

VENUESSS, INC.
TERMS OF SERVICE (INCLUDING CUSTOMER AND PROVIDER TERMS)

Last Updated: January 5th, 2026

These Terms of Service (the “Terms”) are a binding legal agreement between you and VenueSSS, Inc., a Delaware corporation (“VenueSSS,” “Company,” “we,” “us,” or “our”). These Terms govern your access to and use of our websites, applications, and related services (collectively, the “Platform”).

BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

IMPORTANT NOTICE: Section 19 (Dispute Resolution and Arbitration) includes a binding arbitration agreement and a class action waiver that may affect your legal rights.

CUSTOMER RELEASE OF LIABILITY AND ASSUMPTION OF RISK: BY USING THE PLATFORM, YOU ACKNOWLEDGE AND AGREE THAT:

(1) MARKETPLACE ROLE: VenueSSS is a marketplace platform only. We do not own, operate, control, or manage any venues or service providers. We are not a party to any contract between you and providers, and we are not an agent, broker, insurer, or fiduciary of any provider. Your booking creates a direct contract with the provider, not with VenueSSS.

(2) NO GUARANTEES: We make no representations, warranties, or guarantees regarding: (a) the quality, safety, legality, licensing, insurance, or suitability of any venue or service; (b) any provider's identity, qualifications, reliability, or performance; (c) the accuracy of listings or provider information; (d) the availability of alternative providers if a provider cancels; or (e) successful completion of any booking. Verification and background checks, if any, are limited and do not constitute endorsements.

(3) ASSUMPTION OF RISK: You assume all risks associated with events and event services, including property damage, personal injury, illness, alcohol-related risks, crowd-related risks, food-related risks including foodborne illness, allergic reactions, and food safety incidents, provider failures, venue defects, and third-party performance failures, except to the extent prohibited by law.

(4) CUSTOMER RELEASE: You, as Customer, release VenueSSS and its shareholders, officers, directors, employees, agents, and affiliates from any and all liability arising out of or in connection with: (a) provider's failure to perform or timely perform services; (b) any acts or omissions by providers; (c) any occurrences, incidents, or accidents at events; (d) injuries to guests or users of provider services; and (e) breaches by providers of their obligations.

(5) LIMITED LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENUESSS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, TRAVEL EXPENSES, LODGING COSTS, REBOOKING COSTS, PAYMENTS TO THIRD-PARTY VENDORS, EMOTIONAL DISTRESS, REPUTATIONAL HARM, OR LOST BUSINESS OPPORTUNITIES. VENUESSS'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE GREATER OF (A) THE PLATFORM FEES YOU PAID IN THE SIX MONTHS BEFORE THE CLAIM OR (B) \$100.

(6) PROVIDER CANCELLATIONS: If a provider cancels, your sole remedy from VenueSSS is a refund of amounts you paid to VenueSSS (if available) and rebooking assistance (with no guarantee of success), as described in Section 10.4. VenueSSS is not obligated to refund you if the provider has already been paid. You may need to pursue the provider directly for additional damages.

(7) NO PLATFORM OBLIGATION FOR REFUNDS AFTER PROVIDER

PAYOUT: VenueSSS's ability to refund you is limited to amounts not yet disbursed to providers. If a provider has been paid or becomes insolvent, bankrupt, or ceases operations, VenueSSS will use commercially reasonable efforts to recover funds but is not obligated to provide refunds from VenueSSS's own funds.

(8) PROVIDER PERFORMANCE: You are solely responsible for evaluating providers and conducting your own due diligence. VenueSSS is not responsible for provider performance failures, no-shows, breach of contract, misrepresentations, licensing violations, safety issues, or quality of services.

(9) MULTIPLE PROVIDERS: For bookings involving multiple providers, VenueSSS may facilitate communication through in-platform messaging features and provide coordination assistance, but VenueSSS is not responsible for coordinating between providers or for any provider's failure to perform. Each provider is responsible only for its own performance. Any coordination services or group communication features are provided for convenience only and do not make VenueSSS a party to the booking contract or responsible for provider performance.

(10) You are also subject to the additional provisions included in these Terms of Service, specially in Section 10 hereunder.

(11) YOUR REMEDY: Your primary remedy for provider failures is to pursue the Provider directly. Nothing in these Terms limits your right to pursue providers for breach of contract, fraud, or other actionable conduct, but VenueSSS is not responsible for collecting on your behalf or guaranteeing provider solvency.

BY CLICKING "AGREE," CREATING AN ACCOUNT, OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS RELEASE OF LIABILITY AND ALL TERMS OF SERVICE. DETAILED PROVISIONS ARE SET FORTH IN SECTIONS 3, 10, 14, 15, 16, 17, 20, and Appendix A.

1. Key Concepts and Definitions

- "Service Provider Services" means the professional services offered by a Service Provider (e.g., catering, bartending, photography/videography, DJs/entertainment, AV, décor, staffing, security, planning, etc.).
- "Venue" means an event space or venue offered for reservation through the Platform.
- "Booking" means a confirmed reservation for a Venue and/or confirmed engagement of Service Provider Services through the Platform.
- "Customer" means a user who searches for, requests, books, or pays for a Booking through the Platform.
- "Introduced Party" means a Customer or Provider that another user first identifies, contacts, communicates with, or learns about through the Platform (including through a Listing, inquiry, quote, message, booking request, or Booking).
- "Listing" means a Provider's offering displayed on the Platform (Venue and/or Service Provider Services).
- "Payment Processor" means our third-party payment service provider(s) (for example, Stripe or a similar provider).
- "Platform Fees" means any service, booking, processing, marketplace, or similar fees charged by VenueSSS (as displayed at checkout or otherwise disclosed).
- "Provider Terms" means additional terms a Provider presents through the Platform as part of a Listing or Booking (e.g., house rules, scope of services, setup/teardown, overtime rates, cancellation terms, minimum spends, deliverables, restrictions).
- "Provider" means a Venue Host or a Service Provider.
- "Service Provider" means a Provider that offers professional services for events.
- "Venue Host" means a Provider that offers a Venue for reservation through the Platform.

2. Eligibility and Accounts

2.1 Eligibility

You must be at least 18 years old and able to form a binding contract to use the Platform. If you use the Platform on behalf of a company or other entity, you represent that you have authority to bind that entity.

2.2 Accounts

You may need an account to use certain Platform features. You agree to provide accurate information, keep it current, maintain the confidentiality of your login credentials, and promptly notify us of unauthorized use. You are responsible for all activity under your account.

2.3 Verification

VenueSSS conducts certain baseline verification procedures, which may include identity verification, business license verification, and background checks, at VenueSSS's discretion. However, VenueSSS does not guarantee the accuracy, completeness, or timeliness of any verification or background check, and such checks are limited in scope and do not constitute an endorsement or warranty regarding any Provider's identity, qualifications, safety, reliability, or compliance with applicable laws. Users are responsible for conducting their own due diligence.

3. VenueSSS's Role; Contracts Between Users

3.1 Marketplace Only

The Platform is a marketplace that helps Customers discover and book Providers. Unless we expressly state otherwise in a separate written agreement signed by VenueSSS, VenueSSS does not own, control, offer, provide, or manage any Venue or Service Provider Services, except where VenueSSS or its affiliates directly own or operate specific venues or provide services, which will be clearly identified.

3.2 No Agency / No Fiduciary / No Employment

VenueSSS is not a party to any contract between Customers and Providers, and VenueSSS is not an agent, broker, insurer, fiduciary, or employer of any Provider. Providers act as independent businesses and are responsible for their own operations.

3.3 Customer–Provider Contract

Any Booking forms a direct contract between the Customer and the applicable Provider(s), including the Provider Terms disclosed at or before booking. VenueSSS is not responsible for a Provider's performance or a Customer's conduct.

4. Listings, Content, and Platform Rules

4.1 Listings and Accuracy

Providers are solely responsible for Listings, including the accuracy of pricing, availability, capacity, location, amenities, restrictions, required permits, and any additional charges (overtime, cleaning, consumables, service charges, etc.).

4.2 Content and Reviews

Users may post content such as photos, descriptions, messages, and reviews (“User Content”). User Content is the responsibility of the user who provides it. VenueSSS may remove or restrict User Content at any time to protect users, comply with law, or maintain marketplace integrity.

4.3 Prohibited Conduct

You agree not to: (a) violate law; (b) infringe rights of others; (c) post false or misleading information; (d) harass, threaten, or discriminate; (e) scrape, reverse engineer, or disrupt the Platform; (f) manipulate reviews; or (g) attempt to bypass Platform processes, including payment or booking flows.

5. Booking Flow; Multi-Provider Bookings

5.1 Requests and Confirmation

A booking request is an offer by the Customer to enter a Booking under the Listing and Provider Terms presented through the Platform. A Booking is confirmed only when the Platform indicates it is confirmed.

5.2 Multiple Providers

A Booking may involve multiple Providers (for example, a Venue plus one or more Service Providers). Unless the Platform expressly states otherwise, each Provider is responsible only for its own obligations. If one Provider fails to perform, that does not automatically excuse performance by other Providers. VenueSSS is not responsible for coordinating between multiple Providers or for any failure of one Provider that affects another Provider's ability to perform.

6. Fees, Taxes, and Payments

6.1 Platform Fees and Provider Pricing

Platform Fees (if any) will be displayed at checkout or otherwise disclosed. Providers set their own prices unless the Platform states otherwise.

