

TERMS AND CONDITIONS OF USE

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These terms and conditions of use ("Terms") apply exclusively to your access to, and use of, the web site of Riddle Me This, LLC ("Company"), located at www.riddlemethisrva.com (the "Site") and the information and other services provided therein (the "Services"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Company, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify you and Company for violations of these Terms.

Company reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy or guideline of the Site, at any time and in its sole discretion. Company will provide notice of these changes by posting the revised terms on the Site and indicating on the Terms the date it was last updated. Any changes or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of this Site following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Site.

If you have any questions or comments regarding the use of the Site please contact us at info@riddlemethisrva.com.

Please refer to our Privacy Policy for information on how the company collects, uses and discloses personally identifiable information from its users.

1. Communication with Us

All communications, including but not limited to information, remarks, suggestions, ideas, questions or comments, transmitted to Company via this website or Internet electronic mail (collectively, "Submissions") become and remain the exclusive property of Company. Any attempted retention of copyrights or other rights by the user in such Submissions shall be of no force or effect, and shall not bind or apply to Company. Company shall have no obligation to keep any Submissions confidential. **Company cannot and does not guarantee the confidentiality of transmission over the Internet, including any transmission of personal information by you to Company.** Company is entitled to use any information or communication submitted for any purpose without restriction (including but not limited to reproduction, publication, disclosure, broadcast, posting and compilation of such information or communication or developing products and services incorporating the same) or compensation to the person sending the submission. Each person sending Submissions affirms the ownership and the right to provide the Submissions to Company, represents and warrants to Company that no third person has any rights in the Submissions that would be violated by Company's use thereof, acknowledges the originality of any Submission communicated to Company, and accepts entire responsibility for its accuracy, appropriateness and legality (including without limitation compliance with any federal or state intellectual property statutes, regulations and common law rules).

2. Consent to Receive Emails

By using the Site, you consent to receive emails from Company, which may include commercial emails. You may be given the option to “opt out” of receiving marketing emails and/or newsletters.

3. Copyright and Limited License

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, the Company logo, and all designs, text, graphics, pictures, reviews, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Company or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-exclusive and non-transferable license to access and use the Site for your informational, non-commercial and personal use and to access and view any content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license granted to you in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Company, or its licensors, except for the licenses and rights expressly granted in this Agreement. This license is revocable at any time.

4. Copyright Complaints

Company respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Company infringes the copyright or other intellectual property infringement (“Infringement”) of any person. Company will use reasonable efforts to investigate notices of alleged Infringement and will take appropriate action under applicable intellectual property law and these Terms where it believes an Infringement has taken place, including removing or disabling access to the content claimed to be infringing.

To notify Company of a possible Infringement you must submit your notice in writing to the attention of “Copyright Infringement” care of info@riddlemethisrva.com and include in your notice a detailed description of the alleged Infringement sufficient to enable Company to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

If you are uncertain whether an activity constitutes Infringement, we recommended seeking the advice of an attorney.

5. Trademarks

Riddle Me This, LLC, the Company logo and any other product or service name or slogan contained in the Site are trademarks of Company and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Riddle Me This", “Riddle Me This, LLC” or any other name, trademark or product or service name of Company without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics,

button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners.

6. No Company-Customer Relationship

Receipt of information from www.riddlemethisrva.com or any email sent to Company or its employees through www.riddlemethisrva.com will not create a company-customer. Company cannot guarantee the confidentiality of information sent by email through the website.

7. Booking

Company may use a variety of methods to book events and rooms, which may include all or some of the following options: online, phone or in person. If you have any questions regarding the specific terms applicable to a certain way of booking, please contact Company at info@riddlemethisrva.com or 757-608-9689.

8. Disclaimers and Acknowledgements Regarding Use of Site Information

The Site, the site materials and the services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. Company disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the information, content or materials in the Site. Company does not represent or warrant that Site Materials, including the information available in or on the Site, or the services are accurate, complete, reliable, current or error-free. Company does not represent or warrant that the Site or its servers are free of viruses or other harmful components.

