

Click [here](#) or scroll to the bottom of this page for Live! at the Battery Atlanta’s Text Message Terms and Conditions.

ECI Terms of Use

Last updated and effective: **May 21, 2018**

I. Overview

These Terms of Use (“**Terms**”) govern your access to and use of any websites, applications, features, or online services provided by Entertainment Consulting International, LLC or any of its affiliates (“**ECI**”) (collectively, the “**Services**”). Click [HERE](#) for a list of our branded properties. ECI may also be referred to herein as "we," "us," and "our" within the Terms. The terms “user,” "you," and "your" refer to you as a user of the Services. For purposes of these Terms, “affiliate” means a group of corporations, limited liability companies and partnerships that are owned and operated by a separate, single-purpose legal entity and that collectively own any property to which ECI provides its development and management services. Any reference to multiple entities under the name Entertainment Consulting International, LLC and ECI is not intended to suggest any common ownership or control with such affiliates.

When using particular services or features of the Services, both these Terms and a separate guidelines, rules, or terms document may apply to your use of that feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE SERVICES. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS DESCRIBED BELOW, AND AN AGREEMENT THAT MOST DISPUTES BETWEEN YOU AND ECI WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THAT MEANS THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE AND THAT YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT BEFORE A JUDGE OR JURY. YOU ALSO WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

II. Accepting these Terms

Please be aware that these Terms constitute a binding legal agreement between you and ECI outlining your legal rights, obligations, and remedies arising from your use of the Services. You agree you are responsible for your use of the Services and any consequences resulting from your use of the Services. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you do not agree to these Terms, you may not use the Services.

You may use the Services only if you: (a) can form a binding contract with ECI and (b) are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and that you agree, on behalf of the party that you represent, to these Terms. If you reside in a jurisdiction that restricts the use of the

Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Services.

By accessing or using the Services, you represent and warrant that you have the right, authority, and capacity to enter into this agreement, you will abide by these Terms, and that you have read, understand, and agree to be bound by these Terms, and by the terms of ECI's Privacy Policy at www.liveatthebatteryatlanta.com/privacy-policy.

III. Your Representations & Warranties to ECI

By using the Services, you represent, warrant, and agree:

- A.** You will only use the Services for lawful purposes, and you will not use the Services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
- B.** You will not use the Services to cause nuisance, annoyance or inconvenience;
- C.** You will not impair the proper operation of the Services or any network which is used to support or access the Services;
- D.** You will not try to harm the Services in any way whatsoever;
- E.** You will not copy, or distribute the Services or any Content (defined below) without written permission from ECI (or, for User Content, the Content owner);
- F.** You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
- G.** You will keep secure and confidential your account password or any identification we may provide you which allows access to the Services; and
- H.** You will provide us with whatever proof of identity we may reasonably request.

IV. Accounts and Registration

A. Registering for an Account: In order to use or access certain Services or features of the Services, you may be asked to register for a user account (an "**Account**") and become a registered user of the Services (a "**Registered User**"). When you become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and you agree that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Account you register, and for any actions that arise from or take place using your Account, whether or not you have authorized such actions or use; and (5) immediately notify ECI of any unauthorized use of your Account. Failure to abide these Terms, including, without limitation, the restrictions above, may result in immediate termination of your Account.

B. Your Account Information: You may not select or use an Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and ECI or any third party; or (4) that, in ECI's sole discretion, is offensive, vulgar, or obscene. ECI reserves the right to refuse registration of an Account, or cancel any account name, in its sole discretion.

C. ECI's Termination of Access to the Services: ECI maintains the right to suspend or disable your access to the Services and any Account you may have created, at its sole discretion and without prior notice

to you, if you breach the Terms, or if ECI otherwise determines such action is warranted. ECI reserves the right to revoke your access to and use of the Services at any time, with or without cause, whether or not you have established an Account or are a Registered User.

D. Your Cancellation of Your Account: You may cancel your Account at any time by contacting ECI using the contact information for us included at the end of these Terms. Upon cancellation of your Account, ECI may retain and continue to use your information in accordance with the terms of its Privacy Policy at www.liveatthebatteryatlanta.com/privacy-policy.

