



Adore Publishing LLC Terms of Use

Last Revised October 29, 2018

These Terms of Use ("Agreement") describe the terms and conditions (the "Terms") applicable to your use of the services of Adore Publishing LLC ("Adore" or "We"), available at www.AdoreWeddingsLV.com, as well as any other websites owned and/or operated by Adore (collectively, the "Site"). By using the Site, you signify your acceptance of these Terms. If you do not agree to these Terms, please do not use this Site. We reserve the right to amend these Terms from time to time without notice. All modified terms and conditions shall take effect immediately after posting to the Site. We encourage you to review this page periodically because any changes will be binding on you. This Agreement may not be modified, amended, and/or changed by you in any manner.

1. Adore is a Neutral Venue. Adore is an innovative community and marketplace for the wedding industry. Adore is not a wedding product or service provider, wedding vendor or an agent representative. Adore members ("Members") include prospective brides and grooms, newlyweds and their Wedding guests (collectively, "Wedding Members") and companies and other third parties offering products and services related to Weddings ("Vendor Members"). We and the Site function solely as a neutral venue and digital clearinghouse where Wedding Members and Vendor Members may connect for a particular type of service or product. We are not involved in or a party to the actual transaction between Members. As a result, We have no control over the existence, quality, accuracy, safety, or legality of the transactions that take place on our Website, the accuracy of listings, the ability of Wedding Vendors to provide items or perform services, the ability of Wedding Members to pay for any goods and services, and we make no representations or warranties and are not liable or responsible for the actions or inactions of Members or Vendor Members. Adore does not endorse any particular Vendor Member.

Wedding Members: You acknowledge the following: Adore does not provide any of the products or services advertised or offered by Vendor Members. We do not endorse any Vendor Member, nor do We guarantee the quality of their goods or services. Any and all communications, correspondence, verbal or written, or any warranties or representations, made with regard to products and services offered through the Adore venue are not provided by us and are specifically and solely between you and the Vendor Member. Any transaction you enter into with a Vendor Member is strictly between you and the Vendor Member, and Adore is not a party to that transaction. Any dispute you have with a Vendor Member is between you and the Vendor Member, and We will not be a party to that dispute, except regarding your use of the Site.

We use techniques to help verify the identity of Wedding Vendors when they register for memberships on our Site; however, Adore cannot and will not guarantee each service provider's identity; capabilities, or that it has obtained all required permits, licenses or consents or that it complies with all applicable laws. In addition, We cannot guarantee that information provided by or about Vendor Members on the Site is accurate. You should use

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Adore as a starting point for identifying vendors to provide the products and services you need for your wedding, then conduct your own research to ensure that vendors you choose to do business with are appropriate for you. You acknowledge that participation in certain programs, when and if available, may under certain circumstances result in Vendor Members receiving contact information for you in accordance with the terms and conditions governing these programs.

Vendor Members: You acknowledge the following: Adore will not endorse you or your products or services. We are in no way responsible for assisting you in reaching an agreement with Wedding Members; nor are We responsible for assisting you in providing goods and services to Wedding Members. While all Wedding Members are required to give us accurate information about themselves, We cannot and will not verify this information or guarantee the ability of Wedding Members to complete payment for any of the products or services you provide. Any transaction you enter into with a Wedding Member is strictly between you and the Wedding Member, and Adore is not a party to that transaction. You are responsible for obtaining all permits, licenses and consents necessary to deliver your goods or services and complying with all applicable laws. Any dispute you have with a Wedding Member is between you and the Wedding Member, and We will not be a party to that dispute. Vendor Members must list the true and correct name of their business on the Site and if there is a change to that business name, the Vendor Member must promptly update Adore and may need to provide additional documentation for proof of name change. After Adore and the Vendor Member have terminated their relationship, Adore shall be entitled to retain all basic directory information, including, without limitation, business name, mailing address, website address and telephone number.

2. Membership. Membership to Adore is available only to entities and individuals at least 18 years of age who can form legally binding contracts under applicable law. Our services are not available to minors or to temporarily or indefinitely suspended Members. Membership in Adore is void where prohibited. Your Adore membership may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. If you are registering as an individual, you represent and warrant that you are at least 18 years of age and are able to enter into a legally binding contract. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" refer to that company or other entity. Members who engage in the sale of goods and services must have a valid business operations license, as applicable. By joining Adore, you agree to (i) provide us with accurate, complete information about yourself and to update this information as needed; (ii) abide by all of the terms and conditions of this Agreement; (iii) safeguard your username and password; and (iv) be responsible for all activity of your membership account. In addition, in the event you contact Adore via telephone, you understand, acknowledge and agree that such phone conversations may be recorded. "Basic," "Free Trial," "Lite," or other unpaid vendor memberships may be offered by Adore periodically. These unpaid vendor memberships do not guarantee any advertising placement or other benefits. Adore reserves the right to modify the terms of or cancel any such unpaid vendor memberships.