Company is not responsible for errors or omissions in any information or materials contained on the Site, including without limitation professional profile information or any other information. While company attempts to make your access and use of the Site safe, company cannot and does not represent or warrant that the Site or its server(s), or any content or materials are free of viruses or other harmful components; therefore, you should use industry-recognized software to detect and disinfect viruses, spyware, malware, and other harmful or otherwise undesirable components from any download.

Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any professionals, professional service providers or organizations, educational institutions, associations, organizations, publications, licenses, accreditations, ratings, evaluations, endorsements, reviews, products, services, processes or other information, by name, trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

9. Limitation of Liability

In no event shall Company or any of its corporate affiliates, independent contractors, service providers or consultants, or any of their respective directors, employees and agents, be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to the outcome of legal matters, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in

any way related to or connected with any use of the Site, the services, the content or the materials contained in or accessed through the Site, including without limitation any damages, loss or injury caused by or resulting from reliance by user on any information obtained from company or the Site, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to company's records, programs or services. The aggregate liability of Company, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating in any manner to the use of the Site or the Site Materials, shall not exceed any compensation you pay, if any, to Company for access to or use of the Site or other services provided by Company.

10. Third Party Content

Company or users may provide links to Web pages and content of third parties as a service to those interested in such links and content, and Company may post third party content or allow users to post their content or third party content to the Site. Company does not monitor or have any control over any information and content posted by third parties or third party Web sites. Company does not endorse or adopt any information posted by third parties or third party Websites and can make no guarantee as to its accuracy or completeness. Company does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any third party information or third party Websites. Users use these links, rely on information posted by third parties and third party Websites at their own risk.

11. Advertisements and Promotions

Company may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Company, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Company advertisers on the Site.

12. Incurred Fees

As consideration for the Services you purchase from Company, and Company provides to you, you agree to pay Company at the time of your order. All fees are due immediately and are non-refundable, unless otherwise provided for. Company expressly reserves the right to modify pricing through email notification and/or notice on the Site or any booking software or application that may be used. If for some reason Company is unable to charge your payment for the full amount owed for the Services provided, or if Company is charged a fee and/or penalty for any fee if previously attempted to charge to you, you agree to pay, in addition to any balance owed for the Services, the amount of such penalty and/or fee. If you pay by credit card and, if for any reason, Company is unable to charge your credit card for the full amount owed for the Services provided, or if Company is charged back for any fee it previously charged to your credit card, you agree that Company may pursue all available remedies in order to obtain payment of any balance owed to Company and that such remedies include, but are not limited to, immediate cancellation, without notice to you, of the Services registered, bought or renewed by you or on your behalf. You agree to pay Company, and Company may charge any fees incurred by Company in processing and/or collecting any balance, including, but not limited to, cost related to customer service issues that cannot be

handled over email and require personal service, fees incurred by third parties you have elected to use as payment methods, including, but not limited to, PayPal, and costs and attorney's fees related to collecting such balances. You agree that these charges may be billed to a payment method we have on file, if any.

13. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, reviews, suggestions, ideas, feedback, plans, notes, original or creative materials or other information, provided by you in the form of email or other submissions to Company, or any postings on the Site, are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

14. Indemnification

You agree to defend, indemnify and hold harmless Company, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any information you post, store or otherwise transmit on or through the Site or your use of or inability to use the Site or the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the information, your conduct, your violation of these Terms or your violation of the rights of any third party.

15. Applicable Law and Venue

These Terms and your use of the Site shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be entirely performed within the State of Virginia (even if your use is outside of the State of Virginia), without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to the Site or these Site Terms shall be filed only in the state and federal courts located in Richmond, Virginia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

16. Access and Use

Your access to and use of the Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Services or any other reason within or outside the control of Company. Company reserves the right to suspend or discontinue the availability of the Services and/or remove any information at any time at its sole discretion and without prior notice. Company may also impose limits on certain features and Services or restrict your access to parts of the Services without notice or liability.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services.

Notwithstanding any of these Site Terms, Company reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your access to and use of the Site. Company reserves the right to refuse service to anyone for any reason at any time.

17. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

18. Questions & Contact Information

If you have any question regarding the use of the Site please contact us at info@riddlemethisrva.com.