V. User Conduct

As a condition of your use of the Services, you agree not to use the Services: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by ECI as typical or expected use of the Services consistent with the purposes for which the Services were created. You specifically agree not to:

1. Use the Services to undertake or accomplish any unlawful purpose, including but not limited to, posting, uploading, storing, transmitting or disseminating or posting links to any Content (defined below) which is (a) obscene, unlawful, defamatory, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; (b) which infringes the intellectual property rights or other proprietary or personal rights of any person or entity; or (c) which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any law, order, or regulation;
2. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services user;
3. Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity via the Services;
4. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
5. With the exception of accessing RSS feeds and for purposes of search engine indexing, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
6. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
7. Interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
8. Restrict, inhibit, or otherwise interfere with the operation of the Services or any user's enjoyment of the Services (except for tools for safety and security functions set on devices that you own or control – such as parental controls), including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;

9. Register under the name of, or attempt to use the Services under the name of, another person;
10. Allow another person to access the Services using your credentials;
11. Capture, rip, download, or otherwise create a copy of any Content available through the Services (other than as cached through the normal operation of a standard web browser) without obtaining any required permission of ECI or, where applicable, the third-party Content owner;
12. Take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any service or product that may be presented by the Services;
13. Use the Services, related Content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
14. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property, publicity, or other legal rights;
15. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, or underlying code or program available to others, in whole or part, in any manner not expressly permitted by these Terms;
16. Interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
17. Perform any fraudulent activity using or in connection with the Services, including claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information;
18. Frame, mask, extract data or other materials from, copy or distribute – including by use of any robot, scraper, or other data-mining technology or process – the Content, except as may be a result of standard search engine or Internet browser usage; or
19. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

You are solely responsible for your interactions with other users of the Services. We are not responsible or liable for the actions of any user. ECI reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.

VI. Content and Limited Licenses

A. Content Definitions: There are various types of content involved in providing and operating the Services. Throughout these Terms, the term “**Content**” means all text, links, graphics, images, photos, music, software, audio, video, information, software, code, copyrights, trademarks, trade dress, domain names, and other materials and intellectual properties comprising or included within the Services, and includes both ECI Content and User Content. “**ECI Content**” means Content that ECI makes available to you through the Services, including Content owned by ECI or licensed to ECI from a third party (excluding User Content). “**User Content**” means Content posted, uploaded, published, submitted, transmitted, or otherwise made available through the Services by a user, whether or not a Registered User, or whether or not a user owns or created the Content, including all copyrights, inventions, and other intellectual property rights contained in such Content.

B. Content Ownership: The Services and all ECI Content is owned by ECI or its third-party licensing partners. Your use of the Services does not grant you any rights to the use or control of any of ECI Content, except those rights expressly granted by these Terms. Any other copying, republication, redistribution, or creation of derivative works based upon ECI Content, including by caching, framing or any similar means, without the prior written consent of ECI is strictly prohibited.

The Services and ECI Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, ECI and its licensors exclusively own all right, title and interest in and to the Services and ECI Content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or ECI Content. ECI or its partners shall retain all worldwide rights in and to all intellectual property comprising or included within ECI Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code (source and object), the “look and feel” of the Services, and copyrighted works associated with the Services.

You should assume that everything you read or see on the Services is copyrighted or otherwise protected and owned by ECI, or a third party who licensed the right to use such content to ECI. Unless otherwise expressly noted, nothing that you read or see on the Services or other Content, or any of the source code, object code, or HTML code that ECI uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of ECI or the appropriate Content owner, except as provided in these Terms or otherwise permitted by relevant law. You may also not use any ECI trademarks or other Content in any way that suggests ECI or its licensors endorse, sponsor, approve of, or are associated with any third-party products or services or is otherwise likely to cause confusion as to whether third-party products or services originate with ECI or its licensors.

No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without ECI’s prior written permission, with the exception of your own User Content that you legally post on the Services. Except for your own User Content, you may not upload or republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any such use of the Content is strictly prohibited.

ECI is not the publisher or speaker of User Content, or any other information on the Services provided by third party content providers, and ECI is not liable for any claims related to such information. Any mention in the Services of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by ECI. ECI assumes no responsibility for those products or Services.

C. ECI’s License to You: Subject to your compliance with these Terms, ECI grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable, non-commercial, revocable, license to access, view, download, print, and otherwise use the Services and the Content for your personal use on any device that you own or control. This license is revocable by ECI at any time without notice and with or without cause.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Content, except as expressly permitted in these Terms. Any use of the Services or the Content other than as specifically authorized herein, without the prior written permission of ECI, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also

violate applicable laws, including copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Without limiting the foregoing, the ECI name, logos and designs, and the product and service names associated with the Services are trademarks of ECI or its affiliated third parties, and no right or license is granted to you by these Terms to use such ECI intellectual property for purposes not directly related to your use of the Services.