6.2 Taxes

Sales, Use, and Transaction Taxes: VenueSSS will determine, collect, and remit sales tax, use tax, transient occupancy tax, and similar transaction-based taxes ("Transaction Taxes") where VenueSSS is required to do so as a marketplace facilitator, marketplace provider, or similar capacity under applicable state, local, or federal law. In jurisdictions where VenueSSS collects Transaction Taxes, the taxes collected will be separately stated at checkout and remitted to the applicable tax authority as required by law. In all other jurisdictions, Provider is responsible for determining, collecting, reporting, and remitting all applicable Transaction Taxes. VenueSSS will provide reasonable notice to Providers regarding jurisdictions in which VenueSSS collects

Transaction Taxes, but Providers remain responsible for monitoring their own tax obligations in all jurisdictions.

Provider Income and Operational Taxes: Providers are solely responsible for all taxes arising from their income, operations, and provision of services, including but not limited to: (a) income taxes (federal, state, and local); (b) self-employment taxes; (c) employment taxes, payroll taxes, and withholding taxes for Provider's employees, contractors, or agents; (d) business license taxes and fees; (e) property taxes; (f) excise taxes; and (g) any other taxes not expressly collected by VenueSSS as described above. Providers must determine their own tax obligations and comply with all applicable tax laws and regulations. Providers acknowledge and agree that VenueSSS does not provide tax advice and that Providers should consult their own tax advisors.

Customer Tax Obligations: Customers are responsible for paying all Transaction Taxes displayed at checkout, whether collected by VenueSSS or by the Provider. Customers may also be responsible for other taxes not collected at checkout, as required by applicable law. Customers should consult their own tax advisors regarding their tax obligations.

Tax Documentation and Reporting: VenueSSS and/or the Payment Processor may request tax documentation from Providers, including IRS Form W-9 (for U.S. persons) or Form W-8 (for non-U.S. persons), and any other tax-related information reasonably necessary for compliance with tax reporting and withholding obligations. Providers must provide complete and accurate tax information within the timeframe requested. Failure to provide required tax documentation may result in backup withholding, suspension of payouts, or termination of your account.

VenueSSS and/or the Payment Processor may issue tax reporting forms to Providers as required by law, including but not limited to IRS Form 1099-K, Form 1099-NEC, or equivalent forms. Providers are solely responsible for reporting their income and complying with all tax filing and payment obligations to applicable tax authorities.

Tax Indemnification: Each Provider agrees to indemnify, defend, and hold harmless VenueSSS and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Provider's failure to properly determine, collect, report, or remit any taxes for which Provider is responsible; (b) any tax audit, assessment, penalty, or interest relating to Provider's tax obligations; or (c) Provider's provision of inaccurate or incomplete tax information. This indemnification obligation survives termination of these Terms.

Customers agree to indemnify VenueSSS for any taxes that Customers are legally responsible for paying but fail to pay, resulting in liability to VenueSSS, except for Transaction Taxes that VenueSSS is required to collect as a marketplace facilitator and failed to collect.

Changes to Tax Treatment: Tax laws and VenueSSS's tax collection obligations may change. VenueSSS reserves the right to update its tax collection practices, add or remove jurisdictions in

which it collects Transaction Taxes, and modify the tax treatment of transactions on the Platform, with notice to users as provided in Section 20.2 (Modification of Terms). VenueSSS may, but is not obligated to, provide information or tools to assist Providers with tax compliance, but any such information or tools are provided for convenience only and do not constitute tax advice.

No Tax Advice: Nothing in these Terms constitutes tax advice. Each party is responsible for consulting its own tax advisors regarding its tax obligations and the tax treatment of transactions on the Platform.

6.3 Payment Processing and Payments Terms

Payments are processed by the Payment Processor. Your use of payment features is subject to these Terms and the Payment Processor's terms, which are incorporated herein by reference. You acknowledge that you have reviewed and agree to be bound by the Payment Processor's terms. Additional payment rules apply and are incorporated into these Terms as Appendix A (Payments Terms).

7. Cancellations, Refunds, Rescheduling, and Disruptions

7.1 Booking-Specific Policies Control

Each Booking is subject to the cancellation and refund terms presented at checkout and/or in Provider Terms. Customers should review those terms before confirming a Booking.

7.2 Provider Duty to Disclose Key Terms

Providers must clearly disclose cancellation rules, rescheduling terms, overtime/extra time rates, minimum spends (if any), and any non-refundable charges, to the extent applicable.

7.3 Provider Cancellations

Because Provider cancellations can cause significant harm to Customers, VenueSSS imposes financial penalties and platform-level consequences for Provider cancellations as set forth in Section 11.6 (Provider Cancellation Policy), including forfeiture of payouts, cancellation penalties, reduced search ranking, reduced visibility, delayed payouts, account suspension, or permanent removal. Provider cancellation penalties are in addition to Customer's right to full refund as described in Section 10.4.

7.4 Disruptions Outside VenueSSS's Control

VenueSSS is not responsible for disruption arising from circumstances outside VenueSSS's control (for example, severe weather, transportation disruptions, public safety incidents, utility outages, governmental orders, building issues, crowd-control restrictions, or strikes).

8. Damage, Additional Charges, and Claims Process

8.1 Additional Charges

Providers may charge for overtime, additional staffing, special equipment, cleaning, or damage only to the extent such charges are (a) clearly disclosed in the applicable Provider Terms before booking confirmation, (b) permitted by applicable law, and (c) supported by reasonable documentation (including photographs, receipts, invoices, or other evidence) when requested by the Customer or VenueSSS. VenueSSS may, but is not obligated to, facilitate collection or dispute handling.

8.2 Claims Windows

Unless the Booking terms specify a different timeline, claims for property damage or post-event additional charges must be submitted within seven (7) calendar days after the event end time, with reasonable supporting documentation. Failure to submit claims within this timeframe will result in waiver of such claims unless the claimant can demonstrate that the damage or basis for charges was not discoverable within the seven-day period through reasonable inspection. VenueSSS may set or adjust claims procedures to maintain marketplace integrity, provided that any such changes will apply prospectively and will not affect claims already submitted.

8.3 Claims Documentation and Dispute Process

Documentation Requirements:

Claims for additional charges must include: (a) written description of the basis for the charge; (b) photographic evidence (for damage claims); (c) receipts or invoices (for overtime, additional services); (d) reference to the Provider Terms authorizing such charges; and (e) calculation showing how the charge was determined.

Review Process: VenueSSS will review submitted claims within five (5) business days and may request additional documentation. If the charged party disputes the claim, VenueSSS may (but is not obligated to) facilitate resolution, including by withholding payment pending resolution. VenueSSS's determination regarding documentation sufficiency shall be made in good faith and is final absent manifest error.

Failure to Document: Claims not supported by documentation meeting the requirements of this Section within fourteen (14) days of VenueSSS's request shall be deemed waived.

9. Anti-Circumvention and Confidentiality

9.1 No Fee Avoidance / No Off-Platform Bookings

You may not use the Platform to identify, find, or contact an Introduced Party and then transact outside the Platform to avoid Platform Fees or bypass Platform processes (a) during the period you are an active user of the Platform; and (b) for twelve (12) months after your account is

terminated, deactivated, or you cease using the Platform. This includes requesting or accepting payment outside the Platform for a Booking that originated through the Platform. If you are a Provider, you are also subject to Appendix B (Provider Anti-Circumvention & Confidentiality Addendum), which is incorporated by reference, and Appendix B controls in the event of a conflict with this Section 9.

9.2 Provider Redirection Obligation

If a Customer contacts a Provider directly regarding an inquiry, quote, or Booking that originated through the Platform, the Provider must direct the Customer to complete the Booking through the Platform (for example, by sending the Customer a Platform booking link).

9.3 Confidentiality of Platform Commercial Terms

Providers may not disclose non-public information about VenueSSS's Platform Fees, fee structure, customer lead data, Platform Data (as defined in Section 12.3), or other confidential business information learned through the Platform, except as necessary to fulfill a Booking. For the avoidance of doubt, Platform Data constitutes VenueSSS's Confidential Information and trade secrets and is subject to the restrictions set forth in Section 12.3.

9.4 Exceptions

This Section 9 does not restrict a transaction between parties that can demonstrate a pre-existing business relationship independent of the Platform, provided the Platform was not used to circumvent fees or processes.

9.5 Remedies; Liquidated Damages

If VenueSSS reasonably determines that you violated this Section 9, VenueSSS may suspend or terminate accounts, remove Listings, cancel Bookings where feasible, withhold or offset payouts to the extent permitted by Payment Processor rules and applicable law, and pursue damages.

Liquidated damages: You agree that circumvention causes VenueSSS harm that is difficult to calculate. If you circumvent or attempt to circumvent, you agree to pay VenueSSS liquidated damages equal to (a) the Platform Fees that would have applied to the circumvented transaction plus VenueSSS's reasonable investigation and enforcement costs, or (b) if that amount cannot be determined, thirty percent (30%) of the reasonably estimated booking subtotal. The parties agree this is a reasonable estimate of damages and not a penalty.

10. Customer Terms

10.1 Customer Responsibilities

Customers are responsible for their event plans and for the conduct of their guests, invitees, and contractors. Customers must comply with applicable law and Provider Terms, including occupancy limits, noise restrictions, alcohol rules, security requirements, and venue house rules.

