to you.

DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE CBF SERVICE, CBF'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CBF SERVICE, AND YOUR EVENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CBF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CBF SERVICE, CBF'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CBF SERVICE, AND YOUR EVENT. CBF DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE CBF SERVICE, CBF'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CBF SERVICE, AND YOUR EVENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT CBF MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE CBF SERVICE AND YOUR EVENT, INCLUDING OTHER FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. CBF SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF TPS, CBF CREATIVE ENTERTAINMENT PROJECTS, AND EQUIPMENT. Without limiting the foregoing, CBF assumes no liability or responsibility for any of the following (except in the case of gross negligence or willful misconduct on the part of CBF): (i) errors or omissions in the content delivered by the CBF Service or on the CBF Website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the CBF Service and/or Website or user interfaces; (iv) delivery and or display of any content contained on the CBF Website, or otherwise through the CBF Service; and (v) any losses or damages arising as a result of or related to your Event, the provision of TPS at your Event, the consequences of the provision of TPS at your Event, or otherwise through the CBF Service itself, including any losses or damages arising from the CBF Service, Website, Equipment, your Event, or TPS. CBF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF SATISFACTORY QUALITY OF YOUR PROJECT. In addition, CBF does not represent or warrant that the information accessible via the Website is accurate, complete or current. CBF does not make any representations with respect to the content contained on events from the CBF Service or the descriptions of any event content contained on CBF's Website and user interfaces. CBF does not represent or guarantee that your use of the CBF Service will be free from interruption, and CBF disclaims any liability with respect thereto. No oral or written information or advice given by CBF or CBF's authorized representative shall create a warranty or otherwise constitute a representation binding upon CBF.

IN NO EVENT SHALL CBF, OR ANY OF ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, LICENSEES, EVENT INSTRUCTORS, EVENT ASSISTANTS, SUBSIDIARIES, PARENT COMPANIES, AND SUCCESSORS OR ASSIGNS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE CBF SERVICE, THE WEBSITE, TPS, YOUR EVENT, AND ALL CONTENT ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE CBF SERVICE, AND FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO CIRCUMSTANCE SHALL CBF'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES OR

LOSSES ARISING FROM THE CWF SERVICE, CWF'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CWF SERVICE, AND YOUR EVENT EXCEED THE MAXIMUM OF THE TICKET PRICE FOR THE EVENT.

INTELLECTUAL PROPERTY

The Creating With Friends logo and CreatingWithFriends.Club are trademarks or service marks of CWF. The Website, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of CWF. The trademarks, service marks and trade dress of CWF may not be used or reproduced without prior written approval from CWF and may not be used in connection with any product or service that is not affiliated with CWF, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of CWF, or in any manner that disparages or discredits CWF. Other trademarks that appear on the Website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CWF. Any images of persons or personalities contained on the Website are not an indication or endorsement of CWF or any particular product or our service unless otherwise indicated.

You agree that CWF is and shall remain the sole owner of all rights, title, and interest in and to any and all Works of Art, and that you shall only have the limited right to utilize a Work of Art for your Event and/or the promotion of an Event, and for no other purpose. At the conclusion of your Event, you may take your own creative entertainment project with you.

You acknowledge that you do not have, acquire or retain any rights to any such Works of Art after the end of your Event (or after repeat Events utilizing the same Work of Art).

You acknowledge that any photographs taken at your Event by CWF, any instructor, assistant, or CWF's licensee ("Licensee") or the agent or employee of a Licensee, which photographs depict in any manner the artwork, the set-up of your Event, the participants or instructors or staff at your Event, you, or the equipment, materials, supplies or marketing materials related to CWF in any way shall become the property of CWF, may not be reproduced or utilized except as authorized by CWF, and that CWF is free to use all such materials at CWF's sole and absolute discretion, including photoshopping and/or altering any portions of any such photographs.

ENTERTAINMENT AND SERVICE CONTENT

CWF provides entertainment and reserves the right to display and promote the filmed or photographed entertainment or other information through the Service, including the Website and user interfaces, such as Social Media Accounts, to you and others in any manner CWF chooses in its sole and absolute discretion. In addition, the Service allows you and other third parties to post reviews or comments concerning the entertainment distributed by CWF on Social Media Accounts. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Service are those of the respective authors or producers and not of CWF, or its members, directors, officers, employees, attorneys, affiliates, licensees, subsidiaries, parent companies, successors, or assigns. Under no circumstances shall CWF, or its members, directors, officers, employees, attorneys, affiliates, successors, or assigns be held liable for any loss or damage caused by your reliance on information obtained through the Service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Service.