3. Prohibited Activities. Visitors to and Members of the Site may not:

- Create an account in another's name
- Create more than one account
- Use another's account
- Impersonate another person or entity
- Use the Site to break the law or applicable regulations, encourage others to do so, or offer instructions on how to do so
- Offer to provide products or services that violate any applicable law, statute, ordinance or regulation (collectively "Laws"), or offer any products or services in a manner that violates any Laws
- Conduct any type of sweepstakes, promotion or contest without posting official rules
- Collect or harvest information about Site Members, including but not limited to use of robots, spiders, or similar means
- Use information on the Site to send unsolicited email to Members
- Do anything that interferes with or places an undue burden on the Site (as determined by Adore in our sole discretion)
- Use the Site if your membership has been temporarily or permanently suspended or revoked
- Include promotional text or endorsements in Member's storefront name or Member storefront picture(s)
- Violate any terms of this Agreement

Adore reserves the right to suspend the membership of any Member or Vendor Member and/or cancel the contract of any Vendor Member who engages in offensive and detrimental behavior, including behavior that shocks, insults, or offends the community and public morals and decency, including through making racist, discriminatory, or offensive comments on Adore properties and elsewhere or by taking actions that would tend to reflect poorly on Adore.

4. Additional Terms and Conditions; Product Changes. You acknowledge and agree that We have the sole discretion to set forth and post additional terms and conditions for your use of the Site at various places throughout the Site. You agree that those additional terms and conditions shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, you expressly agree that if there is any conflict between those additional terms and conditions and the Terms set forth herein, the additional terms and conditions shall govern. Adore retains the right to revise its product and/or service offerings, including the tools made available to you, at any time for any reason including without limitation to comply with any applicable law or regulation.

5. Fees.

Wedding Members: There are currently no fee-based services for a large portion of the Adore services. Adore may offer optional fee-based functionality/services, which may include services provided by third parties and your use of such functionality/services shall be subject to any applicable additional terms and conditions which



may include the third parties' terms and conditions. Your credit card will not be charged unless and until you agree to use that fee-based functionality/service and/or to incur a charge with Adore. The fee and timing of payments for the fee-based functionality/service will be described separately as part of the applicable fee-based functionality/service.

Wedding Vendors: Vendor Members with valid Vendor Accounts may opt into paid services ("Premium Services"). Adore may list the prices for these Premium Services on the Site, but it reserves the right to change these prices and to offer discounts and temporary promotions.

Charged in error. In the event you believe that Adore has charged you in error, you must contact Adore Member Services at sarah@AdoreWeddingsLV.com within 90 days after such charge. No refunds will be given for any charges which are more than 90 days old.

6. Authorization to Credit and Debit Accounts. If applicable, based on the various optional fee-based programs, You irrevocably and expressly authorize Adore to debit or credit, as applicable, any monies to the account that you have identified for Adore. You agree that it is your responsibility to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Site. You agree that if you do not maintain a valid, non-expired card on file with us during any billing attempt, you may be subject to interest and penalties as enumerated below. You irrevocably and expressly authorize Adore to withhold any monies and/or debit any monies from any account that you have identified to Adore for any charge backs, fees, costs, deductions, adjustments and any other amounts owed to Adore. We reserve our rights to all actions and remedies in connection with any monies owed to Adore. You will indemnify, defend and hold us harmless for any claims, demands or causes of actions that We take toward any identified account pursuant to this Section.

7. Unpaid Fees. If, for any reason, any fees you owe Adore have not been received or in any manner realized by Adore ("Unpaid Fees"), you agree to pay such Unpaid Fees immediately. In addition, Adore may charge interest, in the amount of 2.0% per month (or the maximum amount allowed by law), on any unpaid account balance that you maintain. Any partial payments made by Members will first be applied to the most recent fees owed to Adore, including interest. Adore reserves the right to waive or reduce the amount of any Unpaid Fees, penalties, or interest at any time. You also agree to pay any attorney fees, and other costs of collection incurred by us with respect to any Unpaid Fees. You also consent and authorize us, in our sole discretion, to make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. Notwithstanding the foregoing, Adore agrees that it will not charge any late fees or interest to a Member's credit card.

