



## Terms and Conditions of Use

### 1. Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law. For the purposes of this document, PARTYBOOKING.NET™, PARTY BOOKING™, HERRIN TECH CORP™, and HERRIN TECHNOLOGY CORPORATION™ are used interchangeably and refer to PARTYBOOKING.NET, a wholly owned subsidiary of HERRIN TECHNOLOGY CORPORATION™. The scope of this agreement extends to all HERRIN TECHNOLOGY CORPORATION™ products, and services.

### 2. Use License

- a. PARTYBOOKING.NET™ grants the use of PARTYBOOKING.NET™ products based on the following conditions:
  1. You refer to you the user, your employees, or authorized agents.
  2. You are the business owner or authorized agent of the business to use PARTYBOOKING.NET™.
  3. You shall not engage in illegal activity or activity that would cause harm to PARTY BOOKING's™ reputation or standing.
  4. You shall not engage in activity intentionally or accidentally that negatively impacts the functionality of PARTYBOOKING.NET™.
  5. You shall not upload or otherwise use content that is copyrighted material for which you do not have permission of the owner to use.
  6. You leave intact any PARTYBOOKING.NET™ branding, logos, and copyrights.
  7. You shall not attempt to by-pass or circumvent PARTYBOOKING.NET™ security or access restrictions.
  8. You shall not attempt to "back-engineer" PARTYBOOKING.NET™ products, source codes, and or applications.
  9. You shall not attempt to reproduce or copy any website content created or generated using PARTYBOOKING.NET™.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by PARTYBOOKING.NET™ at any time.
- c. PARTYBOOKING.NET™ reserves the right to terminate this license at any time and for any reason.

### 3. Disclaimer

The materials on PARTYBOOKING.NET™ are provided "as is". PARTYBOOKING.NET™ makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a purpose, or non-infringement of intellectual property or other violation of rights. Further, PARTYBOOKING.NET™ does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site, online tools and services, mobile applications or otherwise relating to such materials or on any sites linked to this site. PARTYBOOKING.NET™ makes no guarantee of uptime or website accessibility.

### 4. Limitations

In no event shall PARTYBOOKING.NET™ or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the PARTYBOOKING.NET™ Internet site, online tools and services, or mobile applications, even if or a PARTYBOOKING.NET™ authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### 5. Revisions and Errata

The materials appearing on PARTYBOOKING.NET™ could include technical, typographical, mathematical, or photographic errors. PARTYBOOKING.NET™ does not warrant that any of the materials on its web site are accurate, complete, or current. PARTYBOOKING.NET™ may make changes to the materials contained on its web site at any time without notice. PARTYBOOKING.NET™ does not, however, make any commitment to update the materials.

### 6. Links

PARTYBOOKING.NET™ has not reviewed all the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by PARTYBOOKING.NET™ of the site. Use of any such linked web site is at the user's own risk.

### 7. Payments, Prices and Refunds

PARTYBOOKING.NET™ reserves the right to update and or change prices for products, services, and or online fees at any time with or without notice. Payment for subscription services are due at the time of registration and each month afterward on the monthly anniversary of registration. Subscription services require enrollment in automated monthly payments. In the event that automated payment is declined, or the customer's account becomes delinquent, the customer's account may be suspended. To restore services, the customer must re-enroll in a new subscription plan and pay any past due amounts plus a fifty (\$50.00) dollar re-activation fee. Online fee charges are collected at the time of the transaction. All product services, monthly subscriptions, online fees, and all other charges are non-refundable. You the customer are solely responsible for any refunds to your customers or patrons for payments received by you, including any online fees charged by PARTYBOOKING.NET™, from your customers using PARTYBOOKING.NET™ or third-party payment systems.

## 8. Site Terms of Use Modifications

PARTYBOOKING.NET™ may revise these terms of use for its web site at any time without notice. By using PARTYBOOKING.NET™ you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## 9. Consent to Use for Advertising and Promotion.

PARTYBOOKING.NET™ reserves the right to use customer branding, names, and customer provided testimonials for advertising, sales, and promotional purposes. This includes but is not limited to use on the PARTYBOOKING.NET™ website, videos, and printed materials. See the PARTYBOOKING.NET™ [Privacy Policy](#) for additional information.

## 10. Copyright & Trademark

PARTYBOOKING.NET™ is trademark protected and copyrighted. PARTYBOOKING.NET™ products, images, layout, website code, server-side code, and branding are sole property of PARTYBOOKING.NET™ and may not be used without express permission or in violation of the terms of use agreement.

## 11. Governing Law

Any claim relating to PARTYBOOKING.NET™ shall be governed by the laws of the United States and the State of Texas without regard to its conflict of law provisions.