USE OF INFORMATION SUBMITTED

CWF is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to CWF ("Feedback"), including responses to questionnaires or through postings to the CWF Service, including the Website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the CWF Service. CWF may also share your information with third parties for purposes of CWF's business. Furthermore, by posting any Feedback on the Website, submitting Feedback to CWF, or in responding to questionnaires, you grant CWF a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media of any kind now existing or developed in the future.

Please note CWF does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content in any media to materials or ideas transmitted to CWF. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against CWF, its members, directors, officers, employees, attorneys, affiliates, licensees, subsidiaries, parent companies, successors, or assigns regarding the use of such materials and ideas, even if materials or ideas are used that are substantially similar or identical to the material or idea you sent.

SERVICE TESTING

From time to time, CWF tests various aspects of the Service, including the Website, user experience, service levels, plans, promotions, features, availability of venues, delivery, and pricing, and CWF reserves the right to include you in or exclude you from these tests without notice.

CUSTOMER SERVICE

If you need assistance, you may find answers and reach Customer Service at any time at info@CreatingWithFriends.com. Also you can visit CWF's FAQ page at www.CreatingWithFriends.Club where you will find answers to many frequently asked questions.

YOUR CONDUCT WHEN ACCESSING THE CWF SERVICE

By accessing the CWF Service, including the Website, you agree to use the CWF Service, including all features and functionalities associated therewith, the Website and user experience and all content associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You also agree not to interfere with the instructors, Event assistants, customers or anyone connected to any portion of the CWF Service, or to violate any of the procedures, policies or regulations of establishments or venues connected to the CWF Service. You also agree not to impersonate any other person while using the CWF Service, conduct yourself in a vulgar or offensive manner while using the CWF Service, or use the CWF Service for any unlawful purpose.

LINKS AND PAGES

Some of the hyperlinks on the Website may lead to other websites or other content that are not controlled by, or affiliated with, CWF. In addition, other websites may link to the CWF website or CWF may include links to the websites of businesses, including those that have associations with CWF

through certain programs. These pages may provide links to third parties. CWF has not reviewed these websites and you agree that CWF is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites. You acknowledge and agree that CWF is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, their products or the contents on their websites. These linked websites have separate and independent privacy statements, notices and terms of use, which CWF recommends you read carefully.

PROMOTIONS WITH TICKET CODES

Promotional codes may be redeemed on the Website. Promotional codes can only be used once and cannot be redeemed for cash, resold or combined with any other offers. A valid Payment Method will be required when you redeem the promotion code. CWF will bill your Payment Method automatically. Promotional codes may not be used in conjunction with your gift Ticket purchase.

ARBITRATION AGREEMENT

You and CWF agree that any dispute, claim, action, or controversy arising out of or relating in any way to the CWF Service, including the Website, user interfaces, these Terms, the Ticket you purchase, and the Event shall be determined by binding arbitration instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to limited review by courts. Arbitrators may award the same damages and relief that a court can award. You, including all Event attendees for whom or who actually utilize the Ticket purchased by you (“Event Attendees”), and CWF agree that MD Gen. Laws c. 251, et seq., governs the interpretation and enforcement of this provision, and that you and CWF are waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and the conclusion of the Event.

If you elect to seek arbitration, you must first send to CWF, by certified mail, a written notice of such claim (“Notice”). The Notice to CWF must be addressed to: General Counsel, CWF, 1952 Stanhope Rd, Dundalk, MD 21222. The Notice must state the basis of such claim, including all facts related to such claim, all witnesses to such claim, and a complete statement of the damages such claim seeks, including a description of how such damages are calculated.

YOU, INCLUDING ALL EVENT ATTENDEES, AND CWF AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and CWF agree otherwise, the arbitrator may not consolidate more than one person’s claims with another person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

GOVERNING LAW AND VENUE

The Terms and the policies and procedures set forth on the Website and any and all disputes between you, including all Event Attendees, and CWF shall be governed in accordance with the laws of the

Commonwealth of Maryland, without regard to conflict of laws principles, and, as necessary the laws of the United States of America.

You, including all Event Attendees, and CWF agree that any proceeding involving any dispute, claim, action, or controversy arising out of or in connection with your purchase of your Ticket shall be arbitrated, as set forth in Section XXII hereof, solely and exclusively in the Commonwealth of Maryland, Baltimore County, before either (i) JAMS arbitration service, (ii) the American Arbitration Association, or (iii) such other arbitrator as may be agreed to by you and CWF in writing.