10.2 Due Diligence

Customers are responsible for evaluating a Venue and Service Provider Services for suitability. VenueSSS does not guarantee quality, legality, licensing, insurance coverage, or fitness for a particular purpose.

10.3 Security Deposits and Additional Requirements

Security Deposit Authorization: Customer authorizes VenueSSS to place a security deposit hold on Customer's payment method for any Booking where: (i) Provider requires a security deposit in Provider Terms; (ii) the event type, size, or Customer history indicates elevated risk in VenueSSS's reasonable determination; or (iii) VenueSSS otherwise determines a security deposit is appropriate for marketplace protection.

Security Deposit Process: Security deposits will be authorized (pre-authorization hold) at the time of booking but will not be captured unless a claim is submitted. The authorization will be automatically released within seven (7) business days after the event end time if no damage or additional charge claim is submitted pursuant to Section 8.2. If a claim is properly submitted and documented in accordance with Section 8.3, VenueSSS may capture all or a portion of the security deposit to satisfy validated claims. Customer will receive notice and an opportunity to dispute claims before capture, except where immediate capture is necessary to prevent chargeback loss.

Payment Method Requirements: Customer must maintain a valid payment method with sufficient available credit or funds to cover the Booking amount, applicable security deposit authorization, Transaction Taxes, Platform Fees, and reasonably anticipated additional charges (such as overtime or approved add-ons). Customer authorizes VenueSSS and the Payment Processor to place authorization holds and process charges consistent with the Booking terms, these Terms, and Section 8 (Damage, Additional Charges, and Claims Process).

Additional Requirements for High-Value or High-Risk Events: For Bookings with a subtotal exceeding \$15,000, expected attendance exceeding 300 guests, or involving activities that Provider or VenueSSS reasonably determines present elevated risk, VenueSSS or Provider may require Customer to: (i) provide additional verification information; (ii) obtain special event liability insurance with VenueSSS, Inc. and Provider named as additional insureds (minimum \$1,000,000 per occurrence); or (iii) satisfy other reasonable conditions disclosed prior to Booking confirmation. VenueSSS may decline to facilitate Bookings that present unacceptable risk in VenueSSS's sole discretion.

10.4 Provider Cancellation Protection

Full Refund for Provider Cancellation: If a Provider cancels a confirmed Booking for any reason other than Customer breach or Force Majeure, Customer will receive a full refund of all amounts

paid to VenueSSS for the canceled Booking, including the Booking subtotal, Platform Fees, and Transaction Taxes, within seven (7) business days of the cancellation.

Provider Forfeiture of Platform Fees: When Provider cancels, Customer receives a full refund including Platform Fees. Provider forfeits all Platform Fees for the canceled Booking and such fees shall not be refunded to Provider. This is in addition to the cancellation penalties described in Section 11.6.

Rebooking Priority: If a Provider cancels a Booking, VenueSSS will use the following process to assist Customer:

First Priority - Immediate Rebooking Assistance: VenueSSS will immediately:

- (i) Assign dedicated customer support to work with Customer;
- (ii) Provide Customer with a prioritized list of available alternative Providers based on Customer's original Booking criteria;
- (iii) Offer expedited booking processing with waived Platform Fees for rebooking completed within 72 hours of the cancellation; and
- (iv) Use commercially reasonable efforts to negotiate comparable pricing with alternative Providers.

Second Priority - Refund: If Customer declines all alternative options, cannot find a suitable alternative, or rebooking is not successful, Customer will receive a full refund as described in Section 10.4(a) within seven (7) business days.

Customer Choice: Customer is not required to accept alternative Providers and may request an immediate refund at any time. However, VenueSSS encourages Customers to review alternatives before requesting a refund, particularly for bookings within 30 days of the event date.

No Guarantee of Rebooking: VenueSSS does not guarantee that alternative Providers will be available, that alternative Providers will offer identical services or pricing, or that rebooking will be successful. Customer acknowledges that availability and pricing are subject to market conditions and are beyond VenueSSS's control.

VenueSSS Liability Limitation: VenueSSS's maximum total liability to Customer for any Provider cancellation, including Provider business closure, Provider failure to perform, or Provider insolvency, shall not exceed the total amount paid by Customer to VenueSSS that has been retained by VenueSSS and not yet forwarded to Provider. VenueSSS is not liable for:

- (i) Any consequential, indirect, special, or punitive damages;
- (ii) Travel expenses, lodging costs, or other expenses incurred in connection with the event;

- (iii) Lost deposits or payments made to third-party vendors not booked through the Platform;
- (iv) Costs or price increases associated with rebooking with alternative Providers;
- (v) Emotional distress, reputational harm, or lost business opportunities; or
- (vi) Any damages exceeding the Booking subtotal.
- (vii) Any damages exceeding the amount retained by VenueSSS and not yet forwarded to Provider.

Refund Source and Timing: Refunds will be processed only from amounts not yet disbursed to Provider. If Provider has already been paid, VenueSSS will use commercially reasonable efforts to recover amounts from Provider through setoff, payment reversal, or other collection methods, but VenueSSS is not obligated to refund Customer beyond amounts VenueSSS holds or successfully recovers from Provider. Refunds will be issued within seven (7) business days of cancellation to the extent funds are available; if recovery from Provider is required, refunds may be delayed and Customer's sole remedy is against Provider directly.

Provider Business Closure: If a Provider ceases business operations, declares bankruptcy, or otherwise becomes unable to perform confirmed Bookings, the provisions of this Section 10.4 apply. Customer acknowledges that in such circumstances, VenueSSS's ability to provide refunds is limited to amounts not yet disbursed to Provider, and Customer may need to pursue Provider directly or file claims in any bankruptcy or insolvency proceeding.

Customer Cooperation: Customer agrees to cooperate with VenueSSS's rebooking efforts, respond promptly to alternative Provider options, and mitigate damages by accepting reasonable alternative arrangements where available.

Exclusions: This Section 10.4 does not apply to:

- (i) Cancellations due to Customer breach of these Terms or Provider Terms;
- (ii) Force Majeure Events as defined in Section 20;
- (iii) Cancellations made by Customer;
- (iv) Cancellations due to governmental orders, public health emergencies, or other events covered by Section 20 (Force Majeure); or
- (v) Changes or modifications to Bookings that do not constitute full cancellation.

No Waiver of Provider Liability: Nothing in this Section limits Customer's rights to pursue Provider directly for damages arising from Provider's breach of contract, fraud, or other actionable conduct. Customer may pursue claims against Provider independently of any refund or assistance provided by VenueSSS.

10.5 Provider Release

Provider, on behalf of itself and its officers, directors, employees, agents, contractors, insurers, successors, and assigns, releases and forever discharges VenueSSS and its shareholders, officers, directors, employees, agents, affiliates, and Payment Processor from any and all liability, claims, demands, actions, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) Customer's failure to pay or timely pay amounts due under a Booking;
- (b) Customer's acts, omissions, breach of contract, or violations of Provider Terms or these Terms;
- (c) Customer cancellations, including lost profits or business opportunities arising therefrom;
- (d) Injuries, damages, or losses occurring at events, including those caused by Customer's guests, invitees, contractors, or other third parties;
- (e) Disputes between Provider and Customer regarding Booking performance, quality, scope of VenueSSS's exercise of rights under Section 11.6 (Provider Cancellation Policy), including withholding of payouts, imposition of penalties, account suspension or termination, or cancellation of future Bookings;
- (i) VenueSSS's exercise of rights under Appendix A, Section 4A (Payout Timing; Event-Based Release; Rolling Reserves), including delayed payouts, withholding of reserves, or setoff;
- (j) VenueSSS's exercise of rights under Section 9 (Anti-Circumvention), including investigation, suspension, termination, or assessment of liquidated damages;
- (k) Payment Processor errors, failures, delays, or policies;
- (l) VenueSSS's determination that Provider violated these Terms or engaged in conduct warranting account suspension or termination;
- (m) Loss of search ranking, visibility, or Platform privileges resulting from Provider performance issues, cancellations, or Terms violations; and
- (n) Any other matters arising from Provider's use of the Platform or participation in the marketplace.

Exceptions: This release does not apply to claims arising from VenueSSS's gross negligence, willful misconduct, fraud, or breach of VenueSSS's express payment obligations under.

Acknowledgment: Provider acknowledges that this release is a material inducement for VenueSSS to permit Provider to participate in the Platform and that VenueSSS would not provide the Platform services without this release.

11. Provider Terms

11.1 Authority; Listing Rights

Providers represent and warrant that they have all rights and authority to list a Venue and/or provide Service Provider Services, and that their Listing information is accurate and not misleading.

11.2 Compliance; Permits; Safety

Providers are solely responsible for complying with all laws and regulations applicable to their Venue and/or services, including permits, licensing, food safety, alcohol service, employment/labor compliance, occupancy/fire codes, accessibility requirements, and nondiscrimination obligations. Providers offering or permitting alcohol service must hold all required alcohol licenses and permits (including but not limited to liquor licenses, catering permits, and temporary event permits) and must maintain liquor liability insurance as specified in Section 11.3.

