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## **VISION PARTYING TERMS AND CONDITIONS**

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(Last Updated May 19, 2020)

### **1. Welcome to VisionPartying.com website**

The website and services is provided to you by Vision Partying. The following terms and conditions (the “Terms”) apply to our provision and your use of the Goal coaching, Workshop Session, events services and materials (“Vision Partying website”) through VisionPartying.com website (the “Vision Partying services”) including you visiting and browsing the Vision Partying website (being a “Visitor”) and user.

These Terms should be read alongside, and are in addition to our policies, including our privacy and cookies policies (the “Policies”).

**Please read these Terms carefully. If you do not agree to these Terms, you must stop using the Vision Partying website and the Contents immediately.**

### **2. Eligibility for Our Service**

By using our Services, you represent and warrant that you have attained the age of majority where you reside (18 years of age in most jurisdictions) and are otherwise capable of entering into binding contracts including this Agreement. Persons who are at least 13 years of age but under the age of majority may only use our Services with legal parental or guardian consent. Accordingly, you agree that you are at least the age of majority or older, or have received legal parental or guardian consent from someone fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms. If you are using our Services on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement

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### **3. Service Order Terms**

Your purchase of any service or products through the Site is subject to the terms and conditions stated on the applicable order form(s) and the applicable terms stated in these Terms. All prices are subject to change.

### **4. Privacy Data**

We may collect and store personal identifiable information about you when you visit the site (“personal data”). This information may include, but is not limited to, details such as your name, address, telephone number (when you contact us for copyright infringements), URL, domain name, I.P. Address, company name, job title or email address. We may use this information to contact you or your company about various services and information’s from time to time. We may also collect and store information about you to improve the site and improve user interaction based on the information collected. For more information please visit our Privacy policy page.

### **5. About Us**

In these Terms, references to “we” or “us” are to Vision Partying, is a company incorporated in Portage P.A. U.S (with business registration number/ID \*\*\*\*\* ) whose registered address is at 1823 Puritan Rd Portage PA 15946 Cambria County US

Vision Partying is an online vision boarding events and coaching website.

### **6. Our Service and Products**

1. Vision Partying organize vision boarding events, both at locations, homes, schools, trade shows, and craft fairs. We also provide goal coaching workshop sessions at locations and virtually. We offer information, contents, eBooks, videos and posts on these valuable leadership improvement skills. The vision boarding events, coaching workshops and eBooks available through our Website (“Products”) are either for personal or educational

use only. You may not sell or resell any of the Products or Services you purchase or otherwise receive from us.

## **7. Purchase terms**

To purchase through the site you will have to sign up for an account using the <https://VisionPartying.com> website. During this process it is necessary to fill in mandatory information such as name, email and billing information. Upon completion of your purchase, we will process your order and give you access to the service and materials. You agree to provide accurate, current and complete information during these process and to keep the information up-to-date. You agree to receive email newsletters via your email address provided during time of purchase on the website

## **8. Limited License**

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Site and Services.

## **9. Agreed Terms**

The Vision Partying owns and operates the services offered on [VisionPartying.com](https://VisionPartying.com) (“Vision Partying Website”)

When using the Service, you will also be subject to the Vision Partying Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the Service, which may be posted from time to time (collectively the “Guidelines”). These Terms of Service, Terms, including any other conditions and future modifications (collectively, the “Agreement”), govern your use of the Service and is a legal contract between you and Vision Partying. If there is any inconsistency between the Terms of Service, Terms, and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. By accessing or using the Vision Partying Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with Vision Partying, that agreement governs your use of the Service.

## **10. Using the Service**

Permission to use [VisionPartying.com](https://VisionPartying.com) As long as you are complying with all of the terms and conditions of this Agreement, [VisionPartying.com](https://VisionPartying.com) gives you permission to access and use the

Service solely to enable your personal use only. The Service is available for your personal, noncommercial use and should only be used for educational purposes or lawful purposes. Access to and use of the Service itself is free, but we do offer, and may add to in the future, optional site features that Vision Partyng may charge for. The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

## **11. Price**

Unless otherwise agreed by VisionPartyng.com in writing (including any applicable Order Form), the price for any services found herein shall be the price set out in VisionPartyng.com website with the user appertaining to the service delivery. The price for the product or e-book will be exclusive made in US Dollars and of any value-added tax and all costs or charges of which amounts the user will also pay when it is due to pay for the services.