This Governing Law and Venue provision shall survive termination of these Terms and the conclusion of the Event.

In the event the agreement to arbitrate is held to be invalid or unenforceable, which decision shall be made by the arbitrator only, you and CWF agree that any action or proceeding involving any dispute arising out of or in connection with your Event, these Terms or the policies and procedures set forth on the Website shall be brought only in the Commonwealth of Maryland, and you and CWF hereto irrevocably consent and submit to the exclusive jurisdiction within the Commonwealth of Maryland in respect of any such proceeding before (i) the federal District Court for the District of Maryland, located in Baltimore, Maryland or (ii) the Maryland Superior Court, Baltimore County.

WAIVER OF RIGHTS

The failure of CWF at any time or times to demand strict performance of any of the terms, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and CWF may at any time demand strict and complete performance of said terms, covenants and conditions.

SIGNIFICANCE OF HEADINGS

Section headings contained within these Terms are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of these Terms. Accordingly, in case of any question with respect to the construction of these Terms, it is to be construed as though such section headings have been omitted.

SEVERABILITY

If any provision of these Terms is held to be unenforceable or illegal, such provision shall be severed from these Terms, and all other provisions set forth herein shall remain in full force and effect.

NO ADVERSE CONSTRUCTION

You agree that in the event of any ambiguity in these Terms, there will not be any adverse construction against either you or CWF on the grounds that CWF drafted these Terms.

SURVIVAL

Both your and CWF's obligations in these Terms, which by their nature, have significance after the conclusion of the purchase of your Ticket and attendance at the Event, shall survive the termination or expiration of these Terms and the conclusion of the purchase of your Ticket and attendance at the Event.

AUTHORITY

You represent and warrant that you have the full right, power, and authority to enter into these Terms on behalf of yourself and any Event Attendees.

FURTHER ASSURANCES

You agree that you shall, at the request of CWF, execute and deliver such documents, certificates, and other writings, and take such other actions as may be necessary or desirable, to accomplish the goals of these Terms.

FORCE MAJEURE

Neither you nor CWF shall be liable for the failure to perform any of the obligations here under (other than the payment of money) during any period in which such performance is delayed by fire, flood, earthquake, other natural disaster, war, embargo, riot or the intervention of any government authority, provided that the party that is unable to perform immediately notifies the other party of such inability.

ELECTRONIC TRANSACTIONS

You agree to conduct transactions, including, but not limited to the purchase of your Ticket and the acknowledgement of these Terms and future transactions, by electronic means.

DEFENSE AND INDEMNITY

You agree to defend, indemnify, and hold CWF harmless with respect to (i) all disputes, claims, actions, or controversies related in any way to the purchase of your Ticket and (ii) all disputes, claims, actions, or controversies related in any way to any Event Attendees' attendance of the Event, and that such defense and indemnity shall include all expenses, costs, liabilities, judgments, awards, and attorneys' fees incurred by CWF that are related to such circumstances.

Creating With Friends, LLC TERMS OF USE FOR PRIVATE EVENTS

Thank you for signing up for your private CWF LLC ("CWF") event (the "Event")! These Terms and Conditions (the "Terms") govern your use of the CWF Service, as well as the use of the CWF Service by all Event Attendees, including all features of CWF's website, user experience, all content associated therewith, and your Event (collectively the "CWF Service" or "Service"). By using, visiting, or browsing the CWF Service, you accept and agree to be bound by these Terms.

These Terms are also a resource for you to get a deeper understanding of how the Creating With Friends Service works, including the kinds of data collected, how bills are processed, how CWF interacts with you and other useful details about the CWF Service. CWF hopes you enjoy your CWF experience.

DEFINITIONS

You, Your

All references herein to "you" or "your" shall mean and refer to the person or entity signing up for the Event, the person or entity for whose benefit the Event is being held, and all Event Attendees, whether the term "including all Event Attendees" is set forth next to "you" or "your" herein or not.

Event

The terms “Event” and/or “Private Event” mean the event you have contracted with CWF to hold.

Event Attendees

The Term “Event Attendees” means all individuals who will be attending the Event.

Payment Method

The term “Payment Method” means the method of your payment for the Event that you indicated during your registration for your Event.

Venue

The term “venue” shall mean the location where the Event will take place.

Website

The term “Website” shall mean the website hosted by CWF: WWW.CreatingWithFriends.CLUB (and all pages contained therein).

