



Terms of Service

Privacy Principals

Before you read all the "lawyer-speak", here is how we regard your privacy.

Our goal is for you to love our service and be a happy customer. Respecting your privacy and sensitive information, including your customer's information, is critical for us to **reach this goal**.

We will not share, sell, or give away your information or your customer's information - We hate spam and don't want you to get any more spam because of Eventbrite.

We are committed to security - We are committed to implementing good practices security. We work hard to maintain our users' privacy and security.

We will be a transparent and open company - We communicate openly and freely with our users. We endeavor to quickly relay news, both good and bad.

Thanks!

Julia, Renaud & Kevin

Eventbrite Terms of Service Agreement & Privacy Statement

1. ACCEPTANCE OF TERMS

MOLLYGUARD CORPORATION (MOLLYGUARD) provides its EVENTBRITE service (EVENTBRITE) to you, subject to the following Terms of Service (TOS), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.eventbrite.com/tos>. In addition, when using EVENTBRITE, you and EVENTBRITE shall be subject to any guidelines or rules applicable that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF EVENTBRITE

EVENTBRITE provides a simple and quick means for event organizers (EVENTBRITE Customers) to collect registration fees for their events online through the Web. Event organizers and planners may come to the EVENTBRITE web site, fill out a questionnaire of details about their event, including pricing, location, ticket inventory, etc., and collect registration fees online directly from their event attendees. Payments are all transacted through PayPal. For more information, please see <http://www.eventbrite.com>.

3. PAYMENT PROCESSING INFORMATION

All monetary collections will be made by you directly through PayPal and/or Google Checkout, and not to or through EVENTBRITE. Hence it will be necessary for EVENTBRITE users and their paying Customers to transact through PayPal and/or Google Checkout, and be subject to the applicable [PayPal Terms of Use](#) and/or [Google Checkout Terms of Use](#). EVENTBRITE is not affiliated with PayPal or Google Checkout, and neither is the agent or employee of the other, and neither is responsible in any way for the actions or performance (or lack thereof) of the other. The same is true with

respect to EVENTBRITE on the one hand and EVENTBRITE Customers and their customers on the other hand. To the extent that the SERVICE is rendered in conjunction with any other provider of services, the same shall also be true, namely that to the extent that a user of the SERVICE hereunder does so in conjunction with the services of another service provider, such user will be subject to the other service provider's terms of service, and neither EVENTBRITE or the other service provider will be considered the agent or employee of the other, and neither will be responsible in any way for the actions or performance (or lack thereof) of the other. The terms of this TOS shall not in any way supersede the terms of any other service provider, nor shall the terms of service of any other service provider supersede the terms of this TOS with respect to the SERVICE.

4. FURTHER SERVICE UNDERSTANDINGS

Unless explicitly stated otherwise, any new features that augment or enhance the Service, shall be subject to the TOS. You understand and agree that the Service is provided AS-IS and that EVENTBRITE assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

5. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service registration form (such information being the Registration Data) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or EVENTBRITE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EVENTBRITE has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). EVENTBRITE is concerned about the safety and privacy of all its users, particularly children. For this reason, and to be consistent with PayPal's Terms of Use, you must be at least 16 years of age to register for an account. If you are under the age of 18, you hereby represent that you are using the Service with the consent of your parent or guardian (Guardian), and that said Guardian is at least 18 years old, is the legal Guardian of the person listed on the EVENTBRITE account, and that said Guardian has expressly given permission to access the Service.

6. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will create a password and account during the Service registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify EVENTBRITE of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. EVENTBRITE cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

7. MEMBER CONDUCT

In using the EVENTBRITE Services, you understand that you are liable for all information, in whatever form, (Information) you make available to your customers. You agree not to use the Service to:

- a. upload, post, email, transmit or otherwise make available any Information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a EVENTBRITE official, forum leader, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Information transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and

- confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Information that infringes any patent, trademark, trade secret, copyright or other proprietary rights (Rights) of any party;
 - g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas that are designated for such purpose and within the scope of such designation;
 - h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
 - j. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; or
 - k. stalk or otherwise harass another.