## **12. Vat or Tax**

VisionPartyng.com may collect VAT or other indirect taxes at the applicable rate for the particular country, as per applicable tax rules, at the time of purchase of VisionPartyng.com products or at the time you use the VisionPartyng.com website

## **13. No Refunds Policy**

Due to the nature of our business and the laws governing our policies we are unable to accept refunds for products or services purchased on our website. Should you have a problem with your delivery you will need to contact one of our friendly customer support who can help you with your request?

## **14. Third-Party links**

You may be able to access websites, content, products or services provided by third-parties through links that are made available on the Site. We refer to all such websites, content, services and products as "Third-Party Offerings." For example, we may permit third parties to advertise their products and services on the Site, and those advertisements may contain links to the website(s) of the advertisers. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

## 15. Intellectual Property Rights

The Sites contain valuable trademarks and service marks owned and used by The VisionPartying.com, including but not limited to, pictures, videos, the Vision Partying design, logo, and the tag line (collectively, the "VisionPartying.com Marks"). Any use of the VisionPartying.com Marks without the prior written permission of VisionPartying.com is strictly prohibited. The arrangement and layout of the Sites, including but not limited to, the VisionPartying.com Marks, images, text, videos, graphics, buttons, screenshots, music, digitally downloadable files, and other content or material (collectively, the "Site Content"), are the sole and exclusive property of VisionPartying.com.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITES IS PROHIBITED.

VisionPartying.com uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Sites. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and content suppliers, distributors and other such third parties that are not owned by us but appear on the Sites are the property of their respective owners. For claims of copyright infringement, please see copyright complaints paragraph

## 16. Acceptable Use Conditions

Your use of and access to this Vision Partying website and the Contents are subject to the following conditions ("**Acceptable Use Conditions**"), and you agree that failure to comply with any one of the Acceptable Use Conditions will constitute a breach of these Terms. The Acceptable Use Conditions are as follows:

1. You agree to use the Vision Partying website and access the Contents only for lawful purposes and your use of the Vision Partying website and Contents is in no way unlawful or fraudulent;
2. You agree not to use or access the Vision Partying website or the Contents for the purpose of harming or attempting to harm minors in any way;
3. You agree not to distribute all or any part of the Vision Partying website or Contents in any medium without our prior written consent, unless such distribution is offered through

the functionality of the Vision Partying website and permitted by these Terms including, without limitation

4. You agree not to alter or modify any part of the Vision Partying website or the Contents;
5. You agree not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the Vision Partying website or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you, the use of the Vision Partying website or access to the Contents;
6. You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
7. You agree not to use or access the Vision Partying website or Contents for any commercial uses or for the benefit of any third party, including but not limited to
8. You agree to use the Vision Partying website and access the Contents in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Vision Partying website, Contents;
9. You agree not to ask for, collect or harvest any personal data of any Visitor or Users of the Vision Partying website or Contents;
10. You agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes;
11. You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Vision Partying website or app (including without limitation the Contents) for any other purpose other than as permitted by these Terms without our prior written consent;
12. You agree not to use the Vision Partying website or the Contents in any manner intended to damage, disable, overburden or impair any Vision Partying server or the network(s) connected to any Vision Partying server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Vision Partying website;
13. You agree not to use any high volume, automated, or electronic means to access the Vision Partying website or the Contents (including without limitation robots, spiders or D:DOS);
14. You agree not to frame the Vision Partying website or the Contents, place pop-up windows over its pages, or otherwise affect the display of its pages;

15. You agree not to access or attempt to access any other Visitor or User's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;
16. You agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Vision Partying website; and
17. You acknowledge and agree that the form and nature of the Vision Partying website and Contents which we provide may change from time to time without prior notice to you.
18. You acknowledge and agree that we may stop (permanently or temporarily) providing the Vision Partying website, Contents (or any part of the Contents) to you or to Users generally for whatever reason, at our sole discretion, without prior notice to you.
19. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that breach (including, but not limited to, any loss or damage which we or any third party may suffer).

#### **17. User Posted Materials**

Throughout your use of the Vision Partying website and Contents, you may be able to provide content to the Vision Partying website by uploading notes and replies, User discussions, other content and media for social interaction, and notifications, surveys, questions, hypothetical, examples, etc. (collectively, "User Content").