8. Protection of Intellectual Property Content. The Adore Site contains or uses copyrighted material, inventions, know how, potentially patentable business method material, design logos, phrases, names, logos, HTML code and/or other computer code and/or scripts (collectively, "Intellectual Property Content"), all of which,



unless otherwise indicated and/or provided pursuant to a third party license, are our sole property, and We retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this Site, including but not limited to its color combinations, sounds, layouts and designs. You agree and acknowledge that your use of this Site does not confer upon you any license or permission to use our (or any third party's) Intellectual Property Content. You shall not reproduce, modify, display, sell, or distribute the Intellectual Property Content, including but not limited to Submitted Information (as defined below) contributed by you or any other Member, or use our Intellectual Property Content in any other way for public or commercial purposes. All other trademarks, service marks and copyrights are held by their rightful owners. You may not frame or link to the Site without our prior written permission.

The Site contains trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by us, including but not limited to ADORE, Adore Weddings LV and the ADORE logo. Unless otherwise agreed to in writing, you agree that no right, property, license, permission or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and you shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. You shall not utilize the Marks or any similar marks in any manner that would diminish their value or harm their reputation. You shall not use or register any domain name, trademark or service mark that is identical to or similar to any of the Marks.

9. DMCA Notice.

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials from the Site by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number



and, if available, e-mail address).

- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

sarah@AdoreWeddingsLV.com or mail to:

Adore Publishing LLC

Attn: Legal Department

2110 Church Road, Bethlehem, PA 18015

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.



Completed Counter-Notices should be sent to:

sarah@AdoreWeddingsLV.com or mail to:

Adore Publishing LLC

Attn: Legal Department

2110 Church Road, Bethlehem, PA 18015

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

10. Disputes Among Members; Release. You are solely responsible for your interactions with other Adore Members, and We are not party to any such disputes. We reserve the right, but have no obligation, to monitor disputes between you and other Members. You agree to release Adore, its officers, directors, agents, and employees from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any disputes between you and any third parties or in any way related to goods, services, or events involving third parties. If you are a California resident, you waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

11. Reporting violations. The Adore Site is self-policed by the Adore community. Adore members are encouraged to report texts/content that do not comply with this Agreement. This information will then be sent to Adore for investigation. If the violation is deemed legitimate by Adore staff in its sole discretion, either a warning, suspension or membership termination may be issued to the violating member. You agree not to report any content that you do not in good faith believe is inappropriate.

12. Information You Submit. The Site offers the opportunity for Members to submit information for use on the Site, to share information with other Members as part of the Adore Community (the "Community"), Vendor Member advertisements and listings, and other means (any information submitted to the Site through any of these means, "Submitted Information"). By using these functions, you agree to abide by the terms of this Agreement. Adore reserves to itself the right but does not have the obligation to monitor posts made to the Community and other Submitted Information. Members are solely responsible for the content of their Submitted Information.

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Our Site acts as a passive conduit for any and all communication and/or distribution of information, and We do not control the Submitted Information of Adore Members. We cannot and will not evaluate and We are not responsible for the accuracy, reliability, completeness, veracity or suitability of any Submitted Information or for verifying the identity of the submitting Member. Like any information you obtain through the Internet, you should verify Submitted Information before acting upon it. Adore is not responsible for any losses you may incur as a result of relying on Submitted Information, even if We were advised of the possibility of such losses.

By posting Submitted Information to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Adore an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Submitted Information for any purpose and in any format on or in connection with the Site, the Adore business, or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Submitted Information, and to grant and authorize sublicenses of the foregoing. You acknowledge that Adore may retain archived copies of your Submitted Information and may continue to use your Submitted Information in connection with any materials that were created prior to your removal of your Submitted Information, in accordance with the license described above.

Furthermore, by posting Submitted Information, you expressly represent and warrant the following: (i) you are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that you post on the Site; or (ii) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. You furthermore represent and warrant that all persons and entities connected with the Submitted Information, and all other persons and entities whose names, voices, photographs, likenesses, works, services and materials have been used in the Submitted Information or its exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the Submitted Information and the rights granted herein. In the event that your photographer or other party has any intellectual property rights to or in your Submitted Information, you confirm you have received their consent to post the Submitted Information, to the extent required.