Ticket

The term “Ticket” shall mean revocable license or licenses which you or a person for whom you have purchased the Ticket may utilize to attend the Event.

Work(s) of Art

The term “Work of Art” or “Works of Art” shall include any painting, drawing, sketch, project or other depiction or representation uploaded to the Website or otherwise exhibited, in any manner, in the CWF Library.

HOW THE CWF SERVICE WORKS

CWF is an entertainment service that will provide you with an evening of creative entertainment project instruction at the venue.

CWF reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how CWF operates the Service. Any description of how the CWF Service works should not be considered a representation or obligation with respect to how the Service will always work, as CWF is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

Choice of Artist.

While CWF will endeavor to make the artist/instructor you have requested available for the Event, the availability of a specific artist/instructor at the Event may change at CWF’s sole discretion without notice to you.

Materials Provided.

CWF will provide all paints, canvasses, brushes, easels, required supplies and aprons (“Equipment”) necessary to accommodate the number of Event Attendees that you have selected. To the extent there will be in excess of twenty Event Attendees, you must inform CWF of the number of projected Event Attendees at least 2 weeks in advance of the Event, in order to allow for the proper number/amount of supplies to be at the Event.

While CWF maintains quality control over the materials it uses, the quality of the paint, canvasses, brushes, easels, aprons, necessary supplies and artist may vary from event to event, and venue to venue, and may be affected by a variety of factors.

End result.

CWF makes no representations or warranties about the quality of the creative entertainment project of Event Attendees or the individual experiences of Event Attendees. Every creative entertainment project will be unique and the expectation that any creative entertainment project created at the Event will be a facsimile of the creative entertainment project depicted on the Website is patently absurd.

Start Time.

CWF will make every effort to begin the instruction at the designated start time and complete the instruction in under two hours. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and CWF makes nonrepresentation as to the exact amount of instruction time at the Event.

Capacity Limitations.

The venue may have capacity limitations for the Event. CWF will confirm that the venue you choose has capacity for the number of guests you originally schedule for the Event. You must provide a final headcount to CWF at least 48 hours prior to your Event. To the extent you increase the number of Event Attendees after you originally schedule the Event, there may not be enough space to accommodate the increased number. CWF recommends that you arrive at the venue 30 minutes prior to the start of the Event.

CWF Creative entertainment projects.

CWF will work with you to select an appropriate project. CWF may change what creative entertainment project will be created on a particular night and may make such change without notice to you.

UNAUTHORIZED USE

CWF creative entertainment projects are developed by, and for, CWF. With the exception of your creative entertainment project at the Event, you may not copy or reproduce CWF creative entertainment projects or any portion thereof, and you may not sell, lease or distribute any reproduction of any CWF creative entertainment project, including the creative entertainment project that you paint at your Event. Any unauthorized uses of CWF creative entertainment projects are strictly prohibited. Each Event Attendee may take the creative entertainment project they created at the Event with them at the conclusion of the Event.

PRIVACY POLICY

Any personally identifying information submitted through the CWF Service is subject to CWF's Privacy Policy, the terms of which are incorporated herein by reference.

By using the CWF Service, you are expressly and/or impliedly consenting to receive communications, electronic or otherwise, from CWF. For example, CWF may send you newsletters about new CWF features, special offers, promotional announcements and customer surveys via email or other methods.

For CWF's Canadian customers, your express and/or implied consent begins from the moment you utilize the CWF Service, and lasts until you (a) inform CWF that you no longer wish to receive such communications or (b) two years, whichever period is shorter. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply email info@CreatingWithFriends.Club and ask to be removed from such future correspondence. You may also contact CWF by regular mail at 1126 Baker Ave, Gwynn Oak, MD 21207 USA.

In addition, you consent to receiving electronic communications from CWF. These communications will include notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information), and information concerning or related to the CWF Service. These communications are part of your relationship with CWF and you receive them as part of the CWF Service. You agree that any notice, agreements, disclosure or other communications that CWF sends to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

CWF will not sell your email address to any third party.

PROMOTIONS

CWF promotions may not be utilized in conjunction with any Private Event. Only Event Attendees approved by you may attend your Event.

BILLING

The CWF Private Event fee is

\$225 minimum deposit for minimum of 5 people and \$35 for each additional person up to 10 with a 5% admin fee.

\$225 minimum deposit and total balance of \$300 for group of 10 with \$30 for each additional person with a 5% admin fee.

\$300 minimum deposit and total balance of \$575 for a group of 20 with \$25 for each additional person with a 5% admin fee.