D. Your License to ECI: Certain features of the Services may permit our users to post, upload, publish, submit, or transmit User Content they created, own, or are authorized to use, to be made available through the Services. By making available User Content through the Services, you hereby grant to ECI and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as ECI may designate from time to time (which may include any or all other users of the Services) an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, or for advertising or marketing of the Services, as well as a license to use your name and likeness (and any other indicia of persona contained in or provided in connection your User Content) in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot be terminated and the waiver cannot be revoked without the express written consent of ECI once you have submitted User Content within the Services.

Your grant of this license to ECI to utilize your User Content and any derivative works of the User Content does not displace your ownership of the User Content, or any license or authority you may have from any third parties to utilize the Content you share as User Content. ECI does not claim ownership rights in your User Content and, except as expressly set forth herein, nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant ECI the rights in such User Content contemplated under these Terms; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or ECI's use of the User Content (or any portion thereof) on, through, or by means of the Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the Services.

We do not approve, control or endorse your or anyone else's User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the Services at any time, for any reason.

No Confidential Relationship/No Unsolicited Materials. Except as otherwise described in our Privacy Policy, any User Content will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure of User Content. You acknowledge and agree that your relationship with us is not

a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not impose any confidentiality obligations on us.

It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested, to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, ECI does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted and you agree that any such ideas transmitted to ECI are included in the above license you grant to ECI for any User Content.

You agree and understand that ECI is not obligated to post or use your User Content and may alternatively choose to discard or remove your User Content without any liability whatsoever.

VII. Copyright Policy

As described above, you may not use the Services for any purpose or in any manner that infringes the rights of any third party. ECI encourages you to report any content on the Services that you believe infringes your rights. (Note that only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content.) If you have a good faith belief that Content on the Services infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.

It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the Services who are infringers. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

A. Notifying ECI of Infringement:

If you believe that your work has been copied in a way that constitutes copyright infringement or infringement of other intellectual-property rights, please provide ECI's designated agent (contact information below) with a written communication that includes the following (as required by the DMCA for complaints of copyright infringement):

- 1.** An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- 2.** A description of the copyrighted work or other intellectual property that you claim has been infringed;
- 3.** A detailed description of where the material that you claim is infringing is located or found on the Service;
- 4.** Your address, telephone number, and e-mail address;
- 5.** A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

Please send your notice of claims of infringement of copyright or other intellectual property rights on or regarding the Services in writing to ECI's copyright agent:

Entertainment Consulting International, LLC

601 East Pratt Street, 5th Floor

Baltimore, MD 21202

Attn: DMCA Notification Dept.

Legal-ECI@ecimgt.com

(410) 369-0908

B. Providing ECI with Counter-Notification: If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed based on a claim that it infringes another party's copyright and you feel that your material does not constitute copyright infringement, you may provide us with a counter notification by written communication to our designated agent using the contact information above. Your counter-notification must set forth all of the necessary information required by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

VIII. Linking to and Framing the Services

ECI grants you a limited, revocable, and nonexclusive right to create a hyperlink to the webpages of the Services, so long as the links do not portray ECI or its products or Services in a false or misleading manner or create the false appearance that a third-party website or organization is sponsored, endorsed or approved of by, or affiliated or associated with, ECI. You may not use any of ECI's logo or other proprietary graphics or trademarks as part of the link without express permission. "Framing" or "mirroring" the Services or any of their content is prohibited without the prior written consent of ECI. You agree that you will not link to the Services from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is defamatory, scandalous, or inflammatory or is otherwise inappropriate (in ECI's sole discretion).

IX. Third-Party Links and Content

The Services may contain links to third-party websites or resources, such as online stores, YouTube, Twitter, and Facebook. You acknowledge and agree that ECI is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ECI of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You further acknowledge and agree that ECI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Services available on or through any such site or resource.

X. Notices

You consent to receive from ECI all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "**Notices**") electronically. ECI may provide such Notices by posting them on or within the Services, by electronic mail to any email address that ECI has for you, or by written communication sent by first class mail or pre-paid post to your address on record.

XI. Termination

ECI may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Services, features, or Content, without notice or liability to you. ECI may also impose limits on certain Services, features, or Content, or restrict your access to parts or all of the Services with or without notice and without liability to you.