You agree that your Submitted Information:

- Will not contain your personal information that you do not wish to be made public or to be displayed in accordance with the applicable settings that you indicate.
- Will not contain another person's personal information or otherwise invade another's privacy
- Will not violate or possibly cause us to violate any applicable law, statute, ordinance or regulation
- Will not violate the terms of this Agreement
- Will not infringe any third party's intellectual property rights including but not limited to copyright, patent or trademark rights

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- Will not contain obscene, lewd, or suggestive content and or pornography
- Will not be libelous, threatening, harassing, racist, or defamatory. This specifically includes making legal claims of any sort about Adore employees, agents, other members, or the Site
- Will not contain the proprietary information of another person or entity
- Will not contain any computer hardware or software, viruses, Trojan horses, worms, spyware, or any other computer programming that may interfere with the operation of our Site or our systems and or create or impose a large burden or load on our Site or systems
- Will not scan or test the vulnerability or security of our Site or the system within which it operates
- Will not be used for commercial or public purposes outside of the requirements of this Agreement. Specifically, your Submitted Information may not be used to advertise the products or services of others and may not contain links to third-party web sites.
- Will not create liability for Adore in any manner whatsoever
- Will not involve the upload, or insertion of, any programming language or code into or onto, our Site

You further agree not to impersonate another Member or attempt to disguise or conceal the author of any Submitted Information. We reserve the absolute right, but do not have the obligation, to remove or restrict any Submitted Information for any reason or no reason at all, including but not limited to Submitted Information you post to the Site that is in violation of this Agreement or is otherwise inappropriate, as determined in Adore's sole discretion. In addition, we reserve the right to terminate Members who violate these rules.

You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information. You assume legal responsibility for and will indemnify us from, all damages incurred as a result of any of your Submitted Information.

13. Coupons. We may allow you to receive promotional coupons ("Coupons") that may be used to purchase goods and services from third parties ("Coupon Vendors"). In no event shall We be responsible for providing the goods and/or services indicated in a Coupon. We shall have no liability for the goods and/or services provided under a Coupon. You agree to look solely to the Coupon Vendor for the goods and/or services to be provided; therefore, the Coupon Vendors are responsible for any damages, claims or liabilities, including, but not limited to, injuries and property damages. You hereby release Us and our affiliates, officers, directors, employees, shareholders, agents from and you waive, and release us and our officers, directors, employees and agents from, any and all claims, causes of action, damages, liabilities, costs, and attorneys' fees and expenses whatsoever, known or unknown, arising out of the goods and/or services provided in connection with the Coupons. Additional terms and conditions may be contained on each Coupon. Any violation of the Coupon terms and conditions will make the Coupon void. We are not responsible for lost or stolen Coupons. The combination of a Coupon with other coupons or offers is at the sole discretion of the Coupon Vendors. Coupons are not redeemable for cash. Only one Coupon per redemption. A Coupon is automatically void if prohibited by law. A Coupon may not be used for alcohol, tips, taxes, and any other statutory limitations. Any Coupon credit for use of the Coupon for less than its face value shall be at the sole discretion of the Coupon Vendor, unless otherwise required by law. You



acknowledge and agree that Adore may stop (permanently or temporarily) providing the Coupons to you or to users generally at Adore's sole discretion, without prior notice to you.

14. Tools; Changes to Site. The Site offers several tools to Members (collectively, "Member Tools"), some of which are provided by third parties. Adore is not responsible for the availability, suitability or effectiveness of any of these Member Tools, whether provided by a third party or not. In addition, We are not responsible for any data you lose as a result of a malfunction of the Member Tools or the Site or for any other reason or any consequential damages resulting from such data loss. You should ALWAYS keep a back-up copy of all such information on your computer and in hard copy. Adore reserves the right to modify or discontinue any Member Tools or other services provided on the Site at any time without warning. Vendor Members may use or purchase Premium Services from Adore. Additional terms relating to availability and security of Vendor Terms may be specified in the Terms of Purchase for the Premium Services; otherwise the terms in this Terms of Use shall apply to the use of the Premium Services.

15. Privacy. Please see our Privacy Policy to learn about how we treat information We gather from you. Please be aware that Members, including Vendor Members, are not bound by our Privacy Policy except as specified therein. Therefore, you should carefully safeguard your personal information and check with Vendor Members to see how they treat information they gather from you.

16. No Agency. You hereby agree and acknowledge that your provision of services and/or your use of the Site, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between you and us. In no event shall you have authority to bind, commit, contract for, or otherwise obligate Adore in any manner whatsoever.

17. Right to Reject or Remove Members. We reserve the absolute right to reject your participation, or remove you from your current participation, in the Adore Site at any time and for any reason or for no reason and without notice to you. Actions that may result in the rejection or removal of your participation can include, but are not limited to: any violation of the Terms of this Agreement; your creation, maintenance and/or management of more than one account; your non-payment in full any Unpaid Fees; any attempt by you to improperly influence, or cause another to improperly influence the feedback of Members; your unethical conduct, to be determined at our sole discretion; or any attempt by you to harass, or cause another to harass, or have inappropriate communications with a Member.