Ticket fees and charges are fully earned upon payment. CWF will require the \$225/\$300 to confirm your Event. If you have over the minimal number of attendees, CWF will charge the balance once the final headcount is established at least 48 hours in advance of your Event. Your payment is refundable (as a credit towards a future event) if you cancel more than 15 days before the Event, but in such case you may only reschedule your Event once. Payment is not refundable if your Event is cancelled within 15 days of the Event.

By purchasing a CWF ticket to your Event, you are expressly agreeing that CWF is authorized to charge you a ticket fee at the then current rate, and any other charges you may incur in connection with your use of the CWF Service to the Payment Method you provided during registration. Please note that prices and charges are subject to change with notice.

As used in these Terms, “billing” shall indicate either a charge or debit, as applicable, against your Payment Method. The ticket fee will be billed on the day you purchase the ticket and not on the day of the Event.

You acknowledge that the final bill for your Event may be more than the amount indicated when you registered, depending on the number of Event Attendees that participate in the Event. For example, if your Event ticket provides that up to twenty-five Event Attendees may participate in the Event, and if there are more than twenty-five Event Attendees, you will be charged an additional fee based on the number of additional Event Attendees in excess of twenty-five, and you authorize CWF to charge your Payment Method for such additional amounts.

CWF may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email.

Once you have been charged a set amount, the fee will not change, except in circumstances where the number of Event Attendees exceeds the number you paid for when you registered.

RIGHT TO TERMINATE

CWF reserves the right to terminate or restrict your use of the CWF Service, without notice, for any or no reason whatsoever.

END USER LICENSE AGREEMENT

BY USING THE CWF SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE CWF END USER LICENSE AGREEMENT FOUND HERE AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE CWF ACTIVITIES AND RELATED THIRD-PARTY. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the events or materials used in connection with our service nor do we warrant that operation of our service.

SOCIAL MEDIA

You can connect CWF to your Facebook or other social media accounts (“Social Media Accounts”). If you choose to connect your account with any Social Media Accounts, you will be able to take advantage of various social features CWF may already have, or will be creating, as part of the CWF Service, as well as features available on Facebook. These features will be designed to share information with others - the essence of social media. For example, our friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on CWF) that you're a CWF customer as well as what you've painted, eaten or had to drink, and who you attended the Event with, and other information about your use of the CWF Service. You'll also be able to see similar information about your Facebook friends who are connected with CWF. In addition, CWF may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and “Likes.” Please pay careful attention to your Facebook Connect settings in “Your Account” as well as your Privacy Settings in your Social Media Accounts which will impact this feature and may give you some control over the information that is shared and with whom it is shared.

BY CONNECTING THE CWF ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE RELEVANT SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNTS). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR CWF ACTIVITY, TO BE SHARED IN THIS MANNER, PLEASE CONTACT CWFAT SUPPORT@CREATINGWITHFRIENDS.CLUB TO HAVE YOUR INFORMATION REMOVED.

CWF and social media companies are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms.

CUSTOMER REVIEWS

CWF encourages you to post reviews of your Events through the CWF Service. CWF reserves the right to promote, reject, remove or edit such content at any time without notice to you. Reviews should not be posted that contain the following: (i) harsh, profane or discriminatory language, (ii) illegal, obscene, threatening, defamatory or otherwise objectionable content, (iii) URLs, phone numbers, mailing or e-mail addresses, or personal attacks on CWF's creative personnel, (iv) misleading information regarding the origin of the content, or (v) discussion of CWF policies or services. You understand and agree that CWF may, but is not obligated to, review the content of any review and may delete or remove it (without notice to you) in CWF's sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, CWF WILL DISPLAY YOUR RATING OF YOUR EVENT. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF YOUR EVENT, TO A PUBLIC FORUM, INCLUDING OTHER CUSTOMERS OF, AND VISITORS TO, THE CWF SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW AN EVENT FEATURE.

The review an event feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

AGE RESTRICTION

The CWF Service may only be used by children under the legal drinking age where your Event is held if the venue where your Event is held permits children to be present. It is up to you to check with the venue in advance of your Event to determine whether children will be permitted to attend your Event. CWF is not responsible in any manner if a person or persons under the legal drinking age where the Event is being held attend the Event. In the event CWF or its licensee discovers that an Event attendee is under the legal drinking age in the venue where your Event is held, and the venue does not permit such persons, CWF or its licensee will refuse to offer instruction to any underage individual, regardless of whether that individual has a Ticket to the Event. Although CWF is not under any obligation to ensure that any of your Event Attendees are of the legal drinking age where your Event is held, CWF has the right to request that you present a valid form of identification demonstrating your age, in which circumstance you agree that you will comply with such request.