ECI may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund (if applicable) or other liability, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

To report violations of the Terms, please contact ECI using the contact information for us at the end of these Terms.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the Services. You understand that we may exercise this right in our sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to us. Continued use of the Services, their components, databases, or documentation, or any part thereof, after termination is a breach of these Terms and may also be a violation of copyright and other US laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of these Terms, which by their nature should survive termination, shall survive the termination of this agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, dispute-resolution, and limitations of liability.

XII. Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Services, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Services, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

XIII. International Use

The Services are controlled and operated by ECI from within the United States. ECI makes no representations that the Services or any Content is appropriate or available for use in other locations, and access to the Services from locations where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

XIV. Indemnity

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless ECI, its licensors, their respective parents, subsidiaries, and affiliates, and all of their respective officers, directors, employees, agents, representatives, licensors, contractors, suppliers and any third-party information providers (collectively, the “**ECI Parties**”) against all claims, losses, expenses, damages, liability, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) arising out of or related use of the Services, violation of the Terms, violation of any right of ECI or any other person or entity by you or any third party using your Account, login information, or password. ECI reserves the right, at its election to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with ECI in connection with our defense.

XV. Warranty Disclaimers

You acknowledge that ECI has no control over, and no duty to take any action regarding: (1) which users gain access to the Services; (2) what effects the Content or the Services may have on you; (3) how you may interpret or use the Content or the Services; or (4) what actions you may take as a result of having been exposed to the Content or the Services.

You release ECI from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. ECI makes no representations concerning any Content contained in or accessed through the Services, and ECI will not be responsible or liable for the accuracy, copyright compliance, legality or decency of User Content contained in or accessed through the Services.

YOUR USE OF AND BROWSING OF THE SERVICES ARE AT YOUR RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ECI PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THEIR CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ECI PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND ANY WEBSITE WITH WHICH THEY ARE LINKED. THE ECI PARTIES DO NOT WARRANT THAT THESE SERVICES, OUR SERVERS OR E-MAIL SENT FROM US WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES), THAT YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DEFECTS OR ERRORS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ECI PARTIES ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ACCESSIBLE VIA THESE SERVICES, OR ANY WEBSITE WITH WHICH THEY ARE LINKED, IS ACCURATE, COMPLETE, OR CURRENT. THE ECI PARTIES DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. NO OPINION, ADVICE, OR STATEMENT OF ANY ECI PARTY, WHETHER MADE ON THE SERVICES OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ECI PARTIES DO NOT WARRANT OR REPRESENT THAT USE OF CONTENT DISPLAYED VIA THE SERVICES WILL

NOT INFRINGE THE RIGHTS OF THIRD PARTIES NOT OWNED BY OR AFFILIATED WITH ECI OR ITS LICENSORS.

XVI. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE ECI PARTIES EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE SERVICES OR ANY WEBSITE WITH WHICH IT IS LINKED, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF FORESEEABLE AND EVEN IF THE ECI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY PORTION OF THE SERVICES IS TO STOP USING THE SERVICES, AND THE SOLE AND EXCLUSIVE MAXIMUM AGGREGATE LIABILITY TO THE ECI PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE THE GREATER OF TEN DOLLARS (\$10) OR THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SERVICES. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE ECI PARTIES' OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF AN ECI PARTY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE SERVICES OR ANY OTHER WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE ECI PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE SERVICES OR ANY OTHER WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE ECI PARTIES – PROVIDED THAT NOTHING IN THESE TERMS WILL RESTRICT A CALIFORNIA RESIDENT'S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

These Terms are for the benefit of the ECI Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce their provisions directly against you on its own behalf.

XVII. BINDING ARBITRATION

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim between you and any ECI Party arising out of or relating to these Terms or your use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved on an individual basis through binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us (collectively, the “**Excluded Disputes**”). **YOU AND WE BOTH WAIVE ANY CLAIMS FOR PUNITIVE DAMAGES AND ANY RIGHT TO PURSUE CLAIMS ON A CLASS OR REPRESENTATIVE BASIS, INCLUDING IN ANY EXCLUDED DISPUTE. FOR ANY DISPUTE OR CLAIM OTHER THAN AN EXCLUDED DISPUTE, YOU AND WE ALSO WAIVE THE RIGHT TO TRIAL BY JUDGE OR JURY.**

