

TAILGATER SOCIAL INC

TERMS AND CONDITIONS OF USE

Last revised on Nov 1st, 2022

For a summary of our Terms go to [Summary of Terms](#).

The terms (“us”, “we”, the “Company” or “Tailgater Social” or “Tailgater Social Inc”) refer to the company Tailgater Social Inc.

“Terms and Conditions”, “Terms of Use”, or “Terms and Conditions of Use” refers to this document in its entirety only.

The “Service” refers to use of any Tailgater Social Inc Mobile Application, Program, or Live Event

1. Acceptance of Terms and Conditions of Use Agreement.

By creating an account and agreeing to the “Terms and Conditions of Use”, whether through a mobile device, mobile application, or computer (collectively, the “Service”) you agree to be bound by (i) these Terms and Conditions of Use, (ii) our [Privacy Policy](#), [Community Guidelines](#), and [Summary of Terms](#) each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and do not agree to be bound by all the terms of this Agreement, please do not use the Service, purchase additional features, or participate in live events.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including but not limited to, reflect the changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Tailgater Social Website under Policies at www.tailgatersocial.com, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes to your rights or obligations, we will notify you at least 30 days in advance of the changes (unless we’re unable to do so under applicable law) by reasonable means, which could include notification through the Service or via the email provided. If you provide an incorrect email address that you do not check regularly, Tailgater Social Inc will not be held responsible. If you continue to use the Service after the changes become effective, you then agree to the revised Agreement.

2. Eligibility.

You must be at least 18 years of age, or the age of majority to create an account on the Tailgater Social Application and use the Service. By creating an account and using the Service, you represent and warrant that:

-You can form a binding contract with Tailgater Social Inc,

-You are not a person who is barred from using the Service under the laws of Canada, the United States or any other applicable jurisdiction (for example, you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition),

-You will comply with this Agreement and all applicable local, provincial/state, national and international laws, rules and regulations, and

-You have never been convicted of a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

These binding accounts are applicable wherever and whenever you may use the Service Globally, not just where the terms are accepted.

3. Your Account.

To use the Service, you may sign in using a number of ways, including email and by Facebook login. If you choose to use your Facebook login, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile. For more information regarding the information we may collect from you and how we use it, please consult our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Tailgater Social, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately [contact us](#). Or, email: inquiries@tailgatersocial.com

4. Modifying the Service and Termination.

Tailgater Social is always and will always be striving to improve the Service and bring you additional functionality that you will find engaging and useful as a user of our Service and as a Sports Fan. This means we may add new product features or enhancements from time to time as well as remove some features. If these actions do not materially affect your rights or obligations, we may not provide you with notice before taking or implementing them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions under "Settings" in the Service. Tailgater Social may terminate your account at any time without notice if it believes that you have violated this Agreement or any of the Terms here in. Upon such termination, you will not be entitled to any refund for purchases or receive access to any data. Notice may or may not be provided but will not be provided in the case where we reasonably consider that (i) giving notice is legally prohibited (for instance, when providing notice would either violate applicable laws, regulations, or orders from regulatory authorities or compromise an ongoing investigation conducted by a regulatory authority) or (ii) any notice may cause harm to you, third parties, Tailgater Social, and/or our affiliates

(for instance, when providing notice harms the security of the Service), we will without delay notify you of the reason for taking the relevant step.

After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and Tailgater Social Inc: Section 4, Section 5, and Sections 12 through 19.

5. Safety; Your Interactions with Other Members.

Though Tailgater Social Inc strives to encourage member interactions with respectful member experiences through features like “Check-In” and “Forum Chat” to communicate, only after “Checking In” to a venue and being in proximity, Tailgater Social Inc is not responsible, and shall not be held liable for the conduct of any member on or off of the Service. By using the Service, you agree to use caution in all interactions with other members and non-members, both on and off of the Service. Particularly if you decide to communicate off the Service or meet in person. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS AND NON-MEMBERS. YOU UNDERSTAND THAT TAILGATER SOCIAL INC DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. TAILGATER SOCIAL INC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS AND NON-MEMBERS THAT YOU MAY INTERACT WITH ON AND OFF OF THE SERVICE.