VENUE

At the Event, you may encounter third-party services (“TPS”), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and CWF is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage charges.

SUCH TPS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY CWF.

Some of these TPS may even use CWF trademarks in connection with your Event. CWF is not responsible for and does not endorse the content of such TPS. You will need to make your own independent judgment regarding your interaction with these TPS. By using such TPS, you acknowledge and agree to the following:

- (i) your use of any TPS may cause personally identifying information, such as a photo, to be publicly disclosed and/or associated with you, even if CWF has not provided such information, and
- (ii) your use of any TPS IS AT YOUR OWN OPTION AND RISK. You agree to indemnify and hold CWF harmless for the sharing of information or the receipt of TPS relating to your Event that results from your use of any TPS. You further agree to indemnify and hold CWF harmless from all claims involving or relating to the provision of TPS. If you have any questions, concerns, complaints, or claims about a particular TPS, you should contact the support or contact personnel of the particular TPS provider and not CWF, unless otherwise indicated by CWF. CWF DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF TPS. You agree to defend and indemnify CWF for any and all claims made as the result of the provision of TPS At your Event.

DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE CWF SERVICE, CWF’S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CWF SERVICE, AND YOUR EVENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CWF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CWF SERVICE, CWF’S WEBSITE, AND ALL CONTENT ASSOCIATED THERE WITH, ANY OTHER FEATURES ASSOCIATED WITH THE CWF SERVICE, AND YOUR EVENT. CWF DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE CWF SERVICE, CWF’S WEBSITE, AND ALL CONTENT ASSOCIATED THERE WITH, ANY OTHER FEATURES ASSOCIATED WITH THE CWF SERVICE, AND YOUR EVENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT CWF MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE CWF SERVICE AND YOUR EVENT, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. CWF SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF TPS, CWF CREATIVE ENTERTAINMENT PROJECTS, AND EQUIPMENT.

Without limiting the foregoing, CWF assumes no liability or responsibility for any of the following (except in the case of gross negligence or willful misconduct on the part of CWF): (i) errors or omissions in the content delivered by the CWF Service or on the CWF Website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the CWF Service and/or Website or user interfaces; (iv) delivery and or display of any content contained

on the CWF Website, or otherwise through the CWF Service; and (v) any losses or damages arising as a result of or related to your Event, the provision of TPS at your Event, the consequences of the provision of TPS at your Event, or otherwise through the CWF Service itself, including any losses or damages arising from the CWF Service, Website, Equipment, your Event, or TPS. CWF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF SATISFACTORY QUALITY OF YOUR CREATIVE ENTERTAINMENT PROJECT. In addition, CWF does not represent or warrant that the information accessible via the Website is accurate, complete or current. CWF does not make any representations with respect to the content contained on events from the CWF Service or the descriptions of any event content contained on CWF's Website and user interfaces. CWF does not represent or guarantee that your use of the CWF Service will be free from interruption, and CWF disclaims any liability with respect thereto. No oral or written information or advice given by CWF or CWF's authorized representative shall create a warranty or otherwise constitute a representation binding upon CWF.

IN NO EVENT SHALL CWF, OR ANY OF ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR YOUR EVENT ATTENDEES FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE CWF SERVICE, THE WEBSITE, TPS, YOUR EVENT, AND ALL CONTENT ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE CWF SERVICE, AND FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO CIRCUMSTANCE SHALL CWF'S TOTAL LIABILITY TO YOU OR ANY EVENT ATTENDEES FOR ANY DAMAGES OR LOSSES ARISING FROM THE CWF SERVICE, CWF'S WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE CWF SERVICE, AND YOUR EVENT EXCEED THE MAXIMUM OF THE TICKET PRICE FOR THE EVENT.

INTELLECTUAL PROPERTY

Creating With Friends is a registered trademark of Creating With Friends, LLC. The CWF logo and CreatingWithFriends.Club, are trademarks or service marks of Creating With Friends, LLC. The Website, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of CWF, LLC. The trademarks, service marks and trade dress of CWF may not be used or reproduced without prior written approval from CWF and may not be used in connection with any product or service that is not affiliated with CWF, in any manner that is likely to cause confusion among customers or the public at large, in any manner or that dilutes the rights of CWF, or in any manner that disparages or discredits CWF. Other trademarks that appear on the Website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CWF. Any images of persons or personalities contained on the Website are not an indication or endorsement of CWF or any particular product or our service unless otherwise indicated.