11.2A Provider Licensing and Compliance

Provider represents and warrants that Provider holds all licenses, permits, and authorizations required by applicable law to provide the services offered in Provider's Listing(s). Provider is solely responsible for determining licensing requirements and maintaining compliance. VenueSSS makes no representation regarding what licenses are required and Provider may not rely on VenueSSS's acceptance of Listings as confirmation of compliance. Provider will immediately notify VenueSSS if Provider's licenses are suspended, revoked, or expired. VenueSSS may suspend Provider's account if VenueSSS becomes aware of licensing deficiencies. Provider shall indemnify and hold harmless VenueSSS for all claims arising from Provider's licensing failures or unlicensed operation.

11.3 Insurance

Providers must maintain insurance coverage with insurers rated A- VII or better by A.M. Best, including at minimum:

(a) Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate;

(b) Workers' Compensation as required by law;

(c) For venues: Property insurance for full replacement value;

(d) For alcohol service: Liquor liability \$1,000,000 per occurrence;

(e) Professional Liability (for service providers): \$1,000,000 per claim.

Each policy (except workers' compensation) must name VenueSSS, Inc. as additional insured. Certificates of insurance must be provided upon request with 30 days' notice of cancellation. Higher limits may be required based on booking size or risk profile.

11.4 Service Standards

Providers must deliver the Venue and/or Service Provider Services consistent with their Listings, Provider Terms, and confirmed Booking details. After a Booking is confirmed, Providers may not unilaterally change the scope, price, date, time, or material terms. Any modifications must be proposed through the Platform's modification request feature and require Customer acceptance. VenueSSS reserves the right to approve or reject modification requests to maintain marketplace integrity. Unauthorized changes may result in full refund to Customer, cancellation of the Booking, and penalties to Provider.

11.4A Platform Override Authority

Notwithstanding Section 11.4, VenueSSS reserves the right to modify, correct, supplement, or remove any Listing content, Provider Terms, or Booking details, without Provider consent, where VenueSSS reasonably determines such action is necessary to: (a) comply with applicable law or regulation; (b) comply with legal process, court order, or governmental request; (c) correct materially false, misleading, or inaccurate information; (d) address immediate safety, security, or public health concerns; (e) enforce occupancy limits, fire codes, accessibility requirements, or other regulatory standards; (f) standardize listing formats, terminology, or presentation for marketplace consistency; (g) add required disclosures, warnings, or disclaimers; or (h) address discriminatory, illegal, or prohibited content. VenueSSS will provide notice to Provider of such modifications where commercially practicable, but may make modifications immediately without prior notice where delay would create risk to users, legal non-compliance, or marketplace integrity. Provider remains responsible for the accuracy and legality of all Listing information and may not rely on VenueSSS's exercise or non-exercise of rights under this Section as a defense to any breach of these Terms or applicable law. Any modifications made by VenueSSS under this Section do not constitute an endorsement, verification, or warranty regarding the Listing or Provider, and VenueSSS has no obligation to monitor, review, or modify Listings.

11.5 Independent Contractor Status

Providers are independent contractors (or independent businesses). Nothing in these Terms creates an employment relationship, partnership, joint venture, agency, or fiduciary relationship between VenueSSS and any Provider.

11.6 Provider Cancellation Policy; Effect of Provider Termination on Bookings

Provider Cancellation Prohibited: Provider agrees not to cancel confirmed Bookings except in cases of Customer breach or Force Majeure. Provider acknowledges that cancellations cause significant harm to Customers, damage marketplace integrity, and undermine trust in the Platform.

Immediate Financial Consequences: If Provider cancels a confirmed Booking for any reason other than Customer breach or Force Majeure, the following consequences apply immediately:

Provider forfeits 100% of any payout for the canceled Booking, regardless of whether any portion has already been paid;

Provider must immediately refund to VenueSSS any amounts already paid to Provider for the canceled Booking within seven (7) business days of cancellation

Provider must pay VenueSSS a cancellation penalty equal to twenty percent (20%) of the Booking subtotal, with a minimum penalty of \$250 and a maximum penalty of \$10,000 per cancellation;

VenueSSS will withhold all pending payouts to Provider until all Customer refunds and cancellation penalties are satisfied;

Provider authorizes VenueSSS to charge Provider's payment method on file or setoff against future payouts for all amounts due under this Section.

Platform Consequences: In addition to financial penalties, Provider cancellations will result in:

(i) Immediate removal or significant reduction of Provider's search ranking and visibility for a minimum of ninety (90) days;

(ii) Prominent display of cancellation history on Provider's profile;

(iii) Loss of any "featured," "verified," or elevated status for a minimum of six (6) months;

(iv) Mandatory review of Provider's account and potential suspension of new booking acceptance;

(v) After two (2) cancellations within any twelve (12) month period: automatic account suspension pending review; and

(vi) After three (3) cancellations within any twenty-four (24) month period: permanent account termination.

Customer Notification and Rebooking: Upon Provider cancellation, VenueSSS will:

(i) Immediately notify affected Customer(s) of the cancellation;

(ii) Process full refunds in accordance with Section 10.4;

(iii) Provide rebooking assistance as described in Section 10.4;

(iv) Prohibit Provider from contacting Customer regarding the cancellation unless expressly authorized by VenueSSS in writing. If Provider contacts Customer without authorization, VenueSSS may: (A) increase the cancellation penalty by an additional ten percent (10%) of the

Booking subtotal; (B) extend account suspension; and (C) pursue liquidated damages for interference with VenueSSS's customer relationship and marketplace operations.

VenueSSS-Initiated Provider Termination: If VenueSSS suspends or terminates a Provider's account for any reason (including for cause pursuant to Section 21.10 or for violations of these Terms), the following shall apply:

(i) Automatic Future Booking Cancellation: All Bookings with event dates occurring more than thirty (30) days after the termination date shall be automatically canceled unless VenueSSS, in its sole discretion, determines that Provider will be permitted to fulfill specific confirmed Bookings under VenueSSS supervision.

(ii) Near-Term Bookings: For Bookings with event dates occurring within thirty (30) days of termination, VenueSSS may (but is not obligated to):

(A) Allow Provider to fulfill such Bookings under enhanced monitoring and conditions imposed by VenueSSS;

(B) Facilitate transfer of the Booking to an alternative Provider acceptable to Customer, with any price difference borne by the canceling Provider to the extent feasible;

(C) Cancel the Booking with full refund to Customer and financial consequences to Provider as set forth in this Section; or

(D) Require Provider to arrange for substitute performance by a qualified alternative provider approved by VenueSSS and Customer,

with all costs borne by Provider.

(iii) Customer Communications: VenueSSS has the sole and exclusive right to communicate with Customers regarding cancellations, alternatives, and refunds resulting from Provider termination. Provider may not contact affected Customers except as expressly authorized in writing by VenueSSS. Unauthorized customer contact shall constitute: (A) breach of these Terms; (B) interference with VenueSSS's business relationships; and (C) grounds for immediate forfeiture of all pending payouts and Reserves, plus liquidated damages equal to the greater of \$1,000 per unauthorized contact or twenty percent (20%) of the affected Booking subtotal.

(iv) Payout Withholding and Reserves: VenueSSS may withhold any amounts otherwise payable to Provider, including amounts for Bookings already performed, pending resolution of canceled Bookings, refund processing, cancellation penalties, damage claims, chargebacks, or other obligations arising from termination. Amounts withheld may be held for up to one hundred eighty (180) days after the last affected Booking date or until all claims are resolved, whichever is later.

(v) **Provider Liability:** Provider remains liable for all damages arising from Provider's termination or failure to perform Bookings, including breach of contract damages, Customer rebooking costs, and any amounts VenueSSS pays or credits to Customers that exceed amounts withheld from Provider.

Provider-Initiated Closure or Cessation of Operations: If Provider voluntarily closes its business, ceases operations, or becomes unable to perform future Bookings, Provider must:

- (i) Provide VenueSSS with at least sixty (60) days' advance written notice;
- (ii) Immediately stop accepting new Bookings through the Platform;
- (iii) Work cooperatively with VenueSSS to cancel and refund all future Bookings in accordance with this Section 11.6;
- (iv) Provide VenueSSS with updated contact information and payment method sufficient to satisfy all refund, penalty, and indemnification obligations; and
- (v) Remain liable for all obligations under these Terms, including cancellation penalties, refund obligations, and indemnification obligations, which survive closure or termination.

Bankruptcy or Insolvency: If Provider files for bankruptcy, makes an assignment for the benefit of creditors, or becomes subject to any insolvency proceeding, Provider must immediately notify VenueSSS. VenueSSS may immediately terminate Provider's account, cancel all future Bookings, and withhold all payouts pending resolution of Customer claims. Provider acknowledges that Customer refund obligations and Platform Fee obligations may be non-dischargeable in bankruptcy to the extent permitted by applicable law.

No Obligation to Perform: Except as expressly set forth in this Section 11.6, Provider termination or cancellation releases VenueSSS from any obligation to process future Bookings, remit payments, or provide Platform services to Provider, but does not release Provider from any obligations to Customers or VenueSSS that accrued before termination.

Permitted Cancellations: Provider may cancel without penalty under the following circumstances only:

- (i) Customer material breach of these Terms or Provider Terms (documented and reported to VenueSSS);
- (ii) Force Majeure Events as defined in Section 20 that make performance impossible or illegal;
- (iii) Customer fraud, misrepresentation, or provision of false information;

(iv) Circumstances presenting immediate safety or security risk to Provider, Provider's staff, or the venue; or

(v) With VenueSSS's prior written approval, which may be granted or denied in VenueSSS's sole discretion.