18. Petition for Reinstatement. Upon your removal from the Site, you may petition for reinstatement. Your petition for reinstatement must include the following: (i) a written statement as to why you should be reinstated and (ii) your contact information. Your Petition will be reviewed at our discretion and any determination as to your reinstatement will be based on our sole judgment. Your submission of a petition does not, in any manner,



guarantee, that you will be reinstated and We specifically disclaim any and all representations with respect to any such guarantee. We will contact you as to our decision to reinstate you. We are not obligated to give you any reason or basis as to our decision. You understand that any decision as to reinstatement may be a simple, yes or no. All decisions are final.

19. Confidentiality/Non-Disclosure. As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, We may disclose to you or you may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited and will be vigorously challenged in a court of law. All obligations contained herein shall survive the termination of this Agreement. Furthermore, you acknowledge that our information is proprietary, confidential and extremely valuable to us, and that We would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that We shall be entitled to injunctive relief.

20. Record Keeping/Audit. We reserve the right to keep all records of any and all communications between you and other Members for administration purposes.

21. Submissions. We always want to receive messages and feedback from Adore Members and welcome any comments regarding the Site. However, please be aware that any ideas, suggestions comments or proposals you send to Adore (collectively, "Submissions") are non-confidential, shall become the sole property of Adore, and you hereby assign all right, title and interest in such Submissions. To the extent Submissions cannot be assigned to Adore, you hereby grant and agree to grant to Adore all rights needed for Adore to incorporate and commercialize the Submissions at no charge or encumbrance to Adore and you agree that Adore may disclose the Submissions to any third party in any manner and you agree that Adore has the ability to sublicense all Submissions in any form to any third party without restriction. Adore shall own all rights therein, including all intellectual property rights. Adore shall be entitled to use and/or disseminate the Submissions in any manner and for any purpose whatsoever, commercial or otherwise, without compensation or credit to you.

22. Remedies. Remedies for use of our Site that violate this Agreement include, but are not limited to, the immediate termination of your membership, notifying our Members of your actions, issuing a warning (including a public warning), temporarily suspending your membership, monetary compensation, and injunctive relief.



23. No Warranty. ADORE, OUR EMPLOYEES, AND OUR SUPPLIERS PROVIDE THE SITE AND THE SERVICES THEREON "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ADORE FURTHER DOES NOT WARRANT THAT THIS SITE OR ANY INFORMATION, SERVICES OR TOOLS OFFERED ON THIS SITE WILL MEET YOUR REQUIREMENTS, WILL BE ACCURATE, COMPLETE OR CURRENT, OR WILL GIVE ACCURATE, COMPLETE OR CURRENT RESULTS; THAT OPERATION OF THE SITE, INCLUDING TOOLS OR OTHER SERVICES OFFERED ON THE SITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ANY ERRORS ON THE SITE WILL BE CORRECTED. ADORE DOES NOT REPRESENT OR WARRANT THAT DATA YOU STORE ON THE SITE (FOR EXAMPLE, IN CONNECTION WITH TOOLS) WILL BE SECURE, AVAILABLE OR PRESERVED. ADORE DOES NOT REPRESENT OR WARRANT THAT ALL TOOLS OR OTHER SERVICES ON THE SITE WILL CONTINUE TO BE OFFERED.

24. Limited Liability. IN NO EVENT SHALL ADORE, OUR EMPLOYEES, OR OUR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR DIRECT, INDIRECT DAMAGES, LOST PROFITS, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, FOR USE OF COUPONS, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION CONTAINED ON THE SITE, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. OUR LIABILITY, AND THAT OF OUR EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR \$100, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

25. Indemnity. You agree to indemnify and hold us and our affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of your use of the Site, including but not limited to (i) your advertising, provision of or failure to pay for goods or services promoted on the Site; and (ii) claims that any of your Submitted Information includes materials owned by third parties without authorization, was defamatory or harassing, or otherwise violated the rights of any third party.

26. Links to Other Sites. This Site may contain links to other sites which are provided solely as a convenience to you, or which are provided by other Members. Adore is not responsible for the availability of external sites or resources linked to the Site, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between you and such third-party sites are strictly between you and the third party and are not the responsibility of Adore. Because Adore is not responsible for the availability or accuracy of these outside resources or their contents, you should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from ours.



27. Legal Compliance. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your listing, shipping, transporting, and solicitation of offers to ship and transport items.

28. Governing Law; Venue and Jurisdiction. By visiting or using the Site, you agree that the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws of any state or jurisdiction, will govern these Terms and any dispute of any sort that might arise between you and Adore or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Pennsylvania, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Pennsylvania.