We do not claim ownership of any User Content you may submit or make available for inclusion on the Vision Partying website or Contents. Accordingly, subject to the licence granted to us and any applicable affiliates, the User will be the sole and exclusive owner of any and all rights, title and interest in and to the User Content.

ANY USER CONTENT THAT YOU UPLOAD, POST OR OTHERWISE TRANSMIT VIA the APP, ELECTRONIC MAIL OR OTHERWISE, INCLUDING ANY VIDEO, MULTIMEDIA, DATA, QUESTIONS, COMMENTS, SUGGESTIONS OR THE LIKE IS, AND WILL BE TREATED AS, NON-CONFIDENTIAL AND NON-PROPRIETARY. Any and all User Content may be used by us for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Including, but not limited to, improving Services, and/or developing curriculum for future Services without incurring any obligation whatsoever to you, and by sending such communication, you waive all your rights thereto.

YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH RESPECT TO ANY CONTENT THAT YOU SUBMIT AND THAT ANY CONTENT YOU SUBMIT MAY BE VIEWED BY VISION

PARTYING, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND OTHER ATTENDEES OF THE SERVICE PROGRAM

### **18. Ownership**

The Site, Services and Vision Partying Contents are protected by copyright, trademark and other laws of the U.S. and foreign countries.

### **19. DMCA Copyright Complaints**

If you believe that anything on the Services infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

For the requirements of a proper notification

Name of Designated Agent:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

You must not knowingly misrepresent your information that the Material is infringing when it is not. You will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the Material or activity claimed to be infringing.

### **20. License to Use**

Subject to your compliance with these Terms, we grant you a fully revocable, worldwide, non-exclusive, non-transferable, non-sub-licensable limited right and license:

1. to access, internally use and display the VisionPartying.com website and Vision Partying Contents as an individual only at your location solely as necessary to browse and/or participate in the VisionPartying.com services provided by Vision Partying
2. You must abide by all copyright notices or restrictions contained on the Vision Partying website or VisionPartying.com Contents. You may not delete any attributions, legal or proprietary notices on the VisionPartying.com website or Vision Partying Contents.

3. Users are not allowed to download any of our material, anyone found guilty of this will have his account and services cancelled and also will be reported to the appropriate authority.

## **21. License Termination**

The license in 1(a) above will terminate when you or your Institution (as defined below) delete (i) any User Content with intellectual property rights (like photos or videos) (“IP content”), (ii) personally identifiable information (such as that in User Data), or (iii) your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. When you post User Content, or send messages via the platform, this can be viewed by other users, and parents and it means that you are allowing others to access and use that information.

## **22. Your Responsibilities and VisionPartying.com Rights**

You agree that you, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. You represents, covenants and agrees on behalf of yourself that when you submit any contents on the platform, you have all required rights to submit, post, upload or otherwise, own, use or disseminate the Content you submits or uploads without violating any third-party rights. You are responsible for ensuring your Content complies with our “Acceptable Use and User Conduct” policy set forth in these terms.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. VisionPartying.com cannot guarantee the identity of any other Users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that VisionPartying.com and its designees (such as teachers) reserve the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Service in whole or in part at any time for any reason or no reason with or without notice and without liability of any kind. Additionally, we do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from the Service at any time for any reason, such as if we receive a notice reports a User Content infringes someone’s intellectual property rights.

## **23. Copyright Policy**

It is our policy that any content included on the VisionPartying.com website or within VisionPartying.com Contents that infringes, or is likely to infringe, the intellectual property rights of any third party will be removed from the VisionPartying.com website as soon as possible after we are made aware of such infringement or potential infringement.

If you are the owner of intellectual property rights, or are authorized to act on behalf of an owner, or authorized to act under any exclusive right, you should report any alleged infringements of your intellectual property rights taking place on or through the VisionPartying.com website by emailing a Copyright Infringement Notice to VisionPartying.com, containing at a minimum the details outlined in section below.

We will take whatever action, in our sole discretion, we deem appropriate, including the removal of the challenged content. When you notify us in accordance with Copyright Notice terms, your written Copyright Infringement Notice must contain the following:

- statement telling us you believe that you have found content on the Vision Partying website which you believe infringes your intellectual property rights;
- the title of the content concerned and the full URL for access to that content;
- Statement explaining how the content infringes your intellectual property rights;
- Your mailing address, telephone number and email address so that we can contact you;
- a statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law to bring infringement proceedings in respect of its use; and
- Your signature (an electronic signature is sufficient).