6. Rights Tailgater Social Inc Grants You.

Tailgater Social Inc grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service’s benefits as intended by Tailgater Social Inc and permitted by this Agreement. Therefore, you agree to:

Not use the Service or any content contained in the Service for any commercial purposes without our written consent.

Not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Tailgater Social Inc’s prior written consent.

Not express or imply that any statements you make are endorsed by Tailgater Social Inc without Tailgater Social Inc’s prior written consent.

Not use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

Not use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.

Not use the Service in any way that would discriminate, objectify, demean, put down, or marginalize any members and non-members both on and off the Service.

Not upload viruses or other malicious code or otherwise compromise the security of the Service.

Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.

Not "frame" or "mirror" any part of the Service without Tailgater Socials Inc's prior written authorization.

Not use meta tags or code or other devices containing any reference to Tailgater Social Inc or the Service (or any trademark, trade name, service mark, logo or slogan of Tailgater Social Inc) to direct any person to any other website for any purpose without Tailgater Socials expressed written and authorized consent.

Not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.

Not use or develop any third-party applications that interact with the Service or other members' Content or information without Tailgater Social Inc's written consent.

Not use, access, or publish the Tailgater Social Inc application programming interface without our written consent.

Not probe, scan or test the vulnerability of our Service or any system or network.

Not encourage or promote any activity that violates this Agreement.

Not investigate and take any available legal action against Tailgater Social Inc in response to illegal and/or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

7. Rights you Grant Tailgater Social Inc.

By creating an account, you grant to Tailgater Social Inc a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties such as, but not limited to Facebook, Instagram, as well as any information you post, upload, display or otherwise make available (collectively, "post") on the Service or transmit to other members (collectively, "Content"). Tailgater Social Inc's license to your Content shall be non-exclusive, except that Tailgater Social Inc's license shall be exclusive with respect to derivative works created through use of the Service. For example, Tailgater Social Inc would have an exclusive license to screenshots of the Service that include your Content. In addition, so that Tailgater Social Inc can prevent the use of your Content outside of the Service, you authorize Tailgater Social Inc to act on your behalf with respect to infringing uses of your Content taken from the Service by other members or third parties. This expressly includes the authority, but not the obligation, to send notices on your behalf if your Content is taken and used by third parties outside of

the Service. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Tailgater Social members and affiliate Services, Programs, and associated Services).

You agree that all information that you submit or post upon creation of your account, including information submitted from your Facebook account or Instagram account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Tailgater Social Inc above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service, that in our sole judgement may be offensive to some members or in our sole judgement does not create an inclusive and accepting atmosphere.

When communicating with our customer care representatives, either Online or Offline you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account or take actions to remove you from a live event.

In consideration for Tailgater Social Inc allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to Tailgater Social Inc regarding our Service, you agree that Tailgater Social Inc may use, and share such feedback for any purpose without compensating you.

Please be informed that Tailgater Social Inc may access, store and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Community Rules.

By using the Service, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- use the Service for any purpose that is illegal or prohibited in your jurisdiction.
- use the Service for any harmful or nefarious purpose.
- use the Service in to damage Tailgater Social Inc or affiliate companies.
- violate our [Community Guidelines](#), as updated from time to time.
- spam, solicit money from or defraud any members.

- impersonate any person or entity or post any images of another person without his or her permission.
- bully, "stalk", intimidate, assault, harass, mistreat, or defame any person.
- post any Content that violates or infringes anyone's rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post any Content that is hate speech, threatening, sexually explicit or pornographic.
- post any Content that incites violence; or contains nudity or graphic or gratuitous violence.
- post any Content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other members or disseminate another person's personal information without his or her permission.
- use another member's account, share an account with another member, or maintain more than one account.
- create another account if we have already terminated your account unless you have our expressed written permission.

Tailgater Social Inc reserves the right to investigate and/or terminate your account without refund if you have violated this Agreement, misused the Service, or behaved in a way that Tailgater Social Inc regards as inappropriate or unlawful, including actions or communications that occur on or off the Service.