29. Arbitration. Disputes between you and Adore regarding the Site and our services should be reported to sarah@AdoreWeddingsLV.com. We will attempt to resolve any disputes you have with us. Because We are a neutral venue We are not responsible for resolving any disputes between you and members regarding services or transactions. Any claim or controversy arising out of or relating to your use of this Site, to the goods or services provided through Adore, this Agreement, or to any acts or omissions for which you may contend Adore is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be conducted in Lehigh Valley, Pennsylvania. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding Pennsylvania selection of an arbitrator be in effect, the Member shall select an arbitrator from a panel of arbitrators acceptable to Adore. In any arbitration, the parties will split the cost of the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided, however, that where required by governing law, any cost to the consumer shall be limited to the cost of filing a court case. To begin the arbitration process, a party must make a written demand therefore. Any judgment upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction in Lehigh Valley, Pennsylvania. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this Agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. The parties agree to arbitrate solely on an individual basis and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. 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.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ADORE WILL BE RESOLVED BY BINDING



ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTION LAWSUITS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Adore's goods and services or the Site, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Adore, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state courts sitting in Lehigh Valley, Pennsylvania and federal courts sitting in Lehigh Valley, Pennsylvania. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

30. Security. Adore uses industry standard practices to protect your personal information. We utilize several different security techniques to protect data from unauthorized access, but, except as specified in a Terms of Purchase, We cannot guarantee the security of our system. Except as specified in a Terms of Purchase, we also do not guarantee uninterrupted or secure access to our system, as the operation of our Site can be interrupted by numerous factors outside of our control.

31. Nondiscrimination Policy. Adore wants all couples and Vendors to feel welcome and included on its Web sites, applications, and tools (the "Properties"). Accordingly, Adore prohibits discrimination against couples, guests, Vendors, or employees of Adore based on race, color, religion, sex, national origin, ancestry, disability, marital, family, pregnancy status, sexual orientation, gender identity, gender expression, veteran or citizenship status, age, or any other characteristic protected under applicable federal, regional, state, or local law. Such discrimination includes, but is not limited to, refusing to provide or accept services or any other conduct that improperly takes into account these characteristics. As further addressed in our Terms of Use, this prohibition applies to the posting of discriminatory content, such as forum posts, on our Properties. Adore will, at its discretion, take steps to enforce this policy, up to and including suspending Vendors and users who violate this policy from our Properties. If you experience discrimination with any user or Vendor, please contact sarah@AdoreWeddingsLV.com, with the subject "Nondiscrimination Policy", so we can investigate and take appropriate measures.

32. Payment Services.

- **a.** Adore may, from time to time, at its discretion, offer a service whereby Vendor Members can, through Adore's messaging functionality, invoice or request payments from Members and/or Members can, through Adore's messaging functionality, make payments to Vendor Members for services performed or to be performed by Vendor Members ("Messaging Payment Services"). The Messaging Payment Services are in addition to other payment services offered on the Site. These Messaging Payment Services can only be used by

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Vendor Members and Wedding Members located in the United States that are United States persons or entities and only using United States Dollars to send or receive payments.

- **b.** Adore is not a party to any transactions between Members and Vendor Members, using the Messaging Payment Services or otherwise, and has no liability for such transactions. Adore specifically disclaims any liability relating to Member or Vendor Member's compliance with law or regulation, delivery of goods or services, or payment obligations. The Messaging Payment Services are provided "as is" without warranty, express or implied. Adore reserves the right to update, suspend, withdraw or otherwise change the Messaging Payment Services and will not be liable if the Site or Messaging Payment Services are unavailable at any time for any period.
- **c.** When a Vendor Member, using the Messaging Payment Services or Site, enters into an agreement with a Wedding Member to provide goods or services, the Vendor Member agrees to provide those goods or services to the Wedding Member. When a Wedding Member, using the Messaging Payment Services or Site, enters into an agreement with a Vendor Member, to pay for goods or services, the Wedding Member agrees to pay for those goods or services.
- **d.** The Messaging Payment Services may utilize or contain links to third party websites or resources ("Third Party Services"). Such Third Party Services are subject to different terms and conditions and privacy policies and practices and members should review them independently. Adore is not responsible or liable for the availability or accuracy of such Third Party Services, or the products, services, or content available from such Third Party Services and agree that Adore shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any products, services or conduct available on or through any Third Party Services. Adore does not endorse any particular Third Party Service and you use them at your own risk.
- **e.** You agree not to use the Site or Messaging Payment Services except as authorized by United States law, the laws of the jurisdiction in which you reside or engage in commerce, or any other applicable laws. Specifically, but without limitation, you agree not to send or receive funds for the benefit of any person, entity, organization or country embargoed or blocked by any government, including any person, entity or country on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC), to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List, or to any other person, entity, or country designated by Adore or the Third Party Services. You represent and warrant that: (i) neither you nor the party with whom you transact with using the Messaging Payment Services are located nor the transaction takes place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction. In addition, you agree that you will not, and you will not assist, enable, or encourage others to: (1) conduct any activities that are abusive, deceptive, or fraudulent; (2) violate or circumvent any applicable laws or regulations, agreements with third parties, third-party rights or the Adore Terms of Use or Privacy Policy; (3) Use the Site or Messaging Payment Services for any personal, household, or commercial or other purposes not