You acknowledge that EVENTBRITE does not pre-screen any Content working in coordination with the Service, but that EVENTBRITE and its designees shall have the right (but not the obligation) in their sole discretion to rescind use of the Service. You acknowledge and agree that EVENTBRITE may preserve Information and may also disclose Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of EVENTBRITE, its users and/or the public. You understand that the technical processing and transmission of the Service, including your Information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Information. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. INDEMNITY

You agree to indemnify and hold EVENTBRITE, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Information you submit, post, transmit or make available through the Services, your use of the Services, your connection to the Services, your violation of the TOS, or your violation of any rights of another.

10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service, other than as provided within the scope of the Service.

11. MODIFICATIONS TO SERVICE

EVENTBRITE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. EVENTBRITE will not be responsible to you for refund, in whole or part, of service fees for any reason. You agree that EVENTBRITE shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that EVENTBRITE, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Information within the Service, for any reason, including, without limitation, for lack of use, failure to timely pay any fees or other moneys due EVENTBRITE, or if EVENTBRITE believes that you have violated or acted inconsistently with the letter or spirit of the TOS. EVENTBRITE may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that EVENTBRITE may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that EVENTBRITE shall not be liable to you or any third-party for any termination of your access to the Service.

13. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because EVENTBRITE has no control over such sites and resources, you acknowledge and agree that EVENTBRITE is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that EVENTBRITE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

14. EVENTBRITE'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service (Software) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by EVENTBRITE, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. EVENTBRITE grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Services by any means other than through the interface that is provided by EVENTBRITE for use in accessing the Service.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. EVENTBRITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. EVENTBRITE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVENTBRITE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EVENTBRITE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EVENTBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THE TOS SECTIONS MAY NOT APPLY TO YOU.

18. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. Our mailing address is Mollyguard Corporation, 208 Utah Street, Suite 450, San Francisco, CA 94103, USA.

19. TRADEMARK INFORMATION

EVENTBRITE, trademarks and service marks, and other EVENTBRITE logos and product and service names are owned by and /or trademarks of EVENTBRITE (the EVENTBRITE Marks). Without EVENTBRITE's prior permission, you agree not to display or use in any manner, the EVENTBRITE Marks.

20. GENERAL INFORMATION

A. Entire Agreement. The TOS constitutes the entire agreement between you and EVENTBRITE and governs your use of the Service, superseding any prior agreements between you and EVENTBRITE. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party Information or third-party software.

B. Choice of Law. The TOS and the provision of Service to you are governed by the laws of the state of California, U.S. A as such laws are applied to agreements entered into and to be performed entirely within California by California residents.

C. Arbitration. Any controversy or claim arising out of or relating to the TOS or the provision of Service shall be finally settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Francisco,

California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. However, you and EVENTBRITE agree to submit to the personal jurisdiction of the courts located within the city and county of San Francisco, California. Either you or EVENTBRITE may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect the rights or property of you or EVENTBRITE (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

D. Invalid Provisions. The failure of EVENTBRITE to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

E. Time to File Claim. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

F. Titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.

21. VIOLATIONS

Please report any violations of the TOS [here](#).

22. EVENTBRITE PRIVACY POLICY

Information Collection and Use

EVENTBRITE will not contact you or your customers with third party advertising or promotion without your explicit permission. We strongly value this relationship and do not want to compromise this in any way.

EVENTBRITE will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. EVENTBRITE collects information from our users at several different points on our web site.

Registration

In order to use this web site, a EVENTBRITE Event Organizer must first complete the registration form. During registration an Event Organizer is required to give its contact information (such as email address). Any information provided is to improve the experience to our customers and no information is used for any promotional or advertising purpose.

Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the event publisher. By setting a cookie on our site, the user would not have to log in a password more than once, thereby saving time while on our site. We use cookies for the convenience of our event publishers and do not use them for any targeted/tracking advertising purposes.