Provider must document the basis for any permitted cancellation and provide evidence to VenueSSS upon request. VenueSSS's determination of whether a cancellation qualifies as "permitted" is final and binding.

Disputes: Provider may challenge cancellation penalties or consequences by submitting a written dispute to legal@venuesss.co within five (5) business days of receiving notice of penalties, with supporting documentation. VenueSSS will review and respond within ten (10) business days. VenueSSS's decision is final absent manifest error.

12. Intellectual Property; User Content License

12.1 Platform IP

The Platform and all related technology, software, trademarks, and materials are owned by VenueSSS or its licensors. Subject to these Terms, VenueSSS grants you a limited, non-exclusive, non-transferable, revocable license to use the Platform for its intended purposes.

12.2 License to User Content

By posting User Content, you grant VenueSSS a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, modify, publish, display, distribute, and create derivative works from such User Content for operating, improving, and marketing the Platform.

12.3 Platform Data; Aggregated Data; Usage Rights

Platform Data Ownership: VenueSSS owns all right, title, and interest in and to: (i) all data generated by or through the Platform, including search queries, browsing behavior, booking patterns, pricing data, availability data, transaction data, user interaction data, and usage analytics (collectively, "Platform Data"); (ii) all compilations, analyses, aggregations, derivatives, and insights derived from User Content, Bookings, or user activity; and (iii) all algorithms, recommendation engines, matching logic, search ranking methodologies, and other proprietary technology and processes. Provider and Customer acknowledge and agree that Platform Data is distinct from User Content and constitutes VenueSSS's proprietary business information and trade secrets.

Aggregated and De-Identified Data: VenueSSS has the unrestricted right to collect, use, analyze, disclose, license, and commercialize aggregated, de-identified, or anonymized data derived from the Platform, User Content, or user activity for any purpose, including to: (i) operate, improve, and optimize the Platform; (ii) develop new products and services; (iii) conduct research and

analytics; (iv) create and publish benchmarks, market reports, or industry insights; (v) train machine learning models and artificial intelligence systems; and (vi) license or sell data products to third parties. VenueSSS will use commercially reasonable efforts to ensure that aggregated or de-identified data cannot reasonably be used to identify individual users, but VenueSSS makes no warranties regarding re-identification risk.

Restrictions on User Data Use: Users may not, and agree not to: (i) use Platform Data, including data about other users, Listings, pricing, or availability, for any purpose other than evaluating and completing Bookings through the Platform; (ii) scrape, crawl, data-mine, or systematically collect Platform Data through automated or manual means; (iii) use Platform Data to build, train, or improve competing or substantially similar products or services; (iv) aggregate, compile, or create derivative databases using Platform Data; or (v) disclose or provide Platform Data to third parties except as necessary to fulfill Bookings.

Provider Booking Data: Provider retains ownership of Provider's own business records relating to Bookings facilitated through the Platform (e.g., contracts with Provider's own employees or suppliers, internal financial records, customer relationship information generated outside the Platform). However, VenueSSS retains the right to use booking transaction records, pricing information, and performance data generated through the Platform as part of Platform Data. Provider may request an export of Provider's own Booking history data in accordance with VenueSSS's data export procedures, subject to VenueSSS's data retention policies and technical limitations.

Survival: The rights and restrictions set forth in this Section 12.3 survive termination of these Terms. Provider and Customer acknowledge that Platform Data has independent economic value to VenueSSS and that unauthorized use or disclosure of Platform Data would cause irreparable harm for which monetary damages would be an insufficient remedy, and VenueSSS shall be entitled to injunctive relief in addition to all other available remedies.

13. Copyright Infringement; DMCA Notice and Takedown Procedures

VenueSSS respects the intellectual property rights of others and expects users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, VenueSSS will respond to properly submitted notices of alleged copyright infringement and will terminate the accounts of repeat infringers in appropriate circumstances.

DMCA Takedown Notice: If you believe that content on the Platform infringes your copyright, you may submit a written notice to VenueSSS's designated DMCA agent containing the following information: (i) a physical or electronic signature of the copyright owner or person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works; (iii) identification of the material claimed to be infringing or to be the subject of infringing activity, with information reasonably sufficient to permit VenueSSS to locate the

material (such as URL or other specific location); (iv) your contact information, including address, telephone number, and email address; (v) a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. VenueSSS's designated DMCA agent for notice of alleged copyright infringement is: [DMCA Agent Name and Address to be provided]. Notices should be sent to legal@venuesss.co with "DMCA Takedown Notice" in the subject line. VenueSSS may remove or disable access to allegedly infringing content in its sole discretion upon receipt of a notice that substantially complies with the DMCA, but is not obligated to do so.

Counter-Notice Procedure: If you believe that content you posted was removed or disabled as a result of mistake or misidentification, you may submit a written counter-notice to VenueSSS's DMCA agent containing the following information: (i) your physical or electronic signature; (ii) 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 disabled; (iii) a statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification; (iv) your name, address, telephone number, and email address; (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or the District of Texas if your address is outside the United States); and (vi) a statement that you will accept service of process from the person who provided the original DMCA notice or an agent of such person. Upon receipt of a valid counter-notice, VenueSSS will forward it to the original complainant. If the original complainant does not file a court action seeking an injunction against the alleged infringement within ten (10) business days (or such other period as required by applicable law) after receiving the counter-notice, VenueSSS may restore the removed content in its sole discretion. VenueSSS is not obligated to restore content and may decline to do so for any reason.

Repeat Infringer Policy: VenueSSS maintains a policy of terminating, in appropriate circumstances and at VenueSSS's sole discretion, the accounts of users who are deemed to be repeat infringers. VenueSSS may also, at its sole discretion, limit access to the Platform and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. VenueSSS's determination of what constitutes a "repeat infringer" and what circumstances are "appropriate" for termination shall be made in VenueSSS's sole and absolute discretion.

No Liability: You acknowledge and agree that VenueSSS has no obligation to monitor content for copyright infringement and that VenueSSS shall have no liability to any party for removing or disabling content, for failing to remove or disable content, for restoring content pursuant to a counter-notice, or for any actions taken in good faith under this DMCA policy. VenueSSS reserves the right to modify this policy at any time.

14. Assumption of Risk

Events and event services involve inherent risks, including property damage, personal injury, illness, alcohol-related risks, crowd-related risks, and risks associated with third-party performance. You assume all risks arising from attending, hosting, participating in, or providing services for a Booking, except to the extent prohibited by law.

14.1 No Official Affiliation

References to major events (including the FIFA World Cup 2026 or related festivities) are for descriptive purposes only. VenueSSS is not affiliated with, endorsed by, sponsored by, or associated with FIFA, any teams, leagues, venues, or official organizers, unless VenueSSS expressly states otherwise in a written agreement signed by VenueSSS.

15. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” VENUESSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

VenueSSS does not guarantee that any Listing will result in a Booking or that any Customer or Provider will complete or perform any Booking as promised.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENUESSS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR LOST DATA, ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENUESSS’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE PLATFORM FEES YOU PAID TO VENUESSS IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100.

Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

17. Indemnification

You agree to defend, indemnify, and hold harmless VenueSSS and its officers, directors, employees, agents, and affiliates from and against any claims, damages, liabilities, losses, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your use of the

Platform; (b) your User Content; (c) your violation of these Terms; (d) your violation of law or third-party rights; or (e) any Booking you make or provide.

Providers' indemnity obligations include claims arising from premises liability, bodily injury, property damage, licensing/permit failures, employment and contractor claims relating to Provider personnel, and misrepresentations in Listings, except to the extent caused by VenueSSS's gross negligence or willful misconduct (to the extent such carve-out is required by law).

18. Suspension and Termination

VenueSSS may suspend or terminate your account and access to the Platform at any time if we believe you violated these Terms, pose risk to users or the business, or for any other legitimate business reason. You may stop using the Platform at any time. Sections that by their nature should survive termination will survive.

19. Dispute Resolution; Arbitration; Class Action Waiver

19.1 Informal Resolution

Before initiating a formal dispute, you agree to send written notice describing the dispute and requested relief to: legal@venuesss.co and VenueSSS, Inc., c/o [Registered Agent Name], [Business Address], Houston, TX [ZIP].

. If the dispute is not resolved within forty-five (45) days, either party may proceed to arbitration or small claims court as applicable.

19.2 Arbitration Agreement

Except as provided in Sections 19.3 and 19.6, any dispute, claim, or controversy arising out of or relating to these Terms or the Platform will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its applicable rules. The seat of arbitration will be Houston, Texas, subject to any mandatory consumer protection law that requires a different seat.

19.4 Class Action Waiver

You and VenueSSS agree that each may bring claims only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding, except as expressly provided in Section 19.6 (Mass Arbitration Procedures).

19.5 Opt-Out

You may opt out of arbitration within thirty (30) days of first accepting these Terms by emailing legal@venuesss.co with your name, account email, and an unambiguous statement that you wish to opt out of arbitration.

