

TERMS OF USE

These terms of use (the "Terms") govern your use of **www.concertedusa.org** (the "Site"). This Site is owned and operated by Concerted.

Our Privacy Policy and any other policies or guidelines that may be applicable to features on this Site are also incorporated into the Terms. By using this Site, you indicate that you have read and understand these Terms and expressly agree to abide by them at all times.

THESE TERMS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Future Changes

These Terms may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms or post a notice on our Site.

Account Registration

You may browse our site without registering for an account. You will be required to register for an account to use certain features of the Site. When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and you will update your personal information if it changes;

We reserve the right to refuse registration, suspend or terminate your account if we have any reason (in our sole judgment) to suspect that you are using our Site in an illegal or fraudulent manner or in any other manner in violation of these Terms.

Acceptable Use

As a user of our Site, you agree to comply with all applicable laws and regulations and that you will **not**:

- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Use the Site if you are under the age of 13.

If we believe you are using our Site illegally or in a manner that violates these Terms, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Intellectual Property

All content published and made available on our Site is the property of Concerted and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms of use and privacy policies of these third-party websites before using these sites.

Disclaimer of Warranties

We provide the Site and the content to you "as is". We try to keep the Site up, bug-free, and safe, but you use it at your own risk. To the fullest extent permissible by law, and to the extent that applicable law permits the disclaimer of express or implied warranties, we disclaim all warranties, express or implied, including any warranty of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, or warranties that may arise from course of dealing or course of performance or usage of trade. We do not guarantee that the Site will always be safe, secure, or error-free, or that the Site will always function without disruptions, delays, or

imperfections. We are not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. If you are a California resident, you waive California Civil Code § 1542, which says: a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Limitation of Liability

Concerted and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site, the content of the Site or any product or service purchased through the Site. Without limiting the foregoing, you acknowledge and agree that Concerted will have no liability or responsibility whatsoever for: (i) any failure of a user of the Site to conform to the rules of conduct herein, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Site, (iii) any errors, mistakes or omissions in any content on our Site; or (iv) any lost, stolen or damaged tickets or issues with a venue honoring a ticket. Your sole and exclusive remedy for dissatisfaction with the Site is to stop using the Site.

Indemnity

If anyone brings a claim against us related to your use of the Site or your violation of these Terms, except where prohibited by law, you agree to indemnify and hold harmless Concerted and our directors, officers, agents, employees, subsidiaries, and affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses including legal fees. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

Applicable Law

These Terms are governed by the laws of the State of Ohio.

Dispute Resolution

Subject to any exceptions specified in these Terms, if you and Concerted are unable to resolve any dispute through informal discussion, then you and Concerted agree to submit the issue first before a non-binding mediator and then to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Concerted. You and we thereby each agree to waive any right to a jury trial and agree that you and we may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

Notwithstanding any other provision in these Terms, you and Concerted agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms. All other provisions will not be affected by the removal and the rest of these Terms will still be considered valid.

Contact Details

Please contact us if you have any questions or concerns at info@concertedusa.org or 2345 Ashland Ave, Cincinnati OH 45206.