

## **Terms of Service/Privacy Policy**

**Updated July 20, 2020**

### **Introduction**

The following terms of service (the "TOS") which incorporate a "Privacy Policy", form a binding agreement between Richmond Weddings (hereinafter "Richmond Weddings", "TP", "We", "Our" and "Us") and You, a user of this site, and govern Your use of our Services (defined as our Software, Provided Content and other content available by or at the direction of Richmond Weddings facilitated through our website located at <https://www.richmondweddings.com>, as well as Your use of mobile apps and other Provided Content (as defined below) owned or operated by or on behalf of us ("Services" or "Site") for the purpose of You submitting content to be share with our third party wedding/event partners for the information and benefit of the user, guided by and for the purpose of the service, to and by Richmond Weddings, in connection with in-person events and showcases ("Events") as well as for the purpose of You creating calendars, docket, lists, personal statistics, and information through and by testing, results and recommendations by Richmond Weddings ("Content"). By using any of the Service, you consent that Richmond Weddings can collect, use, disclose, transfer and store information relating to and collected from you as set forth in this Privacy Policy. We ask that you confirm such consent by checking a box when you create an account after October 25, 2018, and otherwise from time to time as determined by Richmond Weddings in its sole discretion.

PLEASE READ OUR TERMS OF SERVICE CAREFULLY BEFORE USING ANY OF OUR SERVICES. Our Terms of Service and Privacy Policy explains what information we collect, how we use it and who we share it with. We strive to make Richmond Weddings' Terms of Service readable and have tried to provide explanations for the more unusual legal terms. If You have terminology questions not covered here, Law.com's glossary may help, though we cannot vouch for the accuracy of outside sources, including those referenced in the TOS.

This policy was created and pursuant to US privacy laws and regulations, to answer the following questions:

- What information do we collect about you and how do we use it?
- Will we share your personal information with third parties?
- What choices do you have about the collection and use of your personal information?
- What security measures do we take to safeguard your personal information?

By using the Services, including by creating an account and/or submitting an image or other data, You are agreeing to our TOS; in order to provide You with information, accept and process Your Content and/or an order, analyze Your Content and make recommendations and/or provided any Event tickets/registrations to You, we have to process certain data and information including Personal Data that we collect from our Users, and that each User inputs. In order to operate the site, and prevent technical issues and breaches, we need to process (e.g. collect, store, retrieve, disseminate, make available, and delete) certain data and information including personally identifying information, also known as "Personal Data". Personal Data includes Your username, Your email address, Your IP information and any personally identifying information You enter on the Service, including information that You put into Your profile, such as Your email address, any image, video or photograph that You submit or provide to Richmond Weddings, and other Content that You may submit to, on or through the Service.

We collect and use certain Personal Data (as defined below), including information that includes Special Categories of Personal Data (as defined below) under the European Union's GDPR regulations, and we may transfer such data to servers, staff, contractors, associates and affiliates in the United States, including any information that you manually enter, as permitted by US law, and for necessary purposes, specifically for performance of a contract that you are a party to (ie providing you with goods you personally ordered or someone ordered for you), for purposes of our legitimate interests as a business, or as is otherwise in the public interest, to comply with a legal obligation or to protect the vital interests of you or another person, as explained more extensively below.

By using Richmond Weddings, You consent to our collection, processing, retention and display of Your Personal Data as set forth and explained in these Terms of Service and Privacy Policy, so we can maintain the integrity of the Service, the Software (defined as any app, website or other program accessible through or via Richmond Weddings or at its direction) and the content that we host; provide You with the content that You are seeking; minimize spam; alert You of new products or services, features, or enhancements; handle Your questions or issues; administer promotions, contests and sweepstakes; display relevant marketing to You; provide You with software and application updates and upgrades; to combat fraud and abuse; notify You of promotions, updates, or special offers from collaborators or other third parties that we think may interest You; to preserve the integrity of the Service; when we have a good faith belief it is required by law, such as pursuant to a subpoena or other legal process, or when we have a good faith belief that doing so will help prevent imminent harm to someone; and for various legal and accounting/audit reasons. We also use information that You provide and that We collect, in the aggregate to understand how our users as a group use the services and resources provided on our Services.

