



TERMS OF USE

Advanced Event Systems Terms of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

This website ("Website") is owned and operated by Advanced Event Systems, LLC, d/b/a Advanced Event Systems ("AES").

By accessing this Website, you accept without limitation or qualification, and agree to be bound and abide by, the following terms and conditions ("Terms of Use").

AES may revise and update these Terms of Use from time to time in its sole discretion. Your continued use of this Website following the posting of any revised Terms of Use means that you accept and agree to any and all changes to the Terms of Use.

1. USE

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree NOT to: (i) use the Website in any manner that could disable, overburden, damage, or impair this website, or interfere with any other use of this website, including, but not limited to, any user's ability to engage in real-time activities through this website; (ii) use any robot, spider, script, scraper, crawler, or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material or content on the Website; (iii) use any manual process to monitor or copy any of the material or content on the Website, or to engage in any other unauthorized purpose without the express prior written consent of AES; (iv) otherwise use any device, software or routine that interferes with the proper working of the Website; or (v) otherwise attempt to interfere with the proper working of the Website. You further agree NOT to copy, reproduce, republish, distribute, display, transmit, upload, scrape, frame, make derivative works, sell, or license any content or material from the Website.

2. CLAIMS

You agree (i) any claim, cause of action or dispute ("Claim") arising out of or related to the Terms of Use or your use of the Website is governed by New York State law regardless of your location or any conflict or choice of law principle; (ii) that venue properly lies in the state or federal courts located in Rochester, New York, and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action; (iii) to indemnify AES for any damage, loss, and expense (e.g. legal fees) arising from claims related to your use; and (iv) you are liable for Terms of Use breaches by any affiliates retained by you, directly or indirectly.

3. DISCLAIMER

To the extent permitted by law, (1) we make no promise as to the Website, its completeness, accuracy, availability, timeliness, security or reliability; (2) your access and use are at your own risk, and the Website is provided "AS IS" and "AS AVAILABLE"; (3) we are not liable for any harm resulting from your use of the Website; (4) AES and our officers, directors, and employees, disclaim all warranties and conditions, express or implied, of merchantability, fitness for particular purpose, or non-infringement; (5) AES and our officers, directors, and employees are not liable for any indirect, incidental, special, consequential or punitive damages, or any loss (e.g. of profit, revenue, data, or goodwill); and (6) in no event shall our total liability exceed \$100.

Many jurisdictions have laws protecting consumers and other contract parties, limiting their ability to waive certain rights and responsibilities. We respect such laws; nothing herein shall waive any rights or responsibilities that cannot be waived.

4. MISCELLANEOUS

Users complying with any prior written agreement may access the Website thereby until authorization is terminated. Otherwise, this is the exclusive and entire agreement between you and AES. If a provision herein is unenforceable, other provisions are unaffected. See our Privacy Policy for how we collect and use data.

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