19.6 Mass Arbitration Procedures

If twenty-five (25) or more similar arbitration demands are asserted against VenueSSS by or on behalf of different claimants, and counsel for the claimants are the same or coordinated, or the claims are otherwise coordinated ("Mass Arbitration"), the following procedures shall apply:

Batching: The arbitration demands shall be processed in batches of ten (10) cases at a time. The parties shall meet and confer in good faith to determine the order of batches, and if the parties cannot agree, the batches shall be randomly selected by the arbitration provider.

Bellwether Process: The first batch of ten (10) cases shall proceed as bellwether arbitrations. The outcomes of these bellwether arbitrations are intended to guide the parties in reaching a global resolution of the remaining cases. No additional batches shall be filed, noticed for hearing, or processed by the arbitration provider until the bellwether arbitrations have concluded.

Stay of Remaining Cases: All arbitration demands beyond the initial bellwether batch shall be stayed and administratively closed by the arbitration provider pending completion of the bellwether proceedings. No filing fees, administrative fees, or arbitrator compensation shall be due for stayed cases during the stay period. The arbitration provider shall not administer, process, or assign arbitrators to stayed cases.

Good-Faith Mediation: Within thirty (30) days after the final award is rendered in the last bellwether arbitration, the parties shall engage in good-faith mediation to attempt to resolve all remaining stayed cases based on the bellwether outcomes. The mediation shall be conducted by a mutually agreed mediator or, if the parties cannot agree, a mediator selected by the arbitration provider. If the parties reach a global settlement, the stayed cases shall be dismissed with prejudice. If no global settlement is reached, the parties may proceed with additional batches of ten (10) cases in accordance with this Section 19.6.

Fees and Costs: Fees and costs for Mass Arbitration proceedings shall be allocated in accordance with the arbitration provider's Mass Arbitration Supplementary Rules or equivalent procedures, if any. VenueSSS shall not be required to pay filing fees, administrative fees, or arbitrator compensation for stayed cases or for cases beyond what is required under the applicable arbitration provider's rules and fee schedules. Each party shall bear its own attorneys' fees and costs unless otherwise awarded by the arbitrator or agreed by the parties.

Bellwether Selection Disputes: If the parties cannot agree on bellwether case selection, either party may petition the arbitration provider to appoint a process arbitrator solely to resolve the bellwether selection dispute. The process arbitrator's decision shall be final and binding.

Coordination with Individual Arbitration: These Mass Arbitration procedures do not limit any party's right to pursue individual arbitration for claims that are not part of a coordinated Mass Arbitration. The seat of arbitration for all proceedings under this Section 19.6 shall be Texas, subject to applicable consumer protection laws.

19.7 Court Jurisdiction for Injunctive Relief; Arbitration Enforcement

Notwithstanding the arbitration agreement, (a) any action seeking temporary or preliminary injunctive relief for alleged misappropriation of Confidential Information, violation of Section 9 (Anti-Circumvention), or infringement or misuse of intellectual property rights, and (b) any action to compel arbitration, stay proceedings pending arbitration, or confirm, modify, or vacate an arbitration award, shall be brought exclusively in the federal courts located in Harris County, Texas, and each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on inconvenient forum. This subsection applies to the extent permitted by law and does not limit any rights a consumer may have under applicable consumer protection laws.

20. Force Majeure

This Section 20 applies only to VenueSSS and Provider. Customer Force Majeure Events do not excuse Customer payment obligations, and Customers remain subject to Provider cancellation policies under Section 11.6.

Neither party shall be liable for any failure or delay in performance of its obligations under these Terms (other than payment obligations, included refund by Provider of any amounts paid in advance) due to events or circumstances beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; storms; hurricanes; pandemic; epidemic; public health emergency; quarantine or isolation requirements; government orders or restrictions; war; terrorism; civil unrest; labor disputes or strikes. (each, a "Force Majeure Event").

Notice and Mitigation: The party affected by a Force Majeure Event must: (a) promptly notify the other party in writing of the Force Majeure Event and its expected duration; (b) use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable; and (c) provide updates on the status of the Force Majeure Event upon reasonable request.

Duration and Termination: If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, or if the Force Majeure Event makes the service no longer needed because it was performable only on a specific date that has passed, either party may terminate the affected Booking or obligation (but not these Terms in their entirety) upon written notice to the other party.

Bookings: Force Majeure Events affecting Bookings shall be handled as follows: (a) if a Provider is unable to perform due to a Force Majeure Event, the cancellation and refund shall be governed by the Provider's cancellation policy as disclosed at checkout and Section 7 of these Terms; (b) if a Customer is unable to attend an event due to a Force Majeure Event, the cancellation and refund shall be governed by the applicable cancellation policy; (c) VenueSSS will use commercially reasonable efforts to facilitate communication and resolution between Customers and Providers affected by Force Majeure Events, but VenueSSS has no obligation to provide refunds, credits, or compensation beyond what is provided in the applicable cancellation policy.

Limitations: This Section 20 does not excuse: (a) Customer's obligation to pay for services already rendered before the Force Majeure Event; (b) Provider's obligation to refund amounts in accordance with applicable cancellation policies; (c) any party's payment obligations that accrued before the Force Majeure Event; or (d) VenueSSS's obligations to process payments and payouts through the Payment Processor (subject to Payment Processor availability).

21. Governing Law; Miscellaneous

21.1 Governing Law

Except as provided in Section 19 (Arbitration), these Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

21.2 Modification of Terms

VenueSSS may modify these Terms at any time by posting revised Terms on the Platform and/or sending notice to your registered email address. Material changes will be effective thirty (30) days after notice, except that changes to fees, payment terms, or Platform functionality may be effective immediately upon notice. Changes to dispute resolution provisions (Section 19) will not apply to disputes or claims filed before the effective date of the change. Your continued use of the Platform after the effective date constitutes acceptance of the modified Terms. If you do not agree to the modifications, your sole remedy is to stop using the Platform and terminate your account as provided in Section 21.10. Modifications will not apply to Bookings confirmed before the effective date unless otherwise required by law or unless the modification is necessary to comply with legal requirements, in which case the modification will apply to all Bookings.

21.3 Survival

The following provisions survive termination or expiration of these Terms and continue in full force and effect: Sections 1 (Key Concepts and Definitions), 3 (VenueSSS's Role; Contracts Between Users), 6 (Fees, Taxes, and Payments), 8.2 (Claims Windows), 9 (Anti-Circumvention and Confidentiality), 12 (Intellectual Property; User Content License), 13 (Copyright Infringement; DMCA), 14 (Assumption of Risk), 15 (Disclaimers), 16 (Limitation of Liability),

17 (Indemnification), 19 (Dispute Resolution; Arbitration; Class Action Waiver), 21 (Governing Law; Miscellaneous), and all of Appendix A (Payments Terms) and Appendix B (Provider Anti-Circumvention & Confidentiality Addendum). Additionally, any obligations accrued before termination (including payment obligations, Booking obligations, cancellation penalties, refund obligations, Reserve release obligations, indemnification obligations, and Provider liability for canceled or unfulfilled Bookings) survive termination indefinitely or until satisfied.

21.4 No Waiver

VenueSSS's failure to enforce any provision of these Terms, or to exercise any right or remedy available under these Terms or applicable law, does not constitute a waiver of that provision, right, or remedy, or of VenueSSS's right to enforce it in the future. Any waiver must be in writing and signed by an authorized representative of VenueSSS. No waiver of any breach of these Terms shall constitute a waiver of any subsequent breach.

21.5 No Third-Party Beneficiaries

These Terms are solely for the benefit of you and VenueSSS and do not create any third-party beneficiary rights. Without limiting the foregoing, Customers have no rights under Provider obligations to VenueSSS, and Providers have no rights under Customer obligations to VenueSSS. The contract between Customer and Provider for a Booking is separate from these Terms, and neither VenueSSS nor any third party is a beneficiary of that contract except as expressly stated in these Terms.

21.6 Assignment

You may not assign, transfer, or delegate these Terms or any rights or obligations hereunder, whether by operation of law or otherwise (including in connection with a merger, acquisition, change of control, or sale of assets), without VenueSSS's prior written consent, which may be granted or withheld in VenueSSS's sole discretion. For purposes of this provision, a change of control means any transaction or series of transactions resulting in more than fifty percent (50%) change in the direct or indirect voting control or beneficial ownership of your entity. Any attempted assignment, transfer, or delegation without VenueSSS's prior written consent is void and of no effect.

VenueSSS may freely assign, transfer, or delegate these Terms, in whole or in part, without restriction and without your consent, including in connection with a merger, acquisition, corporate reorganization, consolidation, sale of assets, financing, change of control, or to any entity controlling, controlled by, or under common control with VenueSSS, or to any successor or assignee as part of any bankruptcy, dissolution, or similar proceeding.

These Terms are binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

21.7 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms shall remain in full force and effect. If any limitation on the scope, duration, or geographic area of any provision is held to be unreasonable by a court of competent jurisdiction, such provision shall be reformed to the maximum scope, duration, or area that is reasonable.

21.8 Entire Agreement

These Terms, including all Appendices hereto (Appendix A: Payments Terms and Appendix B: Provider Anti-Circumvention & Confidentiality Addendum), and any policies incorporated herein by reference (including the Privacy Policy available at [URL]), constitute the entire agreement between you and VenueSSS regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

In the event of any conflict between the main body of these Terms and Appendix A (Payments Terms), Appendix A shall control with respect to payment-related matters. In the event of any conflict between the main body of these Terms and Appendix B (Provider Anti-Circumvention & Confidentiality Addendum), Appendix B shall control with respect to anti-circumvention and confidentiality matters.