If you order products or services from us for yourself or to be sent to someone else, you must provide information to us so we can provide you with the products and/or perform the services that you have ordered, you cannot opt out from receiving updates and information related to those product purchases or said services, and you consent to our sharing of information in connection therewith

with our suppliers, distributors, shippers and payment processors, so we can conduct business related to your purchase or contract for services.

Additional terms and conditions may apply when You access information created by or for Richmond Weddings via an affiliate services or third-party, including but not limited to Facebook, Twitter, YouTube, Tumblr, Yahoo, Google, Amazon and more, and which are hereby made a part of our TOS and are expressly incorporated herein by this reference; You only agree to the terms of and/or regarding third party sites if You use or access information on or via those sites or services.

If You submit information to Richmond Weddings for purposes of seeking employment with Richmond Weddings as an employee or contractor, Richmond Weddings reserves the right - but does not have a duty - to retain it in the manner in which Richmond Weddings retain similar business records, and reserve the right to use such information for purposes of determining Your suitability for the position You seek and any retention in and/or promotions therefrom.

If You do not agree to any aspect of our TOS, You must discontinue use of our Services and cease accessing the website; you may need to cease following us on social media as well. You should print or otherwise save a copy of our TOS for Your records.

You acknowledge that our TOS is supported by good and valuable consideration including but not limited to Your use of the Services and receipt of data, materials and information available at or through the Services. If You order/request any Richmond Weddings Services including Event tickets/registrations, You are entering into a contract with Richmond Weddings where You are requesting the Event tickets/registrations and other Services and information, and may opt to pay fees for such Services; as part of this contractual relationship, You affirm our right to collect, use, process and retain any information or data that You submit to us, including Personal Data and/or data that falls into the definition of Specific Categories of Personal Data, pursuant to the terms set forth in Richmond Weddings' Privacy Policy.

We may update or change our TOS from time to time and recommend that You review our TOS on a regular basis. The most current version of our TOS may be viewed at (our link to TOS). If We make a change to our TOS, the revised version of our TOS will be posted on our Website, and We reserve the right to send notification of such change to any email address submitted to Richmond Weddings by You; Because this information is important to Your interaction Richmond Weddings and Your use of the Services, You may not opt out of receiving these communications. You understand and agree that Your continued use of our Services after our TOS have changed constitutes Your acceptance of our TOS as revised.

You have come to Richmond Weddings to obtain Richmond Weddings Services for Yourself; in order to provide You with our Richmond Weddings Services, You have to provide us with certain information, and to provide You with said Services, we collect and retain certain information about You as well:

- When You create a Richmond Weddings account, which involves registering for our Services
- If You subscribe to a mailing list, enter a contest, or contact us;
- When You submit Content
- When You interact with one of our Partners or another service provider on the Service; and
- When You pay for a Service or an item.

## **PAYMENT SERVICE AUTHORIZATION**

You may be asked to provide us with a credit card number from a card issuer, or other payment information that we accept, in order to activate and/or pay for any fees related to the Service. If we do so, we may seek pre-authorization of Your credit card or other payment information prior to a purchase to verify that the credit card or payment information is valid and/or has the necessary funds or credit available to cover Your purchase, order, fee or subscription. These pre- authorizations would reduce Your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact Your card issuer if You have additional questions regarding when an authorization amount will be removed from Your statement.

If at any point Richmond Weddings collects credit card billing information from You, said data will be transferred using techniques considered commonplace and "industry standard" by our processing partner(s); any data that we use, store, process or retain will be handled pursuant to our Privacy Policy and payment/credit card information will be treated as ephemeral data by Richmond Weddings and will solely be processed and, if applicable, stored by our partner(s) in use at the time of the transaction.