You must first present any claim or dispute to us by contacting us in writing or by electronic mail, at the information provided in the “Contacting Us” section herein, to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved to your satisfaction within sixty (60) days. The arbitration of any dispute or claim shall be conducted by a sole arbitrator under the Streamlined Arbitration Rules & Procedures (“**JAMS Rules**”) of JAMS Inc. (“**JAMS**”) (or any successor to JAMS), as modified by these Terms. The JAMS Rules are available at www.jamsadr.com/streamlined-arbitration. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration,” then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. You and we agree that these Terms evidence a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. The federal or state law that applies to these Terms will also apply during the arbitration. Unless you and we agree otherwise, any arbitration will take place in Baltimore, Maryland and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class-wide or representative basis, or award punitive damages or any other damages aside from the prevailing party’s actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the JAMS Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the JAMS Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

All administrative fees and expenses of any arbitration will be divided equally between you and us, unless otherwise prohibited by law. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, YOU AND WE BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. IF THIS ARBITRATION CLAUSE OR THE CLASS ACTION WAIVER SET FORTH IN THESE TERMS IS DEEMED INAPPLICABLE OR INVALID, THEN YOU HEREBY AGREE THAT ANY DISPUTE MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER BALTIMORE COUNTY, MARYLAND AND YOU HEREBY CONSENT AND WAIVE ALL OBJECTIONS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. However, you further agree that we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms is taking place or originating.

XIII. Miscellaneous and Additional Terms

A. Votes: You may have the opportunity to vote in connection with certain events by using or accessing the Services. By casting a vote, you signify your agreement to the voting terms set forth in this Section. Votes and any content you provide with a vote are considered "User Content" for purposes of these Terms, subject to the license and other provisions set forth above.

ECI is not responsible for votes not received due to lost, failed, delayed or interrupted connections, including Internet/Webserver/network/phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone hardware or software failures, malfunctions, or garbled or jumbled transmissions. ECI reserves the right, in its sole discretion, to cancel or suspend voting at any time and for any reason. ECI also reserves the right to disqualify any votes from any IP address or other identifiable source if it determines or reasonably suspects that any user has used any macro, bot, or other automated means to submit votes in violation of stated voting limits or with the intent of undermining the fairness of the voting system.

B. Changes to the Terms: We reserve the right, in our sole discretion and at any time, to change or add to the terms of these Terms and we will notify you of material changes by posting the changed or modified Terms on our Services ("**Updated Terms**"). We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Your use of the Services after the Updated Terms take effect (or engaging in such other conduct as we may reasonably specify) constitutes your agreement and consent to the Updated Terms. Therefore, you should review these Terms before using the Services. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Services from that point forward.

C. Entire Understanding: These Terms (together with our Privacy Policy, which is expressly incorporated herein, and any Additional Terms) contain the entire understanding between you and us with respect to use of the Services and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement.

D. Transfer & Assignment: This agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of ECI. ECI may freely assign this agreement without notice to you. This agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

E. Severability And Non-Waiver: Failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right under these Terms on any occasion will not in any way constitute a waiver of such right or any other

right on any other occasion. In the event any provision of these Terms is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision.

F. Law & Jurisdiction: These Terms shall be subject to, governed by and construed under the laws of the state of Maryland in the United States of America, without regard to conflict of law principles. Your access to, or use of, the Services or information, materials, products and/or services through the Services may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with any applicable laws of the country from which you are accessing the Services.

G. Contacting Us: If you have any comments or questions, you may send an e-mail to Privacy@livedistricts.com or write to us at:

Live! at the Battery Atlanta
601 East Pratt Street, 5th Floor
Baltimore, MD 21202
Attn: Marketing/Privacy Feedback

TEXT MESSAGE TERMS AND CONDITIONS

ECI or its affiliates provide information, promotions, specials, and other marketing offers via text message to users who have opted in. You may need to confirm your consent to receive messages by following the instructions contained in the initial text message. You will receive recurring messages per month. Consent to receive such messages is not required as a condition of purchasing any goods or services. Text messages may be sent using an automatic telephone dialing system and using SMS or MMS technology. Message and data rates may apply. Reply STOP to stop. **You will receive a final text confirming your opt-out.** If you change your mobile phone number, you agree to promptly notify both ECI and the sender of the text message. **Text HELP for help.** Privacy Policy: www.liveatthebatteryatlanta.com/privacy-policy. Your participation in our text message program is also subject to our website Terms of Use, available at www.liveatthebatteryatlanta.com/terms-of-use and by opting in, you agree to be subject to the provisions of those Terms of Use.