You agree that CWF is and shall remain the sole owner of all rights, title, and interest in and to any and all Works of Art, and that you shall only have the limited right to utilize a Work of Art for your Event and/or the promotion of an Event, and for no other purpose. At the conclusion of your Event, you may

take your own creative entertainment project with you. You further agree that you will not reproduce, copy, or otherwise distribute for profit the image you painted (or any reproduction thereof).

You acknowledge that you do not have, acquire or retain any rights to any such Works of Art after the end of your Event (or after repeat Events utilizing the same Work of Art).

You acknowledge that any photographs taken at your Event by CWF, any instructor, assistant, or CWF's licensee ("Licensee") or the agent or employee of a Licensee, which photographs depict in any manner the artwork, the set-up of your Event, the participants or instructors or staff at your Event, you, or the equipment, materials, supplies or marketing materials related to CWF in any way shall become the property of CWF, may not be reproduced or utilized except as authorized by CWF, and that CWF is free to use all such materials at CWF's sole and absolute discretion, including photoshopping and/or altering any portions of any such photographs.

ENTERTAINMENT AND SERVICE CONTENT

CWF provides entertainment and reserves the right to display and promote the filmed or photographed entertainment or other information related to your Event through the Service, including the Website and user interfaces, such as Social Media Accounts, to you and others in any manner CWF chooses in its sole and absolute discretion. In addition, the Service allows you and other third parties to post reviews or comments concerning the entertainment distributed by CWF on Social Media Accounts. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Service are those of the respective authors or producers and not of CWF, or its members, directors, officers, employees, attorneys, affiliates, successors, or assigns. Under no circumstances shall CWF, or its members, directors, officers, employees, attorneys, affiliates, successors, or assigns be held liable for any loss or damage caused by your reliance on information obtained through the Service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Service. You and all Event Attendees permit CWF to use any and all images, filmed, photographed, or otherwise, in CWF's sole and absolute discretion, and waive any and all claims related to any such usage by CWF.

USE OF INFORMATION SUBMITTED

CWF is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to CWF ("Feedback"), including responses to questionnaires or through postings to the CWF Service, including the Website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the CWF Service. CWF may also share your information with third parties for purposes of CWF's business. Furthermore, by posting any Feedback on the Website, submitting Feedback to CWF, or in responding to questionnaires, you grant CWF a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media of any kind now existing or developed in the future. Please note CWF does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content in any media to materials or ideas transmitted to CWF. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against CWF, its members, directors, officers,

employees, attorneys, affiliates, successors, or assigns regarding the use of such materials and ideas, even if materials or ideas are used that are substantially similar or identical to the material or idea you sent.

SERVICE TESTING

From time to time, CWF tests various aspects of the CWF Service, including the Website, user experience, service levels, plans, promotions, features, availability of venues, delivery, and pricing, and CWF reserves the right to include you in or exclude you from these tests without notice to you.

CUSTOMER SERVICE

If you need assistance, you may find answers and reach Customer Service at any time at info@CreatingWithFriends.Com. You may also visit CWF's FAQ page at www.CreatingWithFriends.Club where you will find the answers to many frequently asked questions.

YOUR CONDUCT IN ACCESSING THE CWF SERVICE

By accessing the CWF service, including the Website, you agree to use the CWF Service, including all features and functionalities associated there with, the Website and user experience and all content associated there within accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You also agree not to interfere with the instructors, customers or anyone connected to any portion of the CWF Service or to violate any of the procedures, policies or regulations of establishments connected to the CWF Service. You also agree not to impersonate any other person while using the CWF Service, conduct yourself in a vulgar or offensive manner while using the CWF Service, or use the CWF Service for any unlawful purpose.

LINKS AND PAGES

Some of the hyperlinks on the Website may lead to other websites or other content that are not controlled by, or affiliated with, CWF. In addition, other websites may link to the Website or CWF may include links to the websites of businesses, including those that have associations with CWF through certain programs. These pages may provide links to third parties. CWF has not reviewed these third party websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these third party websites. You acknowledge and agree that CWF is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites. These linked websites have separate and independent privacy statements, notices and terms of use, which should be read carefully.

ARBITRATION AGREEMENT

You, including all Event Attendees, and CWF agree that any dispute, claim, action, or controversy arising out of or relating in any way to the CWF Service, including the Website, user interfaces, these Terms, the Ticket you purchase, and the Event shall be determined by binding arbitration instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to limited review by courts. Arbitrators may award the same damages and relief that a court can award. You, including all Event Attendees, and CWF agree that Mass. Gen. Laws c. 251, et seq., governs the interpretation and enforcement of this provision, and that you, including all Event Attendees, and CWF are waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and the conclusion of the Event.