9. Other Members' Content.

Although Tailgater Social Inc reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and Tailgater Social Inc cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via our [contact email](#).

10. Purchases.

Tailgater Social Inc may offer products and services for purchase through multiple ways including but not limited to: In App Purchases, Hyper Links to external sites, Links, and Promotions and Promotional Codes. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third party account such as the Google Play Store or App Store) (your "Payment Method") will be charged for the in app purchase at the prices displayed to you for the service(s) you've selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize Tailgater Social Inc or the third party account, as applicable, to charge you.

Auto-Renewal; Automatic Card Payment

If you purchase an auto-recurring periodic subscription through an in app purchase, your Payment Method will continue to be billed for the subscription until you decide and opt to cancel. After your

initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. Your card payment information will be stored and subsequently used for the automatic card payments in accordance with the Agreement.

Objections to a payment already made should be directed to Tailgater Social [Customer Support](#), if you were billed directly by Tailgater Social Inc or the relevant third party account such as the App Store. You are also able to object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits. You may unconditionally withdraw your consent to automatic card payments at any time by going to Settings on Tailgater Social Mobile App or the relevant third-party account, but, be advised that you are still obligated to pay any outstanding amounts.

If you want to change or terminate your subscription, you will need to log in to your third-party account (or Settings on Tailgater Social, if applicable) and follow the instructions to terminate or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Tailgater Social Mobile Application from your device. Deleting your account or deleting the Tailgater Social Application from your device does not terminate or cancel your subscription. Tailgater Social Inc has the right to retain all funds charged to your Payment Method until you terminate or opt to cancel your subscription on Tailgater Social Application or the third-party account to which you have opted into, as applicable.

Additional Terms that apply if you pay Tailgater Social Inc directly with your Payment Method. If you pay Tailgater Social Inc directly, we may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Tailgater Social Inc may terminate your account immediately at its sole discretion.

You may edit your Payment Method information by visiting Tailgater Social Mobile App or Service and going to Settings. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. Additionally, you authorize Tailgater Social to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. By accepting this agreement, you agree that your payment to Tailgater Social Inc will be through any number of payment platforms that Tailgater Social Inc decides to process through.

Refunds. All charges for purchases are non-refundable, and there are no refunds or credits for partially used periods. We may, at our sole discretion, make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU or European Economic Area - in accordance with local law, you are entitled to a full refund without stating the reason during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

To request a refund:

If you made a purchase using your Apple ID, refunds are handled by Apple, not Tailgater Social Inc. To request a refund, go to the App Store, click on your Apple ID, select "Purchase history", find the transaction and hit "Report Problem". You can also submit a request at <https://getsupport.apple.com>.

If you made a purchase using your Google Play Store account or through Tailgater Social directly: please contact customer support with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or Tailgater Social confirmation email. You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number. This notice shall be sent to: Tailgater Social Inc, Attn: Cancellations, Box 204, 3176 Plateau Blvd, Coquitlam, BC, V3E 3J2, CAN.

If you use your right of cancellation (except for purchases made through your Apple ID, which Apple controls), we will refund (or ask Google to refund) all payments received from you, without undue delay and in any case within 14 days of the date when we received notice of your decision to cancel the Agreement. We shall make such refund using the same means of payment as used by you in the initial transaction. There is a possibility that fees will be charged to you as a result of the refund.

If you made a purchase through a payment platform not listed above, please request a refund directly from the third-party merchant through which you made your purchase.

Pricing. Tailgater Social Inc operates a global business, and our pricing varies by varying factors. We frequently offer promotions and promotional rates which can vary based on region, length of subscription, and more. We also may update and test new features and payment options.

11. Notice and Procedure for Making Claims of Copyright Infringement.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please submit a takedown request by contacting inquiries@tailgatersocial.com

If you contact us regarding alleged copyright infringement, please be sure to include the following information so we can ascertain as much information as possible:

-An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

-A description of the copyrighted work that you claim has been infringed.