We will, act in our sole discretion, terminate User Accounts and access to the VisionPartying.com website in the first instance of any infringement, there won't be any warnings. Zero-tolerance policy (regardless of whether the User has taken appropriate action as we may (direct).

## **24. Privacy and Security**

We respect your right to privacy. Please see our Privacy Policy and Cookies Policy for full details.

## **25. User Representations.**

You represent and warrant that:

- You are over 13 years of age and that you possess the legal right and ability to accept these Terms and to use the Site and the Service in accordance with these Terms.
- You are not relying on any representation made by us that has not been stated expressly in these Terms, or on any descriptions or specifications contained in any other document, including any catalogues or publicity material that we have produced.
- You will conduct such tests and virus scanning as may be necessary to ensure that data uploaded by you onto or downloaded by you from any VisionPartying.com server does not contain any virus and will not, in any way, corrupt the data or systems of VisionPartying.com or of any User or other person.
- You will hold the necessary Intellectual Property Rights (including licenses thereto) and will continue to possess such necessary rights in any User Content you upload into the Site for as long as Users require access to such User Content you commercialized through the Site.
- You will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page or similar Service, use on any other any web site or product or similar Service, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Service, other than for use as contemplated in the Service in accordance with these Terms. This means, among other activities, that you agree not to deploy "robots" or "spiders" "database scraping", or any other activity with the purpose of obtaining lists of users or other information. You also agree that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. Except with our written permission, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Service. If you attempt to access prohibited areas of the Service, you may be subject to prosecution.
- You accept full responsibility for all information, User Content and other material you post and issue through the Site, and you will indemnify us and hold us harmless against (i) any liability in relation thereto, as well as for all costs, expenses, loss or liability that we may suffer (directly or indirectly) resulting from your breach of these Terms, and (ii) your use or misuse of the Site or the Service and the use or misuse of the Site or the Service by any person using your device. In particular, you undertake that you shall not publish or issue any information that is illegal, offensive, defamatory or deceptive. You also acknowledge that we do not vet or approve any information or material available through the Service and that we do not accept any liability.

## **26. Information provided to VisionPartying.com**

We request minimal personal information to be provided from Users to use the Service. Please see our children's policy under COPPA for more information. If you are under 13 years of age, and you want a User account on the Vision Partying website, you will need to have your parent create your User account after we have obtained parental consent from them. If you are creating your own account, we will either ask you for (1) a username (and/or email address), password, and age or date of birth, as well as your parents email address so that we can provide notice or obtain consent for you to use the Service.

## **27. Changes to the Service**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we'll be sorry to see you go. We may also add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

We believe that you (or your school as applicable) own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service. Restrictions Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all the restrictions set forth in the "Vision Partying website" and "Acceptable Use and User Conduct" sections.

## **28. Your Liability to Us**

You indemnify and keep us fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from:

- You submitting user Content to the Vision Partying website or participating in the Vision Partying services
- Your access to or use of the Vision Partying website or Vision Partying Services;
- Your breach of any of these Terms; and
- Any negligent act or omission, deliberate default or breach of statutory duty on your part.

- Each indemnity in this paragraph is separate and independent from the other obligations in these Terms. Each of these indemnities is to remain fully effective despite any indulgence granted from time to time and despite any judgment or order.

## **29. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **30. Legal Disclaimer and Warranties**

The service (and any associated products, app features, content, third-party content, third-party websites, third-party applications, user content, Vision Partying technology or software and any other content (“collectively the “Vision Partying offerings”)) are provided on an “as is” and “as available” basis.

Without limiting the generality of the foregoing, Vision Partying (and its parent, successors, affiliates, subsidiaries, contractors, service providers, employees, officers, directors, suppliers, licensors, partners and agents (“Vision Partying parties”)) expressly disclaims all warranties or representations of any kind, express, implied or statutory, regarding the Vision Partying offerings, including, without limitation, any implied warranty of quality, accuracy, performance, availability, merchantability, quiet enjoyment, fitness for a particular purpose, title or non-infringement.