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permitted by these Terms of Use; (4) register or use any payment method that is not yours or that you do not have authorization to use; (5) circumvent any technologies, policies or features of Adore, the Adore Site, Messaging Payment Services or Third Party Services; (6) take any action that adversely affects the performance or functioning of the Messaging Payment Services; (7) violate the rights of or cause harm to any person or entity.

- **f.** In order for any Member to use the Payment Services, you must have a method to make or receive payments (a "Payment Method") on file with Adore and/or a provider of Third Party Services. To add a Payment Method, you may be asked to provide billing information, including name, billing address, and selected financial information depending on your Payment Method. By entering such information using the Site or Payment Services, you are authorizing Adore and the Third Party Services to use and retain that information in relation to the Payment Services. You are solely responsible for the information that you provide and neither Adore nor the providers of the Third Party Services are liable for any loss or liability incurred by you as result of incorrect information. You agree to keep your payment information up to date and authorize Adore or the Third Party Services to update your information from the Third Party Services or your financial institution.
- **g.** By signing up for Adore Messaging Payment Services, Members and Vendor Members are authorizing Adore to initiate transactions on their behalf. Members and Vendor Members authorize Adore to share information with Third Party Services, including to payment processing partners, in conjunction with the Messaging Payment Services, including to facilitate transactions between Vendor Members and Members, to address refunds and chargebacks, and to prevent fraudulent, unlawful, deceptive or abusive activity or activity in violation of an agreement with Adore or one of the providers of Third Party Services. To the extent that Vendor Members have previously provided information to one of the Third Party Services, the Vendor Member is authorizing that Third Party Service to release such information to Adore or utilize such information on Adore's behalf in connection with the Messaging Payment Services.
- **h.** Vendor Members are responsible for protecting data obtained from Adore, Wedding Members or Third Party Services from unauthorized use or disclosure and only using it for the purpose for which it was obtained. Vendor Member shall notify Adore of any actual or suspected, loss, breach or unauthorized access to any data relating to payments or if it becomes aware of any fraudulent, illegal, abusive, deceptive or unauthorized activity. Adore reserves the right to access, preserve or disclose information as it believes necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request; (b) enforce these Terms of Use; (c) detect or prevent fraud, security or technical issues; (d) respond to support requests; or (e) protect the rights, property or safety of Adore, Members or the public.
- **i.** Any terms that Vendor Members provide to a Wedding Member, especially those terms relating to cancellation and refunds, shall not conflict with these Terms of Use or the Messaging Payment Services Refund Policy.
- **j.** Each Vendor Member is responsible for determining what, if any, taxes are applicable to any transaction offered via the Site or the Messaging Payments Services and to withhold, collect, report and remit the correct taxes appropriate tax authorities. Adore has no obligation for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from any transaction you complete using the Site or the Messaging Payments Services. If Adore is required to withhold any taxes, it may deduct them from amounts otherwise owed and pay them to the appropriate taxing authority. Vendor Members agree to provide tax

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information reasonably requested by Adore. Adore reserves the right to provide information requested by taxing authorities.