All payments must be made via Apple Pay, Google Payment and/or other payment services that may be added from time to time by Richmond Weddings via Apple Store and/or Google Play. Your card issuer agreement governs Your use of Your designated card, and You must refer to that agreement and not this Terms of Service to determine Your rights and liabilities as a cardholder. **YOU, AND NOT RICHMOND WEDDINGS, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.**

You agree to pay all fees and charges incurred in connection with Your purchases and services (including any applicable taxes) at the

rates/prices/fees in effect when the charges were incurred. If We do not receive payment from Your credit card issuer or its agent, You agree to pay all amounts due upon request or demand by Richmond Weddings or its agents.

Richmond Weddings shall have the right to refuse or cancel any orders placed for products, subscriptions and/or Services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. Richmond Weddings shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Your credit card charged. If Your credit card has already been charged for the purchase and Your order is canceled, Richmond Weddings agree to promptly issue a credit to Your credit card account in the amount of the charge or process the refund pursuant to the refund process set forth by the payment method used by the purchaser, whether that is ApplePay or Google Pay.

## **OUR REFUND POLICY**

Unless prohibited by law, in the event that Richmond Weddings is found responsible for any error in Your order or the amount You were charged, You are entitled to a credit, provided it is brought to our attention within 30 days of Your order date. If You do not raise the issue within 30 days of Your order date or the date on which You were billed for a subscription, You waive the ability to receive a credit for any error.

## **OUR MATERIALS AND LICENSE TO YOU**

Content and information on the Richmond Weddings website and any Richmond Weddings app, as well as on the third-party sites used by Richmond Weddings to provide You with information, special deals and news, is owned by a wide range of parties, including Richmond Weddings, users who submit content like photos, and third parties who may promote goods or services on or through the site (the "Provided Content"). The Provided Content is protected by copyright, trademark, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries. Richmond Weddings grants You a limited, non-exclusive, non-transferable and revocable license to access and use the Sites and/or the Materials including Provided Content, for personal reasons solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement including sharing such Content with any service provider such as an event space, house of worship, officiant, caterer, florist or rental company. Any other use of the Provided Content is prohibited. With regard to Provided Content that is either (a) owned by Richmond Weddings or (b) hosted by Richmond Weddings, Richmond Weddings grants its users a license to use such Provided Content for personal and/or non-commercial purposes or pursuant to Fair Use on social media, in texts, on blog posts and on third party networks, sites, systems and social media. Nothing contained on the Sites should be interpreted as granting to You any broader commercial license to use any of the Provided Content and/or third-party proprietary content on the Sites without the express written permission of Richmond Weddings or the appropriate third-party owner, as applicable.

If You download any software or machine-readable Provided Content from Richmond Weddings, You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. Richmond Weddings reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or Services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

Richmond Weddings accepts no responsibility for any actions You take or decisions You make because of any reliance by You on any information provided by Richmond Weddings, Richmond Weddings employees or contractors, or other visitors to or users of the Richmond Weddings Services, and such actions and/or decisions are solely at Your own risk and based on Your own decisions.

## **MEMBER ACCOUNT**

When You accept our TOS, download our application and complete our sign-up process, You become a Richmond Weddings account holder and we will create an Account Number so we can organize the data that we collect about Your Member Account to provide You with requested Event tickets/registrations and other Services. In order to create Your Member Account, You will be required to select a password. Please choose a strong password and do not reveal Your password to others. You agree that You are responsible for keeping Your password confidential and secure, and further understand that You are solely responsible and liable for any activities that occur under Your Member Account. If You suspect or become aware of any unauthorized use of Your Member Account please contact us. You should not share Your Member Account and/or password details with another person.

