

## Terms of Use

This Website and its applications are offered solely to obtain information to plan and be able to book an event. The terms “**Company**” we, us, our shall refer to Plan Tech, Inc., a New Jersey corporation and its subsidiaries and affiliates. Any Company affiliated “**Website**” including [www.eventsdragon.com](http://www.eventsdragon.com), is owned and operated by Plan Tech, Inc. The term “**Client**” refers to customer using the Website and booking an event using Vendors available on the Website, applications, or booked through the Company or through our customer service agents. The term “**Vendor**” refers to provider of products or services or locations for the events industry.

By using this Website, your use is conditioned upon your acceptance of all of the terms of use, policies, conditions, notices contained and set forth in this agreement and on the Website. Through the services offered by the Company, we assist in all aspects of event planning through our site and our connections with Vendors.

By using our Website and information available through the Company, you agree that:

1. you will use this website in accordance with the terms of use.
2. you only use this website to make a legitimate booking for you or your entity whom you were legally authorized to act on behalf of.
3. you are at least 18 years of age.
4. you have the legal authority to enter into a binding contract and legal obligation.
5. you agree to provide true accurate current and complete information and shall provide updated information immediately upon request and should there be any change in your profile information

The Company retains the right in its sole discretion to deny access to anyone and the information available on its Website any time in for any reason including but not limited to for violation of these terms of use.

As a Client of the Company and our software applications, you agree and consent to conduct your own due diligence regarding any selected Vendors in addition to the information provided by the Company. While the Company provides a marketplace for Clients to be given the opportunity to conduct their event, the Company cannot guarantee each Vendor’s abilities, professional training, identity, and or the quality of services offered by Vendors. The Website and its applications are an opportunity for you as a Client to be presented with the ability to make an informed decision and to conduct further independent research, as you deem necessary, to verify that the Vendor(s) you select will be appropriate for your event.

As Vendors you agree to the terms on behalf of you as an individual or on behalf of your Company. If you are making a representation on behalf of the Company you are representing by agreeing to the terms of use that you have the authority to make decisions for and agreements on behalf of the legal entity. Any reference to you or your in this Agreement shall also refer to the Vendor or Client using the Website.

## **Liability Disclaimer**

While the Company requires all information provided by its Vendors to be accurate, there may be occurrences whereby inaccurate information is published. The information, software, products and services published by the Company on this Website may include errors, including but not limited to pricing errors. Therefore, Company cannot guarantee the accuracy of, and disclaims any and all liability for any errors or other inaccuracies relating to the information and description of the Vendors and services displayed on its sites and within its applications. The Company expressly reserves the right to correct any errors including but not limited to those containing an incorrect price.

The Company and its affiliates make no guarantees about the availability and quality of specific products and services. The Company and its Vendors reserve the right to make changes on the Website at any time. Vendors are obligated to manage and maintain their listing for accuracy of all information provided.

The Company and its Vendors make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services.

All such information, software products, and services are provided “as is” without warranty of any kind. The Company and their respective Vendors hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

The Company further disclaims any and all liability relating to any computer viruses, malware, misinformation, software, linked sites, products and services obtained through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise. If, despite the limited liability disclaimer set forth above, a Court or Arbitrator finds the Company or its respective Vendors liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Company or its Vendors shall in no event exceed, in the aggregate, the greater of the service fees you paid to Company in connection with such transaction(s) on this Website. The limitations of liability provided in these Terms of Use are intended to benefit the Company and its respective Vendors.

## **Vendors are Independent Contractors and do not Act as Agents of Company**

The Vendors and other Services offered on this Website are independent contractors and not agents or employees of the Company. The Company is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Vendors or for any personal injuries, death, property damage, or other damages or expenses arising out of those occurrences. The Company is not liable for any

personal injuries, death, property damage, or other damages or expenses arising from a pandemic, or should a Client and Vendor decide to meet in person for any reason.

The Company shall have no liability and will make no refund in the event of any delay, cancellation, strike, pandemic, governmental Order, Act of God, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-scheduling or acts of any government or authority.

### **Endorsement/Purpose Disclaimer**

Additionally, Company does not make any endorsement on behalf of any products or services. Company and its affiliates are in no way responsible for providing goods and services to Clients. Company is offering a marketplace for Clients to make an independent selection to hire Vendors. Vendors must agree to list accurate information regarding the name and business is provided and offered through the Company. Should there be any changes to this information, Vendors agreed to immediately update Company and to provide requisite documentation to prove any change of information. Upon a change of ownership of an entity, the Vendor agrees to immediately provide Company with notice so that the Company may determine whether a new account must be opened. Vendors that are offering services to Clients must obtain and maintain a valid business operations license, and be able to obtain insurance and provide proof prior to the event.

### **How to Contact Company**

If any party has any questions or concerns regarding the this Agreement related to our website, please feel free to contact us at: Email: [inquiries@eventsdragon.com](mailto:inquiries@eventsdragon.com) or our Mailing Address: Plan Tech, Inc. 407 Blue Spring Road, Princeton, NJ 08540

### **Reservation of Rights to Modify**

The Company reserves the right, in our sole discretion, to change, modify, add, or remove portions of these Terms at any time, and you agree to be bound by such modifications or revisions. It is your responsibility as a Client of the Site to check the Terms as any changes will be binding on you. By continuing to use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In accordance with applicable New Jersey law, Company reserves the right to terminate inappropriate Vendors or Clients who are found to have repeatedly violated the terms of use set forth herein. New Jersey law will govern the terms of this agreement. Company also reserves the right to terminate the accounts of any Clients, or take action against anyone who infringes any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

These Terms of Use are governed by the Federal Arbitration Act, federal arbitration law, and for reservations made by U.S. residents, the laws of the state of New Jersey, without regard to principles of conflicts of laws. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this paragraph.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration. With the exception of disputes alleging criminal or statutory violations, the binding arbitration will be in accordance with the Rules of the Better Business Bureau (Binding). A volunteer BBB arbitrator will render a decision that the arbitrator considers to be fair; in doing so, the arbitrator is not required to apply legal principles. The arbitrator's decision will be final and binding on all Parties, and judgment on the decision may be entered in any court having jurisdiction. All administrative fees for the arbitration will be paid by the offending party or parties as judged. Further information about BBB arbitration may be obtained by calling the BBB Serving New Jersey at 609-588-0808. This Agreement to Arbitrate affects important legal rights. Neither of us will be able to go to court for disputes that must be arbitrated.

administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

It is further expressly agreed that by use of this Company's information and website services that no joint venture or partnership is created. There also is also no employment relationship created between any Vendor and the Company as a result of this Agreement or use of this Website.

Nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.

Should it be determined by a Court of Law or other Authority that any section of this Agreement is unenforceable, the remaining provisions shall remain enforceable. The Company does not have control over the existence, quality, accuracy, safety, or legality of the transactions that take place or the accuracy of Vendor material, including accuracy of their information, location, services, products, etc. Company has no control over the ability of Vendors to provide items or perform services or the ability of Clients to pay for any goods and services.

Vendors and Clients will establish their Website accounts by providing unique username and password, which will be verified prior to Website access. Vendors and Clients agree that access to their information will be limited to only the individual creating their account.

Vendors agree their account will not be used by multiple unique businesses, except where one account manages more than one storefront, consolidated under a single unique business. In all cases, Vendor indemnifies and holds harmless Company, given any negligence.

Vendor agrees this Terms of Use document, plus Privacy Policy and Vendor Agreement make up the entire agreement. Client agrees this Terms of Use document, plus Privacy Policy and Client Agreement make up the entire agreement.