Notwithstanding anything to the contrary, if you have entered into a separate written agreement with VenueSSS signed by an authorized representative of VenueSSS (such as an enterprise customer agreement, provider partnership agreement, or API license agreement), only these Terms of Service shall govern and apply. No separate written agreement shall modify, supplement, or supersede these Terms.

21.9 Notices

VenueSSS may provide notices to you by email to the email address associated with your account, by in-app notifications, or by posting notices on the Platform. Notices provided by email or in-app notification shall be deemed given when sent or displayed. Notices provided by posting on the Platform shall be deemed given when posted. It is your responsibility to keep your email address current and to check for Platform notifications.

You may provide notices to VenueSSS by sending written notice to: VenueSSS, Inc., Attn: Legal Department, legal@venuesss.co and VenueSSS, Inc., c/o [Registered Agent Name], [Business Address], Houston, TX [ZIP] via certified mail, return receipt requested, or via reputable overnight courier service. Notices to VenueSSS shall be deemed given upon VenueSSS's receipt

as confirmed by tracking information or return receipt. Notices required under Section 19.1 (Informal Resolution) may be sent by email.

21.10 Termination

Termination by VenueSSS: VenueSSS may suspend or terminate your account and your access to the Platform at any time, with or without cause, with or without notice, if we believe you have violated these Terms, pose a risk to users or the Platform, engage in fraudulent or illegal activity, or for any other legitimate business reason. VenueSSS may also suspend access or functionality pending investigation of suspected violations.

Termination by You: You may terminate your account at any time by sending written notice to legal@venuesss.co or by using the account termination feature in your account settings (if available). Termination of your account does not relieve you of any obligations for Bookings already confirmed, amounts owed to VenueSSS, or any other accrued obligations under these Terms.

Effect of Termination: Upon termination of your account: (a) your license to access and use the Platform terminates immediately; (b) VenueSSS may (but is not obligated to) delete your account and associated data, subject to VenueSSS's data retention policies and legal obligations; (c) all amounts owed to VenueSSS become immediately due and payable; (d) pending Bookings may be cancelled at VenueSSS's discretion, subject to applicable cancellation and refund policies; and (e) all provisions of these Terms that by their nature should survive (as set forth in Section 21.3) shall survive termination.

Outstanding Obligations: Termination of your account or these Terms does not affect or waive: (i) your obligations for Bookings confirmed before termination; (ii) amounts owed to VenueSSS (including Platform Fees, damages, penalties, or other charges); (iii) your indemnification obligations under Section 17; (iv) dispute resolution and arbitration obligations under Section 19; (v) VenueSSS's rights under Section 9 (Anti-Circumvention) with respect to Introduced Parties; or (vi) any other obligations that have accrued as of the date of termination.

Appendix A - Payments Terms

These Payments Terms apply to all payment functionality on the Platform and are incorporated into and made a part of the Terms. In the event of any conflict between these Payments Terms and the Terms, these Payments Terms shall control with respect to payment-related matters.

1. Payment Processor; Additional Terms

Payments are processed by the Payment Processor (as defined in the Terms). You authorize the Payment Processor and VenueSSS to process payments and payouts as described in these Terms, the Booking details, and applicable Payment Processor terms, and you agree to be bound by such Payment Processor terms. You acknowledge and agree that VenueSSS does not store full payment card numbers and that payment details are handled by the Payment Processor.

VenueSSS is not responsible for the Payment Processor's independent acts or omissions in handling payment information or processing transactions. You agree to pursue any disputes with the Payment Processor directly with the Payment Processor in accordance with its terms. This provision does not waive any claims against VenueSSS for VenueSSS's own breach of contract, fraud, gross negligence, or willful misconduct to the extent such waiver would be unenforceable under applicable law.

2. Authorization, Capture, and Adjustments

At checkout, you authorize charges for the Booking amount, Platform Fees, applicable taxes, and any additional charges that may arise under these Terms or the Booking terms. You authorize the Payment Processor to place authorizations, captures, partial captures, voids, refunds, and adjustments consistent with Booking terms and these Terms (including, without limitation, for overtime, additional services, refunds, cancellation fees, penalties, dispute outcomes, and chargebacks). Any adjustments for damages, overtime, or additional charges must be documented and submitted in accordance with the claims process set forth in Section 8.2 of the Terms (including the 7-day notice requirement and documentation standards). This authorization shall remain in effect until all obligations under the Booking and these Terms are satisfied.

3. Limited Collection Role (Where Applicable)

Where applicable, you acknowledge and agree that VenueSSS (or its designated payment entity) acts as a limited payment collection agent for Providers solely for the purpose of accepting payments from Customers and remitting amounts due to Providers, net of Platform Fees and permitted adjustments. Payment of amounts to VenueSSS or its designated payment entity shall constitute payment to the Provider. Payouts to Providers are conditional upon VenueSSS's or its designated payment entity's successful receipt and settlement of funds from Customers and may be delayed, reduced, or reversed due to payment disputes, chargebacks, fraud holds or reserves, Payment Processor failures or delays, or Payment Processor rules and requirements. VenueSSS's obligations as a limited collection agent are subject to these Terms and terminate upon VenueSSS's remittance of funds to the Payment Processor or Provider. VenueSSS's use of staged payouts, reserves, and withholding as described in Section 4A is a condition of VenueSSS's agreement to act as limited collection agent and is necessary to ensure VenueSSS can satisfy Customer refund obligations arising from Provider cancellations, performance failures, or business closures without advancing VenueSSS's own funds.

4. Payout Timing; Holds; Reserves

Payouts to Providers may be delayed, withheld, or reduced in VenueSSS's sole discretion for fraud prevention, risk management, compliance review, dispute resolution, chargebacks, suspected violations of these Terms, investigations, or as required or permitted by the Payment Processor, applicable law, or card network rules. VenueSSS may apply rolling reserves, holds, or other risk mitigation measures in its sole discretion where permitted by the Payment Processor and applicable law. No interest shall accrue on any delayed or withheld amounts.

4A. Payout Timing; Event-Based Release; Rolling Reserves

Standard Payout Schedule for Event-Based Bookings: To protect Customers and maintain marketplace integrity, payouts to Providers for Bookings are processed on the following schedule:

(i) For Bookings with event dates more than forty-five (45) days in the future at the time of booking confirmation:

- 50% of Provider's net payout (after Platform Fees and Transaction Taxes): Released seven (7) business days after booking confirmation

- 50% of Provider's net payout: Released three (3) business days after the event end time, subject to subsection (d) below

(ii) For Bookings with event dates between fifteen (15) and forty-five (45) days in the future at the time of booking confirmation:

- 30% of Provider's net payout: Released seven (7) business days after booking confirmation

- 70% of Provider's net payout: Released three (3) business days after the event end time, subject to subsection below

(iii) For Bookings with event dates within fifteen (15) days of booking confirmation:

- 100% of Provider's net payout: Released three (3) business days after the event end time, subject to subsection below

Rolling Reserve Account: In addition to event-based payout timing, VenueSSS may withhold up to fifteen percent (15%) of each payout in a rolling reserve account ("Reserve") to cover potential refunds, chargebacks, disputes, damage claims, cancellation penalties, and Provider performance failures. The Reserve applies as follows:

(i) VenueSSS will withhold the Reserve percentage from each payout otherwise due to Provider;

(ii) Reserved amounts will be released ninety (90) days after the corresponding event date, less any claims, chargebacks, refunds, or penalties processed during that period;

(iii) VenueSSS may adjust the Reserve percentage (from 0% to 25%) and hold period (from 60 to 90 days) based on Provider's performance history, cancellation rate, dispute rate, Booking volume, account age, and risk profile, with notice to Provider;

(iv) For new Providers (fewer than 10 completed Bookings), VenueSSS may apply a Reserve of up to twenty-five percent (25%);

(v) No interest accrues on Reserved amounts.

High-Value Booking Enhanced Holds: For individual Bookings with a subtotal exceeding \$15,000, VenueSSS may extend the post-event payout hold from three (3) business days to seven (7) business days to allow additional time for damage inspection, claims submission, and Customer feedback.

Conditions Precedent to Post-Event Payout Release: The post-event payout (or any portion withheld under subsections (a)(i)-(iii)) will be released only if all of the following conditions are satisfied:

(i) The event occurred as scheduled and Provider performed in accordance with the Booking terms and Provider Terms;

(ii) No damage claims, additional charge claims, or dispute claims have been submitted by Customer within the timeframe specified in Section 8.2 of the Terms (7 days), or all such claims have been resolved in Provider's favor;

(iii) No chargebacks or payment disputes have been initiated;

(iv) Provider has not canceled or materially breached the Booking;

(v) Customer has confirmed completion of the event or the claim period has expired without claims; and

(vi) No fraud, safety, or Terms violations have been identified by VenueSSS.

Extended Holds for Investigations: VenueSSS may extend any payout hold indefinitely if:

(i) A claim, chargeback, or dispute is pending;

(ii) VenueSSS is investigating potential fraud, Terms violations, or safety issues;

(iii) Provider's account is under review for cancellations, poor performance, or other marketplace integrity concerns; or

(iv) Legal process, court orders, or regulatory requirements mandate withholding.