## **ACCEPTABLE USE POLICY**

By accessing the Sites, You agree:

- not to share your account with anyone.
- not to use the Sites or the Services or submit content to the Sites if You are an Age-Barred Individual as defined herein.
- not to use the site to cause nuisance, annoyance or inconvenience.
- not to attempt to impersonate another user or person, a Richmond Weddings Partner or member of the Richmond Weddings

- team, including for purposes of placing false or fake Event tickets/registrations requests or queries
- not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by Richmond Weddings.
- not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Site content including but not limited to the Provided Content.
- not to attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system and/or network connected to any Richmond Weddings server.
- not to use the Sites in any manner that could damage, disable, overburden and/or impair any Richmond Weddings server, or the network(s) connected to any Richmond Weddings server, and/or interfere with any other party's use and enjoyment of the Sites.
- not to use any information obtained from the Sites or the Richmond Weddings Services in order to contact, advertise to, solicit, or sell to any Richmond Weddings service provider or other user
- not to use the Sites or any Provided Content as part of an effort to compete with or negatively impact the business of Richmond Weddings.
- not to use the Software or Services or Provided Content for any commercial purposes, including but not limited to, contacting or advertising to, soliciting or selling to, any service provider unless Richmond Weddings has given You permission in writing to do so.
- not to delete the copyright or other proprietary rights notice from any Provided Content or any portion of the Sites or in connection with any Event tickets or registrations, or other Richmond Weddings Services.
- to report any errors, bugs, glitches, unauthorized access methodologies or any breach of IP rights that You uncover in Your use of Software or the Services.
- not to use the Sites for any illegal purposes including but not limited identity fraud, credit card fraud.
- not to sell or transfer Your User Profile.
- to keep secure and confidential Your account password or any identification that We provide You.
- not to upload or transmit viruses or other harmful, disruptive or destructive files; and
- that you are not based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country.

## LICENSES AND INDEMNIFICATION

You shall not upload to, email to, distribute or otherwise publish through, or share with or through the Service any Content which is deemed by Richmond Weddings, in its sole discretion, to be libelous, defamatory, obscene, pornographic, harassing, or infringing of third party copyrights, trademarks or other intellectual property rights, or which otherwise violates any law, or which is deemed by Richmond Weddings in its sole discretion to be advertising or "spam".

If You send or post comments, images or videos (the "User Submission") on, to or at any page or site hosted, managed or controlled by Richmond Weddings including the Site, and any of Richmond Weddings' Facebook pages, or if You directly communicate with Richmond Weddings via email, a comment form, Twitter, or on Instagram, Tumblr or another social media service including by tagging Richmond Weddings, You grant Richmond Weddings a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the universe in any media that currently exists and/or shall later be created (the "Submissions License"). You also grant Richmond Weddings the right to include and/or use the user name and/or email address that You submit with Your User Submission, if any, in connection with such User Submission, whether on the Service or in any other media, and that no additional consideration or credit needs to be provided to You by Richmond Weddings and/or any licensee thereof. If You believe that a user has violated the terms of these Terms of Service, it is not Your responsibility to call them out on it publicly; instead, please contact Richmond Weddings. Richmond Weddings shall have the right (but not the obligation) in its sole discretion to refuse or move any User Submission and/or block access by the public to any User Submission that violates the TOS or is otherwise deemed objectionable in Richmond Weddings's sole discretion. You acknowledge that Richmond Weddings are not obligated to pre-screen User Submissions and may not review User Submissions for purposes of compliance with the TOS or any other policy. Although we try to maintain a safe environment on our social media platforms and the Services, we are not responsible for the posts of any user and disclaim any liability for such posts. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NON-INFRINGEMENT, AND USEFULNESS, WITH RESPECT TO ANY CONTENT POSTED ON ANY OF Richmond Weddings' PLATFORMS OR ANY PLATFORM OR SERVICE ON WHICH Richmond Weddings POSTS, SHARES, DISTRIBUTES OR HOSTS CONTENT.

No User Submission shall include any material which is deemed by Richmond Weddings, in its sole discretion, to be libelous, defamatory, obscene, pornographic, harassing, or infringing of third party copyrights, trademarks or other intellectual property rights, or which otherwise violates any law, or which is deemed by Richmond Weddings in its sole discretion to be "spam" or unauthorized advertising. You acknowledge that by using the Service, You may be exposed to material that is offensive, indecent or objectionable, and You affirm that Richmond Weddings has no responsibility therefore.