If you, or any Event Attendees, elect to seek arbitration, you must first send to CWF, by certified mail, a written notice of such claim ("Notice"). The Notice to CWF must be addressed to: General Counsel, CWF, 1952 Stanhope Rd, Dundalk, MD 21222. The Notice must state the basis of such claim, including all facts related to such claim, all witnesses to such claim, and a complete statement of the damages such claim seeks, including description of how such damages are calculated.

YOU, INCLUDING ALL EVENT ATTENDEES, AND CWF AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and CWF agree otherwise, the arbitrator may not consolidate more than one person's claims with another person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

GOVERNING LAW AND VENUE

The Terms and the policies and procedures set forth on the Website and any and all disputes between you, including all Event Attendees, and CWF shall be governed in accordance with the laws of the Commonwealth of Maryland, without regard to conflict of laws principles, and, as necessary the laws of the United States of America.

You, including all Event Attendees, and CWF agree that any proceeding involving any dispute, claim, action, or controversy arising out of or in connection with your purchase of your Ticket shall be arbitrated, as set forth in Section XX hereof, solely and exclusively in the Commonwealth of Maryland, Baltimore County, before either (i) JAMS arbitration service, (ii) the American Arbitration Association, or (iii) such other arbitrator as may be agreed to by you and CWF in writing.

This Governing Law and Venue provision shall survive termination of these Terms and the conclusion of the Event. In the event the agreement to arbitrate is held to be invalid or unenforceable, which decision shall be made by the arbitrator only, you and CWF agree that any action or proceeding involving any dispute arising out of or in connection with your Event, these Terms or the policies and procedures set forth on the Website shall be brought only in the Commonwealth of Maryland, and you and CWF hereto irrevocably consent and submit to the exclusive jurisdiction within the Commonwealth of Maryland in respect of any such proceeding before (i) the federal District Court for the District of Maryland, located in Baltimore, Maryland or (ii) the Maryland Superior Court, Middlesex County.

WAIVER OF RIGHTS

The failure of CWF at any time or times to demand strict performance of any of the terms, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and CWF may at any time demand strict and complete performance of said terms, covenants and conditions.

SIGNIFICANCE OF HEADINGS

Section headings contained within these Terms are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of these Terms. Accordingly, in case of any question with respect to the construction of these Terms, it is to be construed as though such section headings have been omitted.

SEVERABILITY

If any provision of these Terms is held to be unenforceable or illegal, such provision shall be severed from these Terms, and all other provisions set forth herein shall remain in full force and effect.

NO ADVERSE CONSTRUCTION

You agree that in the event of any ambiguity in these Terms, there will not be any adverse construction against either you or CWF on the grounds that CWF drafted these Terms

SURVIVAL

Both your and CWF's obligations in these Terms, which by their nature, have significance after the conclusion of the Event, shall survive the termination or expiration of these Terms and the conclusion of the Event.

AUTHORITY

You represent and warrant that you have the full right, power, and authority to enter into these Terms on behalf of yourself, the person or entity for whose benefit the Event is being held, and all Event Attendees.

FURTHER ASSURANCES

You agree that you shall, at the request of CWF, execute and deliver such documents, certificates, and other writings, and take such other actions as may be necessary or desirable, to accomplish the goals of these Terms.

FORCE MAJEURE

Neither you nor CWF shall be liable for the failure to perform any of the obligations hereunder (other than the payment of money) during any period in which such performance is delayed by fire, flood, earthquake, other natural disaster, war, embargo, riot or the intervention of any government authority, provided that the party that is unable to perform immediately notifies the other party of such inability.

ELECTRONIC TRANSACTIONS

You agree to conduct transactions, including, but not limited to the purchase of your Event Ticket and the acknowledgement of these Terms and future transactions, by electronic means.

DEFENSE AND INDEMNITY

You, including all Event Attendees, agree to defend, indemnify, and hold CWF harmless with respect to (i) all disputes, claims, actions, or controversies related in any way to the purchase of your Ticket and (ii) all disputes, claims, actions, or controversies related in any way to any Event Attendees' attendance of the Event, and that such defense and indemnity shall include all expenses, costs, liabilities, judgments, awards, and attorneys' fees incurred by Creating With Friends, that are related to such circumstances.