In particular, Vision Partying parties makes no representation or warranty that the Vision partying offerings

- (1) Will meet your requirements or expectations, or be to your liking,
- (2) Will be timely, secure, accurate, free from errors or loss, or uninterrupted, or that the services are free from viruses or other harmful components, or
- (3) That any defects or errors will be corrected. Some features are experimental and have not been tested in any manner.

Any material downloaded from the website or otherwise obtained through the use of the service is done at the user's own discretion and risk, and the user will be solely responsible for any damage to their computer system or loss of data that results from accessing or downloading any such material. No advice or information, whether oral or written, obtained by the user from Vision Partying shall create any warranty not expressly stated in these terms and conditions of use.

### **31. Exclusion of Liability**

Vision Partying is not liable or responsible for any loss or damage that may result to you or a third party as a result of your or their use of Vision Partying website or its Mobile App sites. This exclusion covers all servicing, costs, indirect or consequential loss, and whether in tort or contract or otherwise in connection with Vision Partying website.

Nothing in these terms and conditions shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the contract law in United States of America); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) Any liability which cannot be excluded or limited under the law of the United States of America.

### **32. Limitation of Liability**

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL VISION PARTYING OR THE VISION PARTYING PARTIES , BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF VISION PARTYING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE UNITED STATES OF AMERICA OFFERINGS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE VISION PARTYING OFFERINGS, INCLUDING OTHER USERS.

IN NO EVENT WILL VISION PARTYING OR VISION PARTYING PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO VISION PARTYING FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, VISION PARTYING'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **33. Electronic Communications**

For contractual purposes, you (1) consent to receive communications from Vision Partying in an electronic form such as email, to provide special deals, and promotion; (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Vision Partying provides to you electronically via email satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.

#### **34. Children's Privacy Policy**

VisionPartying.com respects the privacy of children, and we are committed to complying with the Children's Online Privacy Protection Act (COPPA). This Children's Privacy Policy describes our practices concerning the collection of personal information from children under the age of 13. This site does not knowingly collect, use, or disclose personal information from children under the age of 13 without prior parental consent, or do we provide VisionPartying.com services to children under 13 years of age except as permitted by COPPA. However, we may provide our service to children under 13 years of age but in the supervision of a parental guardian.

#### **35. Our GDPR Data Protection**

VisionPartying.com is committed to protecting the privacy of your personal information and that of our customers. By using the VisionPartying.com Services, You acknowledge and agree that VisionPartying.com collection, usage and disclosure of this personal information is governed by our Privacy Policy. Additionally, if: (a) You are established in the European Economic Area (EEA); (b) You are otherwise subject to the requirements of the EU General Data Protection Regulation, VisionPartying.com collection and use of personal information of any European residents is also subject to our Data Processing Addendum.

We collect and use personal data of users to the extent that is necessary for the creation, design of content or modification of the contractual conditions for VisionPartying.com Website between the user and VisionPartying.com site. If VisionPartying.com Website is involved in the communication for a VisionPartying.com Services agreement between the user and VisionPartying.com, it shall transfer the data required for this agreement to the respective service provider. This service provider processes and uses the data to initiate, conclude and execute the contract on its own responsibility. The identity of the respective service provider can be taken from the website contact us page.

#### **36. No Reliance**

You should not solely rely on the Material, but should instead seek other opinions before taking or failing to take any action which could lead to injury, harm, death or damage of any kind.

### **37. Entire Agreement**

This Agreement is the entire agreement between the user and Vision Partying and supersedes any prior understandings or agreements (written or oral).

### **38. Copyright License**

Copyright (C) 2020(S) Of First Publication Vision Partying Website

Subject to the express provisions of these terms and conditions. We, together with our licensors, own and control all the copyright and other intellectual property rights in Vision Partying Vision Partying website and the material on our Vision Partying website; and

All The Copyright and Other Intellectual Property Rights in Vision Partying website And the Material on Our website Are Reserved.

### **39. Indemnity**

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless and defend Company and the Vision Partying Parties from and against all damages, losses, demands, liabilities, judgments, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party relating to or arising out of (i) your access to, use, or misuse of the Service or site features, (ii) your breach of alleged breach of this Agreement, (iii) your failure to comply with applicable Laws (including any failure to obtain or provide any necessary consent), (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users.