- **k.** Vendor Members are responsible for knowing whether a transaction initiated by a party using the Messaging Payment Services is erroneous (such as a Wedding Member purchasing item A when they meant to purchase item B) or suspicious (an unusual number or size of transactions or a request from a foreign country). If you are not sure whether a transaction is erroneous or suspicious, you should research the transaction and contact the customer before completing it. Each Vendor Member is solely liable for all losses incurred due to erroneous, suspicious, or fraudulent transactions made using the Messaging Payment Services. Vendor Members should always safeguard their credentials and never allow any third party to use them or act as you. Vendor Member is responsible for any activity initiated by itself, its representative or anyone using its credentials. Vendor Member is liable for any losses incurred by Adore through the use of Vendor Member's credentials. Except as expressly provided in these Terms of Use, Vendor Member is responsible and liable to Adore for all payment processing services accounts of Vendor Member, whether initiated by Vendor Member or not, including all transactions, disputes (including chargebacks), refunds, reversals, and associated fines, and any use of the payment processing services in a manner prohibited under these Terms of Service or agreements with payment processing partners. If you have received payment for goods or services using the Messaging Payment Services, the amount of the payment may be charged back or reversed if the transaction: (a) is unlawful, suspicious, or violates the Agreement; (b) was or appears to be unauthorized; or (c) is disputed or reversed by the person making the payment or if the Vendor Member cancels the underlying contracted event or deliver the promised goods or services. You agree to provide information reasonably requested by Adore in association with any dispute, refund or chargeback. If Vendor Members initiate refunds using the Messaging Payment Services, they are responsible for any fees associated with such refunds. Adore may refuse to initiate a refund if there are insufficient funds in the Vendor Member's account, if the Vendor Member is the subject of bankruptcy or insolvency proceedings, or if Adore believes that there is a risk that the Vendor member will not meet its obligations under the Agreement.
- **l.** In order to receive payouts of amounts resulting from payments by Wedding Members (net of fees and any applicable taxes), Vendor Members must have a valid payout method on file and linked to your account. All payouts are made in United States Dollars. Adore may delay or cancel any payouts in order to conduct an investigation, protect data or financial security, or prevent any fraud or unlawful activity. For security, compliance, or operational reasons, Adore may limit the value of an individual payout to a specific limit and break any proposed payouts over that limit into a series of payouts over multiple days.
- **m.** Vendor Members agree to pay all fees associated with the use of the Messaging Payment Services (the "Messaging Payment Service Fees"). Your use of the Messaging Payment Service indicates your consent to the Messaging Payment Service Fees. If Adore changes its Messaging Payment Services Fees, it will provide notice of the change via email upon 30 days' notice of the effective date of the change. Your continued use of the Messaging Payment Service after the effective date of the change constitutes your consent to the change in Messaging Payment Service Fees.
- **n.** By entering information (including, without limitation information associated with credit or debit cards or bank accounts) into the Messaging Payment Services or the Site and initiating a payment to a Vendor Member,

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a Wedding Member: (a) represents and warrants that such information is correct and that it is authorized to provide such information and conduct the transaction and that providing such information or conducting transactions using the Messaging Payment systems does not violate any law or regulations or rights of another; and (b) authorizes Adore and Third Party Services associated with the Messaging Payment Services to (i) utilize such information in relation to the Messaging Payment Services, and (ii) charge the payment method indicated. If we are unable to process the payment at the time initiated, we may process it later. Once your transaction is complete, we will send you a receipt via email.

- **o.** Each Wedding Member is responsible for any activity initiated by itself, its representative or anyone using its credentials and is liable for any losses incurred by Adore through the use of the Wedding Member's credentials. You should conduct any investigation necessary of any Vendor Member before initiating a payment through the Messaging Payment Services. You agree that neither Adore nor its Third Party Services shall be liable for the actions or omissions of Vendor Members using the Messaging Payment Services or the Site or for any losses resulting from Vendor Members acts or omission relating to the goods, services, or events contemplated, arranged or contracted for using the Messaging Payment Services.
- **p.** Wedding Members are responsible for complying with all applicable laws and regulations relating to the Messaging Payment Services and any goods, services or events purchased or contracted for using the Messaging Payment Services.
- **q.** If we are not able to collect any amounts due using a Member's selected payment method, you authorize Adore or its Third Party Services to charge any other payment methods that we have on file.
- **r.** Wedding Members may only cancel or seek refunds for payments made using the Site or Messaging Payments Service in accordance with the Messaging Payments Service Refund Policy, which will generally be provided on the Site at the time of payment and in receipts. Otherwise, the Wedding Member agrees that ALL TRANSACTIONS USING THE SITE AND MESSAGING PAYMENTS SERVICE ARE FINAL and no other returns, refunds, or cancellations may be made.
- **s.** Adore reserves the right to terminate or suspend the Messaging Payment Systems of any Member who violates or is suspected of violating these Terms of Use or the Agreement.
- **t.** Members agree to indemnify and hold Adore and its affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of: (a) your breach of any of the Terms of Use relating to the Messaging Payment Services; (b) your improper use of the Messaging Payment Services; (c) Adore's collection of taxes relating to the Messaging Payment Services; and (d) your breach of any laws, regulations, or third party rights in use of the Messaging Payment Services.

33. General. This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. To the extent of any conflict between the terms of this Terms of Use and any other document made a part of the Agreement by its express terms, the terms of this Terms of Use shall prevail unless the other document specifically states that it shall prevail. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities. and reconstructed if need be. to

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apply to the maximum extent allowable under applicable law. The failure by Adore to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of arbitration or litigation involving the enforcement or interpretation of this Agreement. You agree that other than affiliates or subsidiaries of Adore, there are no intended third-party beneficiaries of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.