

TERMS OF USE

1. User's Acknowledgment and Acceptance.

Entertainment Benefits Group, LLC d/b/a ebg (referred to as "us", "we" or "our") provides the website www.ebgsolutions.com (this "Website") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (collectively, these "Terms of Use"). In addition, when using particular services or materials on this Website, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to the terms and conditions contained in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE WEBSITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE WEBSITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS WEBSITE.

These Terms of Use are effective as of the date described at the bottom of these terms and conditions. We reserve the right to change these Terms of Use from time-to-time without notice to you. You acknowledge and agree that it is your responsibility to review this Website and these Terms of Use periodically and to be aware of any modifications. Your continued use of this Website after such modifications will constitute your acknowledgment of the modified Terms of Use and your agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to a "Related Company" or "Related Companies" include our direct or indirect owners, subsidiaries, and affiliated companies.

2. Description of Services.

Our Website is used primarily for informational purposes. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem, and your own Internet access (including payment of telephone or internet service fees associated with such access).

We reserve the sole right to either modify or discontinue the Website, including any features thereon, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the product or service offerings or pricing. Any new features that augment or enhance the then-current services on this Website shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access during your use of this Website; and, therefore, delays or disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Website are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

3. Privacy.

The information we obtain through your use of this Website is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Conduct on Website.

Your use of the Website is subject to all applicable laws and regulations, and you are solely responsible for the contents of your communications through the Website. By posting information in or otherwise submitting any form that may be available to you on or through this Website, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- (f) Impersonates any person or entity, including but not limited to any of our employees or representatives.

Furthermore, you agree not to use any robot, spider, scraper, or other automated means to access the website for any purpose without our express written consent; and not to take any action that imposes (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, or that otherwise interferes with the functionality of the Website.

Not all areas of the Website may be available to you or other authorized users of the Website. You shall not interfere with anyone else's use and enjoyment of the Website or other similar services. Users who violate systems or network security may incur criminal or civil liability. You acknowledge that we will cooperate fully with investigations of violations of systems or network security at other websites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Content.

This Website may link you to other websites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other persons or entities (collectively, "Third-Party Content"). Third-Party Content may contain information or material that some people may find inappropriate or offensive. Third-Party Content and their owners or operators are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the Third-Party Content, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Third-Party Content by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information.

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material that can be viewed by users on our Website.

By accepting these Terms of Use, you acknowledge and agree that all un-disclaimed content presented to you on this

Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is our sole property or the property of our Related Companies. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for copies made for your personal viewing and reference use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Website in any form or by any means, commercial or otherwise, without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this Website. Any unauthorized use of the materials appearing on this Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we nor our Related Companies represent or warrant that your use of materials displayed on, or obtained through, this Website will not infringe the rights of third parties. See the section titled "User Materials" below for a description of the procedures to be followed in the event you believe that content posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any person or entity.

Unless otherwise specified elsewhere on the Website, all custom graphics, icons, logos, and service names are trademarks, trademarks or service marks belong to us or our Related Companies. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of us or our Related Companies.

7. User Materials.

Subject to our Privacy Policy, any communication or material that you transmit to this Website or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. Except to the extent prohibited by applicable laws, and subject to our Privacy Policy, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise to protect such information. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this Website believes its copyright, trademark or other property rights have been infringed by a posting on this Website, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of

copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received may be terminated.

Designated Agent for Claimed Copyright Infringement:

ebg
Attn: Copyright and Compliance, Legal Department
19495 Biscayne Blvd., Suite 300Aventura, Florida 33180

You may also contact us by filling out the web form located *here*.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Website without liability to you or any other person or entity and that the claims of the complaining party and the party that originally posted the materials may be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

8. Disclaimers.

ALL MATERIALS AND SERVICES ON THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (b) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE WEBSITE FROM US OR OUR RELATED COMPANIES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS WEBSITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability.

Your exclusive remedy and our entire liability, if any, for any claims arising out of your use of this Website shall be \$50.00.

IN NO EVENT SHALL WE OR OUR RELATED COMPANIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FOR ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS WEBSITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS OR SERVICES OFFERED THROUGH THIS WEBSITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS WEBSITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification.

Upon a request by us, you agree to defend, indemnify, and hold us and our Related Companies, and their respective owners, officers, directors, employees, agents, representatives, attorneys, and insurers harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Website. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Participation in Promotions.

From time-to-time, this Website may include promotions offered or fulfilled by third parties. In the event that you enter into correspondence with or participate in promotions of the third parties through this Website, any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the third party. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

12. Export Controls.

This Website is subject to United States Export Controls. No software from this Website may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using this Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. International Use.

Although this Website may be accessible worldwide, we make no representation that materials on this Website are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Website is void where prohibited.

14. Termination of Use.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

We shall not be liable to you or any third party for any claims or damages arising out of any termination, suspension, or any other actions taken by us in connection therewith. Sections 1, 3-10, and 14-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

15. Governing Law & Venue; Statute of Limitations.

This Website (excluding linked web sites) is controlled by us from our offices within the State of Florida, United States of

America. It can be accessed from all fifty (50) States, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site both of us agree that the statutes and laws of the State of Florida will apply to all matters relating to the use of this site and the purchase of products and services available through this site, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Florida and federal courts in Miami-Dade County, Florida for the resolution of any dispute arising from your use of the Website. Each Party agrees to waive any objection s/he or it may have to Miami-Dade County, Florida serving as the venue for resolving any dispute between them arising from your use of the Website.

Any cause of action brought by you against us or our Related Entities must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

We make no representation that the products and services available through our Website are appropriate or available for use in locations outside of the United States, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

16. Minors.

Persons under the age of eighteen (18) are not eligible to purchase, cancel, or modify any services available through this Website.

17. Notices.

All legal notices to us shall be in writing and shall be made via conventional mail. Notices must be sent to ebg, Attn: Legal Department, 19495 Biscayne Blvd., Suite 300, Aventura, FL33180. We may broadcast notices or messages through the Website to inform you of changes to the Website or other matters of importance, and such broadcasts shall constitute notice to you.

18. Entire Agreement.

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may not be altered, supplemented, or amended using any other documents. Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

19. Miscellaneous.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this Website, or use of or access to this Website.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent

with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

20. Contact Information.

Except as explicitly noted on this Website, the services available through this Website are offered by ebg, located at 19495 Biscayne Blvd., Suite 300, Aventura, FL 33180.

Last Revised: February 25, 2022