You recognize that some content on this site, including all User Submissions and Provided Content, represents the viewpoints and/or

opinions of the individual who has created such content, and is not endorsed by this site in any way. Richmond Weddings do not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Service by any third party including any user, information provider or any other person or entity. You acknowledge that any except as otherwise provided herein regarding pricing, any material You download, view, or otherwise access through the Service is at Your own risk, and You will be solely responsible for any damage or loss of data that results from the download of any such material.

By transmitting a User Submission or Provided Content, You represent and warrant that the Content and Your communication thereof conform to our TOS and that You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such User Submission in all manners contemplated by these Terms of Service (including the Submissions License). If such rights are not assigned to us, Your license to create derivative works using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not Your User Submissions are used by us. You hereby appoint us as Your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use. You agree that any User Submission You make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and us in any way, and that You have no expectation of any review, compensation or consideration of any type.

You understand that the technical processing and transmission of the Site, including Your Content contained therein, may involve transmissions over various networks, and may require changes to Your Content in order to conform and adapt to the technical requirements of connecting networks or devices. You understand and acknowledge that such transmission will involve servers in the United States and you assent to such transmission of Content outside your country of residence and/or citizenship.

Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments, and waivers You may make with respect to Submissions, and to the extent allowed by applicable law, You hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by You with respect to Submissions submitted by You to us.

You agree to indemnify and hold harmless Richmond Weddings and its officers, directors, employees, agents and affiliates, from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) Your User Submission; (b) Your misuse of the Website, Software or Services; (c) Your violation of this Agreement; (d) a claim, which if true, would constitute a violation by You of Your representations and warranties; (e) a claim alleging Your negligence or willful misconduct related to the Site or Your User Submission; (e) Your violation of any applicable laws, rules or regulations through or related to the use of the Website, Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, You agree to pay for the defense of the Indemnified Party, including reasonable costs and attorney's fees incurred by the Indemnified Party. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with the Company in asserting any available defenses, and You may not settle any claim without the prior written consent of Richmond Weddings, which shall not be unreasonably withheld. This provision does not require You to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website, Software or Services. You agree that the provisions in this section will survive any termination of Your account, this Agreement, or Your access to the Website, Software and/or Services. You agree that Richmond Weddings shall not be liable to You or any third-party for any termination of or limitation on Your access to the Services.

## **ALERTS**

Customers placing orders will receive email, pop-up or textual (including SMS) alerts about Richmond Weddings news and events, Services and/or processes if You have the Richmond Weddings App or Widget installed on Your mobile device or computer. Additionally, You may receive additional emails following an event soliciting feedback relating to that event or service or providing recommendations and news to You based on prior orders and other interactions with Richmond Weddings and with our partners and service providers.

## **THIRD PARTY INTERACTIONS**

Third-Party Websites, Applications and Advertisements. The Website and the Services may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications") and advertisements for our other partners ("Third-Party Advertisements") for third parties (collectively and individually, "Third-Party Content"). When You click on a link to Third Party Content, the Company will not warn You that You have left the Company's Website or Services and will not warn You that You are subject to the terms and conditions (including privacy policies) of another entity. Such Third-Party Content is not under the control of the Company. The Company is not responsible for any Third-Party Content.

**App Stores.** You acknowledge and agree that the availability of the Application is dependent on the third party from which You received the Application license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge that this Agreement is between

You and Richmond Weddings and not with the App Store. Richmond Weddings, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the Provided Content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, You must have access to a wireless network, and You agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application or the Services and any refund requested shall be granted at Richmond Weddings' sole discretion. You agree to comply with, and Your license to use the Application is conditioned upon Your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Application. You acknowledge that the App Store (and its subsidiaries) are intended third-party beneficiaries of the Agreement and have the right to enforce them.

**Ad Servers and Third-Party Hosted Content:** Richmond Weddings may include advertisements and content served and/or hosted by third-party providers, and reserves the right to share personally identifying information with Richmond Weddings' ad partners and business partners, as well as designees, advertisers, marketing firms and related third parties, for purposes of site/Service integrity and so we can provide You with information, data and/or Content that we believe You will be interested in.