-A description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);

-Your contact information, including address, telephone number and email address and the copyright owner's identity; we WILL need to contact you for multiple purposes.

-A written 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

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

Tailgater Social will take appropriate actions as it sees fit, including but not limited to terminating the accounts of repeat infringers.

12. Disclaimers.

TAILGATER SOCIAL INC PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW. TAILGATER SOCIAL INC GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANT DATA. TAILGATER SOCIAL INC DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

TAILGATER SOCIAL INC TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD-PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE OR ANY INTERACTIONS THAT MAY OCCUR OFF THE APPLICATION. ANY INTERACTIONS BETWEEN YOU OR ANOTHER PERSON THAT MAY OCCUR OFF THE APPLICATION HAS RISK AND THAT RISK IS INCURRED BY THE USER BY SUBSCRIBING TO THIS SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

13. Third-Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. TAILGATER SOCIAL INC is not responsible for the availability (or lack of availability) of such external websites or resources. All Links, Hyper Links, or accessing of any third-party material through the Service is done so at your own risk. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. TAILGATER SOCIAL INC is not responsible or liable for such third parties' terms or actions. Clicking any imagery or hyperlinks, links is done so at your own risk.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TAILGATER SOCIAL INC, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR

USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICE; (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF TAILGATER SOCIAL INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (IV) INCORRECT INFORMATION LISTED, DISPLAYED, OR CONVEYED. IN NO EVENT WILL TAILGATER SOCIALS'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO TAILGATER SOCIAL INC FOR THE SERVICE AND CANADIAN \$100 WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. Class-Action Waiver

Except for where prohibited by applicable law:

Either party has the right to bring an individual claim against the other in a small claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court instead if the claim is within the jurisdiction of the small claims court. If the request to proceed in small claims court is made before an arbitrator has been appointed, the arbitration shall be administratively closed and considered Null and Void of any Authority in the matter. If the request to proceed in small claims court is made after an arbitrator has been appointed, the arbitrator shall determine whether the dispute should remain in arbitration or instead be decided in small claims court. Such arbitration shall be conducted by written submissions only, unless either you or Tailgater Social Inc elect to invoke the right to an oral hearing before the Arbitrator. But whether you choose arbitration or small claims court, you agree that you will not under any circumstances commence, or maintain, or participate in against the Company any class action, class arbitration, or other representative action or proceeding against Tailgater Social Inc.

By using the Service in any manner, either Online or Offline, you agree to the above.

16. Governing Law.

For members residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of British Columbia, Canada, will apply to any disputes arising out of or relating to this Agreement or the Service.

17. Venue.

Except for members residing in the EU or European Economic Area who may bring claims in their country of residence in accordance with applicable law and except for claims that may be properly brought in a small claims court of competent jurisdiction, all claims arising out of or relating to this Agreement, to the Service, or to your relationship with Tailgater Social Inc will be litigated exclusively in the federal or provincial courts of Vancouver British Columbia, Canada. You consent to the exercise of personal jurisdiction of the courts for Tailgater Social Inc to be the Province of British Columbia, Canada and waive any claim that such courts constitute an inconvenient forum.

18. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Tailgater Social Inc, our affiliates, all users of The Service, all venues listed on The Service, theirs and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees due to, arising out of, or relating in any way to your access to or use of the Service, a Live Event, your Content, or your breach of this Agreement.

19. Entire Agreement; Other.

This Agreement, which includes the [Privacy Policy](#) and the [Community Guidelines](#) (if applicable to you), and any terms disclosed and/or agreed to by you if you purchase additional features, products or services we offer on the Service, or Live Event Purchases contains the entire Agreement between you and Tailgater Social Inc regarding the use of the Service or Live Event. If any provision or portion of this Agreement is held invalid, the remainder of this Agreement shall continue in effect in full force. The failure of the Company or any personnel affiliated with the Company, to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right(s) or provision(s). You agree that your Tailgater Social account and all of your rights to your account is non-transferable, data associated with the account and its content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind Tailgater Social Inc in any manner.