Log Files

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Sharing

We do not share any individual Event Organizer or attendee information for the purposes of advertising or marketing.

Links

This web site contains links to other sites. Please be aware that we, EVENTBRITE, are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy

statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by EVENTBRITE at this Web site.

Newsletter

We will offer a newsletter to our registered event publishers (not your customers, your event attendees). If an event publisher wishes to subscribe to our newsletter, we ask for contact information such as name and email address. You will have the choice to Opt-Out of this newsletter. This information will not be made available to any third party for advertising or direct marketing purposes.

Surveys & Contests

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the Event Publisher therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Security

No financial transactions or sensitive financial information is ever accessible by EVENTBRITE or stored on EVENTBRITE servers. All financial transactions occur on PayPal's secure, SSL protected servers. Note, you should never use the same email/password combination as PayPal when signing up for a EVENTBRITE account. This web site takes every precaution to protect our users' information. When users submit sensitive information via the web site, your information is protected both online and off-line.

We encrypt all passwords and other sensitive information in our database. We also protect user-information off-line. All of our event publishers' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifiable information. Furthermore, ALL employees are kept up-to-date on our security and privacy practices. If you have any questions about the security at our web site, you can contact us [here](#).

Supplementation of Information

In order for this web site to properly fulfill its obligation to our customers, it is necessary for us to supplement the information we receive with information from 3rd party sources, primarily PayPal. This information is not shared with any additional outside parties.

Site and Service Updates

We also send the Event Publisher site and service announcement updates. Event Publishers are not able to unsubscribe from service announcements, which contain important information about the service. We communicate with the user to provide requested services and in regards to issues relating to their account via email or phone.

Correction/Updating Account Information

If an Event Publisher's identifiable information changes (such as your e-mail), or if a user no longer desires our service, we will endeavor to provide a way to correct, update or remove that personal data provided to us. This can usually be done at account page or by contacting our Customer Support [here](#).

Notification of Changes

If we decide to change our privacy policy, we will post those changes on our web site so our Event Publishers are always aware of what information we collect, how we use it, and under circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the

information was collected.

23. AFFILIATE REFERRAL TERMS

Mollyguard Corporation (dba "Eventbrite") will pay a referral fee to persons or entities ("Referrers") that refer revenue-generating customers to Eventbrite pursuant to the following terms and conditions ("Customers").

- a. Prior to a Customer's initial use of the Eventbrite event registration services ("Services"), the Referrer must have contacted the Customer and have been instrumental in getting the Customer initially to try the Services.
- b. The Referral must properly register with Eventbrite.
- c. Eventbrite will pay the Referrer thirty-five percent (35%) of the "net revenue" (amount actually paid to Eventbrite for providing the Service to Customer) generated by actual net ticket sales for the Customer's account during the period 12 months next following the date of the Customer's first Eventbrite event registration.
- d. The referral fee will be paid at the beginning of each month to Referrer if the amount due and unpaid is five dollars (\$5.00) or more. Any unpaid balances will be added to any balances due in subsequent months.
- e. Eventbrite reserves the absolute right to change, modify or terminate this offer and/or its terms at any time.
- f. These provisions are a part of Eventbrite's Terms of Service ("TOS") and all are applicable to this offer to the extent relevant to it. Eventbrite reserves the absolute right to determine such relevance and what, if any amounts are properly due Referrers hereunder.

ACCOUNT LINKS

- [Create an Event](#)
- [Open an account](#)
- [Sign In](#)
- [Affiliate Program](#)

ABOUT OUR SERVICE

- [Take the Tour](#)
- [Learn More](#)
- [Features](#)
- [Pricing](#)
- [Terms of Use](#)
- [Privacy Policy](#)

ABOUT EVENTBRITE

- [About the Company](#)
- [Press](#)
- [Jobs](#)
- [Blog](#)
- [Forum](#)
- [Developer API \(beta\)](#)

SUPPORT

- [Site Map](#)
- [Contact Us](#)
- [Help](#)



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