Vision Partying reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Vision Partying. Vision Partying will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### **40. Privacy and Security**

VisionPartying.com takes reasonable steps to protect the information provided via the Website from loss, misuse, and unauthorised access, disclosure, alteration, or destruction. Our use of personally identifiable information is governed by our Privacy Policy and by accessing and using the Website you agree to be bound by that policy.

However, no Internet or email transmission is ever fully secure or error free. Therefore, you should take special care in deciding what information you send to us via the Website or email. Please keep this in mind when disclosing any information via the Internet

#### **41. Data Policy**

This Policy Intends To Provide The Visitors Of (Hereinafter: Vision Partying website) With Clear And Detailed Information On The Manner Their Personal Data Are Processed And, In Particular, On The Types Of Processed Data, The Legal Basis Of Data Processing And Their Rights And Legal Remedies Related To The EU GDPR Data Processing Act. We Process Your Personal Data In Accordance With Our Privacy Policy

#### **42. Dispute Resolution**

You and visionpartying.com agree that any dispute arising out of or related to these Terms or our Services is personal to you and visionpartying.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

#### **43. Arbitration of Disputes**

Except for small claims disputes in which you or visionpartying.com seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or visionpartying.com seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and visionpartying.com waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against visionpartying.com or relating in any way to the Services, you agree to first contact visionpartying.com and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to [Hello@visionpartying.com](mailto:Hello@visionpartying.com) by email at [hello@visionpartying.com](mailto:hello@visionpartying.com) The Notice must

- Include your name, residence address, email address, and telephone number;
- Describe the nature and basis of the claim; and
- Set forth the specific relief sought.

Our notice to you will be similar in form to that described above. If you and visionpartying.com cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. In accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules is available on the JAMS blog site and are hereby incorporated by reference. You either acknowledge or agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and visionpartying.com agree that these Terms affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, visionpartying.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

**Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and visionpartying.com will not have the right to assert the claim.**

**You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this agreement by sending an email to [hello@visionpartying.com](mailto:hello@visionpartying.com)** In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with this agreement.

If any portion of this Section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this terms or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this terms; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this terms is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this terms will be enforceable.

#### **44. Governing Law and Jurisdiction**

[These Terms and Condition and Your Use of Vision Partying website. Which are governed by the laws of the United State of America and the Cambria County Magisterial District Court. Including that required by the European Union GDPR Regulation, Each Party Shall Apply to the U.S laws Which Holds the Jurisdiction on the Disputes Without Regard To Conflict of Law Provisions.](#)

Vision Partying may assign or delegate these terms and condition and/or Vision Partying privacy policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the terms and condition or privacy policy without Vision Partying prior written consent, and any unauthorized assignment and delegation by you is void.

Any Disputes Relating to These Terms and Conditions Shall Be subject To the Exclusive OR Non-Exclusive Jurisdiction of all U.S Courts.

#### **45. Notice to California Residents**

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing, currently in order to resolve a complaint regarding our Site or to receive further information regarding use of our Site. Please see our CCPA Page for more information

#### **46. Miscellaneous**

Vision Partying may modify the terms herein contained at any time. Such modifications shall be communicated by email and shall be binding on you.

- All disputes relating to these terms and any services made by Vision Partying to you shall be governed by the laws of the Cambria County Magisterial District Court without reference to its conflict of laws principles and is subject to the exclusive jurisdiction of the courts in Portage.
- Vision Partying's opinion on all issues pertaining to the interpretation of these Terms shall be final and binding on you.
- Vision Partying is subject to existing laws and legal process and nothing contained in these Terms is in derogation of Vision Partying's right and obligation to comply with the Law or governmental, court and requests of enforcement agencies.
- If any part of these terms are held to be invalid or unenforceable including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the provision and is nevertheless valid and enforceable and the remainder of these terms shall continue in effect.
- You may not assign any rights or obligations against Vision Partying without Vision Partying's prior written consent. Vision Partying reserves the right to transfer any right or obligation against you upon notice to you. Upon such assignment, the assignee shall be bound by the Terms in the same manner as Vision Partying and Vision Partying shall cease to have any liability to you.

Vision Partying shall not be responsible for any delay or deficiency due to any force majeure events such natural disasters, acts of terrorism, civil labor strife, labor and transportation strikes

#### **47. Complaints**

If You Have Any Questions about These Terms & Condition, Please Contact Us at Email the [hello@VisionPartying.com](mailto:hello@VisionPartying.com)