

## WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Agreement") is a legal agreement between you and PARTYNRIDENASHVILLE LLC (hereinafter referred to as "Website Owner"), the owner and developer of [www.partynridentnashville.com](http://www.partynridentnashville.com). By visiting [www.partynridentnashville.com](http://www.partynridentnashville.com), you become a prospective customer and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a prospective customer. By purchasing any service provided on [www.partynridentnashville.com](http://www.partynridentnashville.com), you become a customer ("Customer") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Customer. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT PURCHASE ANY WWW.PARTYNRIDENASHVILLE.COM SERVICE. The Terms are subject to change at any time, effective upon notice to you. WWW.PARTYNRIDENASHVILLE.COM RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THE TERMS AT WEBSITE OWNER'S DISCRETION. YOUR CONTINUED USE OF ANY PART OF THIS WEBSITE OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO [www.partynridentnashville.com](http://www.partynridentnashville.com).

**1. Limitations of Liability and Indemnification.** By using any services provided by [www.partynridentnashville.com](http://www.partynridentnashville.com), you agree that in no event will [www.partynridentnashville.com](http://www.partynridentnashville.com), Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by [www.partynridentnashville.com](http://www.partynridentnashville.com) or Website Owner shall be a return of any fees paid to [www.partynridentnashville.com](http://www.partynridentnashville.com) or Website Owner for any services provided under this Agreement. You indemnify and agree to defend and hold harmless [www.partynridentnashville.com](http://www.partynridentnashville.com), Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of [www.partynridentnashville.com](http://www.partynridentnashville.com), including any breach by you of the Terms contained in this Agreement.

**2. Responsibility for Use of Website.** You understand and agree that you are solely responsible for your actions and decisions to use the services provided on [www.partynridentnashville.com](http://www.partynridentnashville.com). You understand that [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner do not perform psychological testing or background checks on the individuals who may use the [www.partynridentnashville.com](http://www.partynridentnashville.com) services.

**3. Do Not Rely on [www.partynridentnashville.com](http://www.partynridentnashville.com).** Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from [www.partynridentnashville.com](http://www.partynridentnashville.com) or Website Owner. [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information.

**4. Right to Monitor.** [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any

information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the site.

**5. Confidentiality.** It is agreed that all personal information given to [www.partynridentnashville.com](http://www.partynridentnashville.com) or Website Owner, will be kept confidential by [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner, except when it is necessary to share personal information with third-parties for the purpose of performing services purchased by the Customer. It is our policy to release a Customer's personal identifying information and any other information when we reasonably believe such disclosure is appropriate to comply with applicable law, to enforce any of our contracts or agreements, to protect the rights, property or safety of our users and customers, in response to a governmental authority request or legal process, or for purposes of fraud protection. By accepting this Agreement you waive all rights and agree to hold [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner harmless from any claims resulting from any action taken by [www.partynridentnashville.com](http://www.partynridentnashville.com) during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either [www.partynridentnashville.com](http://www.partynridentnashville.com) or law enforcement authorities.

**6. Ownership, Copyrights, Trademarks, Licenses.** [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner own and retain all proprietary rights to the [www.partynridentnashville.com](http://www.partynridentnashville.com) service, its trademarks and copyrights. You acknowledge and agree that the website and any software or programs used with respect to any the Owner's services contain proprietary and confidential information that is the property of Website Owner and is protected by applicable intellectual property and other laws. No rights or title of to any of the proprietary and confidential information on [www.partynridentnashville.com](http://www.partynridentnashville.com) or any software used in connection with any of its services is provided, transferred or assigned to you. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any of the Owner's services or software, in whole or in part. Trademarks, service marks, logos, and copyrighted works appearing in [www.partynridentnashville.com](http://www.partynridentnashville.com) are the property of the Website Owner. [www.partynridentnashville.com](http://www.partynridentnashville.com) retains all rights with respect to any intellectual property appearing on the website, and no rights in such materials are transferred or assigned to you.

**7. No Warranties.** The use of [www.partynridentnashville.com](http://www.partynridentnashville.com) and any service it provides is at your own risk. Website Owner provides the [www.partynridentnashville.com](http://www.partynridentnashville.com) services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, [www.partynridentnashville.com](http://www.partynridentnashville.com) and Website Owner do not warrant that the service will always be available, be uninterrupted, timely, be error free, meet your requirements, or that any defects in the services will be corrected.

**8. Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of Tennessee, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the federal or state court for Davidson County, Tennessee, and you hereby consent to the jurisdiction of any such court.

**9. Severability.** If any part of this Agreement is found by a court of competent jurisdiction to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.

**10. Certification.** YOU MUST BE AT LEAST 18 YEARS OF AGE TO REGISTER, ACCESS AND USE ANY SERVICE PROVIDED BY THIS WEBSITE. IF YOU ARE UNDER THE AGE OF 18, DO NOT USE THIS WEBSITE FOR ANY PURPOSE.

**11. Entire Agreement.** This Agreement constitutes your entire Agreement with [www.partynridenashville.com](http://www.partynridenashville.com) and Website Owner with respect to any services.

**12. Waiver.** The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner. If you have any questions regarding this Agreement, please contact the website at [partynridenashville@gmail.com](mailto:partynridenashville@gmail.com).