Provider Business Closure or Account Termination: If Provider closes its business, terminates its account, or VenueSSS terminates Provider's account, all amounts in the Reserve and all withheld payouts will be held for one hundred eighty (180) days after the last completed event to satisfy Customer refund claims, cancellation penalties, chargebacks, damage claims, indemnification obligations, and other amounts due to VenueSSS or Customers. After 180 days, VenueSSS will release remaining amounts, if any, less any outstanding obligations.

Setoff Rights: VenueSSS may setoff any amounts described in Section 6 of these Payments Terms (Setoff) against any payouts, including amounts in the Reserve, at any time.

Purpose and Acknowledgment: Provider acknowledges and agrees that:

(i) The payout timing and Reserve structure are necessary to protect Customers and maintain marketplace integrity;

(ii) These provisions enable VenueSSS to provide Customer refunds for Provider cancellations and failures without advancing VenueSSS's own funds;

(iii) Provider is not entitled to payouts until the conditions in the Conditions Precedent subsection are satisfied;

(iv) Delayed payouts and Reserves do not constitute a loan, debt, or obligation owed by VenueSSS to Provider, but rather conditional payment terms; and

(v) Provider bears the risk of Provider's own cancellations, performance failures, and customer disputes.

Exceptions: VenueSSS may, in its sole discretion, accelerate payouts or reduce Reserve percentages for Providers with excellent performance history, high Customer satisfaction ratings, low dispute rates, and low cancellation rates. Such exceptions are granted on a case-by-case basis and may be modified or revoked at any time.

5. Chargebacks; Disputes; Reversals

Chargebacks and payment reversals shall result in immediate reversal of payouts and additional fees, including chargeback fees, administrative fees, and any costs incurred by VenueSSS in responding to or contesting the chargeback. VenueSSS shall allocate responsibility for chargebacks based on the following process: (i) VenueSSS will notify the Provider of the chargeback and request cooperation and supporting evidence within 7 business days of notice; (ii) VenueSSS will apply Payment Processor rules and card network requirements and consider the following factors: compliance with cancellation and refund terms, proof of service

performance or delivery, in-platform communications and documentation, fraud indicators, and the party at fault for the underlying dispute; (iii) VenueSSS will notify the Provider of its allocation decision, and the Provider may submit a written challenge within 5 business days with supporting documentation. VenueSSS will make such allocation determinations reasonably and in good faith, consistent with applicable Payment Processor requirements and card network rules; and (iv) VenueSSS's final decision shall be binding absent manifest error. Providers agree to reimburse VenueSSS for any chargebacks, fees, or costs allocated to them within 10 business days of the final allocation decision.

6. Setoff

To the fullest extent permitted by applicable law, VenueSSS may offset any and all amounts owed to VenueSSS or its affiliates arising from Bookings, use of the Platform, or these Terms (including, without limitation, Platform Fees, liquidated damages under Section 9, chargeback fees, refunds, payment reversals, penalties, taxes, indemnification obligations, damages, and all enforcement costs and attorneys' fees) against any payouts, deposits, or other amounts otherwise due to a Provider or Customer under these Terms. This right of setoff shall survive termination of these Terms and may be exercised at any time with prompt notice to the affected party, except where prior notice is prohibited by applicable law, Payment Processor rules, or card network requirements, or where prior notice would compromise fraud prevention or investigation efforts.

7. No Guarantee of Payment

VenueSSS makes no representations or warranties regarding payment processing and does not guarantee that payments will not be reversed, disputed, charged back, or delayed. VenueSSS disclaims all liability for any losses arising from payment reversals, disputes, chargebacks, payment failures, Payment Processor errors or failures, or delays in payment processing. Providers and Customers assume all risks associated with payment processing and agree that VenueSSS's sole obligation is to use commercially reasonable efforts to facilitate payments through the Payment Processor.

Appendix B - VenueSSS Provider Anti-Circumvention & Confidentiality Addendum

This Provider Anti-Circumvention & Confidentiality Addendum (this "Addendum") is entered into by and between VenueSSS, Inc. ("VenueSSS") and the undersigned Provider ("Provider") effective as of the date Provider accepts this Addendum (the "Effective Date"). This Addendum

supplements and is incorporated into the VenueSSS Terms of Service (the “Terms”). If there is a conflict, this Addendum controls as to the topics covered here.

1. Definitions

1.1 **“Provider”** means the venue host and/or service provider business (and its owners, employees, contractors, agents).

1.2 **“Customer”** means any end user seeking to book a venue and/or services.

1.3 **“Introduced Party”** means any Customer (or other counterparty) that Provider first identifies, meets, contacts, communicates with, or learns about through the VenueSSS platform, including via listing views, inquiries, messages, quotes, booking requests, or bookings.

1.4 **“Off-Platform Transaction”** means any booking, contract, payment, or arrangement made outside the VenueSSS platform that relates to a Platform-originated inquiry, quote, or booking.

1.5 **“Booking Subtotal”** means the total price for the venue/services (excluding taxes) for the circumvented event/booking, as reasonably determined by VenueSSS from available information.

2. No Circumvention; No Fee Avoidance

2.1 **Non-Circumvention.** Provider will not, directly or indirectly, solicit, contract with, accept payment from, or provide venue/services to any Introduced Party through an Off-Platform Transaction where the purpose or effect is to bypass VenueSSS, avoid platform fees, or avoid Platform booking processes.

2.2 **No Steering.** Provider will not encourage, request, or assist a Customer to book or pay outside the platform for any Platform-originated inquiry/quote/booking (including by offering discounts or alternate terms conditioned on Off-Platform payment).

2.3 **Redirection Duty.** If an Introduced Party contacts Provider directly regarding a Platform-originated inquiry/quote/booking, Provider will promptly direct the Customer to complete the booking through VenueSSS (e.g., by sending a booking link or instructing the Customer that non-in-person bookings must be completed through the platform).

2.4 **Pre-Existing Relationship.** This Section 2 does not prohibit transactions with a Customer where Provider can reasonably demonstrate a pre-existing relationship that arose independently of VenueSSS and without use of the platform.

3. Confidentiality; Use of Platform Information

3.1 **Confidential Information.** Provider will keep confidential and will not disclose or misuse: VenueSSS’s non-public fee structure, commercial terms, pricing strategy, onboarding materials,

operational playbooks, lead data, and any non-public information learned through the platform (“Confidential Information”).

3.2 Customer/Lead Data. Provider may use Introduced Party information only as necessary to evaluate and fulfill Platform bookings and may not use such information to facilitate Off-Platform Transactions.

4. Term

4.1 The obligations in Section 2 (Non-Circumvention) apply: (a) during the period Provider is an active user of the Platform; and (b) for six (6) months after Provider's account is terminated, deactivated, or Provider ceases using the Platform, with respect to any Introduced Party with whom Provider had contact during the active period.

4.2 The obligations in Section 3 (Confidentiality) apply during Provider's use of the platform and for three (3) years thereafter (or longer to the extent the information remains a trade secret under applicable law).

5. Remedies; Liquidated Damages; Setoff

5.1 Termination/Removal. Provider acknowledges that breach harms VenueSSS's marketplace integrity. VenueSSS may immediately suspend/terminate Provider's account and remove listings for any breach.

5.2 Liquidated Damages. Provider agrees that VenueSSS's damages from circumvention are difficult to calculate. If Provider breaches Section 2, Provider will pay VenueSSS liquidated damages equal to the greater of:

(a) The Platform fees that would have applied to the circumvented transaction (calculated using VenueSSS's standard fee schedule in effect at the time of the transaction), plus VenueSSS's reasonable investigation and enforcement costs; or

(b) If the actual Booking Subtotal cannot be determined from available information, thirty percent (30%) of the reasonably estimated Booking Subtotal, plus VenueSSS's reasonable investigation and enforcement costs.

Provider agrees this is a reasonable estimate of damages and not a penalty. VenueSSS shall make reasonable efforts to determine actual Platform fees under subsection (a) before applying the alternative calculation in subsection (b).

5.3 Injunctive Relief. Provider agrees VenueSSS may seek injunctive or equitable relief to prevent or stop breaches of Sections 2 and 3.

5.4 Setoff. To the extent permitted by law and payment processor rules, VenueSSS may offset amounts owed under this Addendum against amounts otherwise payable to Provider.

5.5 Additional Consequences. In addition to liquidated damages, Provider acknowledges that circumvention may result in: (a) permanent exclusion from the Platform and all VenueSSS-affiliated marketplaces; (b) negative reporting to industry associations or verification services; (c) reporting to relevant licensing authorities if circumvention involves unlicensed operation; (d) public disclosure of the violation if Provider engages in repeated or egregious circumvention affecting multiple Customers; and (e) pursuit of injunctive relief to prevent ongoing violations. These consequences are in addition to, not in lieu of, liquidated damages and any other remedies available to VenueSSS.

6. Miscellaneous

6.1 No Waiver. Failure to enforce is not a waiver.

6.2 Governing Terms / Disputes. This Addendum is governed by the Terms' governing law and dispute resolution provisions, which are incorporated by reference.

6.3 Authority. Provider represents it has authority to bind the business and all personnel acting on its behalf.

6.4 Electronic Acceptance. Clicking "I Agree," electronically signing, or using the platform after presentation of this Addendum constitutes acceptance.