Some of the content and/or works that You see displayed at the Sites is created or approved by Richmond Weddings, but is not hosted on the Sites. Such embedded content can include videos, tweets, articles, research opportunities, images that are hosted by third-party sites, or audio files ("Embedded Content") such as Tweets from Richmond Weddings, or YouTube videos uploaded by Richmond Weddings or our partners. If You access a page that includes Embedded Content, the content file may share data with the hosted site as if You were on or at the hosted site including in the form of cookies. Embedded Content is not governed by our Privacy Policy, and instead is covered by the Terms of Service and/or Privacy Policy of the service that hosts the Embedded Content.

**Cookies:** With respect to cookies: we use cookies to store visitor preferences and certain identifiers, customize Web page content based on visitors' browser type or other information that the visitor sends, and record past activity at a site in order to provide better service when visitors return to our site.

Richmond Weddings may, at a future time, use customer information for new, unanticipated uses not previously disclosed in our privacy notice. Richmond Weddings reserve the right to communicate with its users via communications methods provided by each or any user.

If You request that Richmond Weddings send information to a third party, such as a friend, Richmond Weddings may utilize the contact data provided by You to forward information to said third party and may retain said contact data as long as we feel appropriate.

## **THE RISK OF ERRORS, ISSUES AND OMISSIONS**

The Company's Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in the Company's privacy policy or as otherwise required by applicable law, the Company is not responsible for any delays or other economic damage resulting from such problems. You acknowledge that access to the Service may involve third party fees (such as Internet service provider, mobile data fees or airtime charges). You are responsible for applicable fees, including those fees associated with the display of advertisements, transportation to or parking at any Event, if applicable. In addition, You must provide and are responsible for all equipment necessary to access Richmond Weddings Services in any medium or via any service.

## **COPYRIGHT POLICY**

Richmond Weddings respects the intellectual property of others, and We ask all of our users to do the same. If You believe that Your copyrighted work has been copied and is accessible on the Sites or a website through which our Services may be accessed in a way that constitutes copyright infringement, please provide our Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to our copyright agent at:

IPAgent@richmondweddings.com  
ATTN: Heidi Tandi, ESQ [1906-G North Hamilton Street, Richmond, VA 23230]

## **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL RICHMOND WEDDINGS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF RICHMOND WEDDINGS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. RICHMOND WEDDINGS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES OR APP. Richmond Weddings ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. IN NO EVENT SHALL RICHMOND WEDDINGS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED THE AMOUNT PAID BY YOU TO RICHMOND WEDDINGS OR A MERCHANT, IF ANY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AND RICHMOND WEDDINGS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND RICHMOND WEDDINGS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

YOU UNDERSTAND AND AGREE THAT ANY DISPUTE OVER PRIVACY IS SUBJECT TO THE TERMS OF THIS PRIVACY POLICY AND THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LIMITATIONS ON DAMAGES AND MANDATORY MEDIATION OF DISPUTES. YOU AGREE THAT OUR LIABILITY FOR ANY BREACH OF THIS PRIVACY POLICY IS LIMITED TO THE SUM OF \$100, BUT ONLY TO THE EXTENT THAT SUCH CLAIM IS NOT OTHERWISE BARRED BY THE AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, SERVICE AND RICHMOND WEDDINGS APP, IF ANY, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS AGREEMENT.

## **MISCELLANEOUS GOVERNING LAW**

You acknowledge and agree that Your access to and/or use of the Sites, the Materials, Provided Content and other content on the Sites is subject to all applicable international, federal, state and local laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. User agrees to jurisdiction any court of competent jurisdiction in Henrico County.

## **DISPUTE RESOLUTION**

### **Arbitration**

You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to Your use of the Sites, the Materials and/or other content on the Sites, shall be submitted exclusively to binding arbitration.

Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. You acknowledge and agree that You and Richmond Weddings are each waiving the right to a trial by jury. You further acknowledge and agree that You waive Your right to participate as a plaintiff or class member in any

purported class action or representative proceeding. Further, unless both You and Richmond Weddings otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Service. 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 including the ToS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Arbitration Rules**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

### **Arbitrator Powers**

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of You and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The Arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on You and the Company.

### **TERMINATION**

At its sole discretion, Richmond Weddings may modify or discontinue the Services, or may modify, suspend or terminate Your access to the Software or the Services, for any reason, with or without notice to You and without liability to You or any third party. In addition to suspending or terminating Your access to the Software or the Service, The Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after Your right to use the Software is terminated, this Agreement will remain enforceable against You. You may terminate this Agreement at any time by ceasing all use of the Software and Services. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by the Parties hereunder, including but not limited to the provisions relating to Licenses, Indemnity, Disclaimer of Warranties and Limitation of Liability, shall so survive the completion of the performance, cancellation or termination of this Agreement.

### **PRIVACY POLICY**

You understand that by using the Service, You consent and agree to the collection and use of certain information about You and Your use of the Service in accordance with our Privacy Policy and our Terms of Service which are incorporated herein by reference.

Your security is our leading priority and we take industry-standard precautions to protect Your information. We use Apple Pay and Google Pay, so no unauthorized persons are able to read the payment data You have entered online, and we do not store Your credit card information on our servers; all payment processing is done via StrApplePay and Google Pay pursuant to their Privacy Policy and Terms of Service.

### **Your Information**

For purposes of these Terms of Service and any agreement with Richmond Weddings that incorporates them by reference, "Personal Data" is defined as personally identifying information, including but not limited to a username, account number, email address, IP information and any personally identifying information entered by a User on the Services including address and payment information; in order to provide you with the Services you wish to obtain through Richmond Weddings, we may also obtain uploaded, compressed and/or edited photographs as well as information related thereto such as the time and date the picture was taken, and the location thereof and associate that data with your account.

"Special Categories of Personal Data" is defined as data revealing health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, personal relationships or sexual orientation. Information that falls into "Special Categories of Personal Data" may be submitted by you when you provide Us with information about your wedding/event location, the individual officiating at your event, your food preferences, your nationality (if you provide it), and in other data provided by you. Also,

in the event You ask us to ship items and/or Event tickets/registrations to a postal address or an email address that is affiliated with a house of worship, a hospital, a campaign office or a picket line, You may be providing such information incidentally; You consent to our use, storage, retention and processing of data included in these Special Categories of Personal Data in the same way that We use, store, retain and process Your Personal Data, and agree that the term Personal Data as used herein includes Special Categories of Personal Data and Interactive Data, as defined below.

We may also collect "Interactive Data", meaning browser type, Internet service provider, device type/model/manufacture, operating system, date and time stamp, and a unique ID that allows us to identify Your browser, mobile device, pages you visit, cell service/wifi provider or Your account (including, for example, a persistent device identifier or an Ad ID), and other similar information; You consent to such collection so that we can perform Services to You in connection with an Order (which is a contract between You and Us) and/or so we can provide You with relevant and/or requested Provided Content, data, information and Services. To improve our Services and avoid errors, we may obtain certain analytical information including records of the user sign in process, as well as login and logoff times, object loss metrics, test processes, button and action data and related information; such data may be shared with Instabug and/or Amplitude so we can provide You with the Services you want to receive, error-free.

Your Information, including Personal Data, is collected, stored, processed, used and archived pursuant to this Privacy Policy. In order to use Richmond Weddings' Services, You may from time to time provide personally identifying and other forms of information, including, but not limited to, Your name, street address, email address, phone number, and other contact information. In addition, We and our third party service providers may collect Your billing, shipping, and other information, and We may collect other supplemental information from third parties. You can always choose not to provide any information, but then You might not be able to take advantage of many of Richmond Weddings' products and Services. Like most standard website servers, We use log files to collect Internet Protocol ("IP") addresses, browser type, Internet Service Provider ("ISP"), referring/exit pages, platform type, and date/time stamp. We may use the information to analyze site usage, administer the site, understand usage and navigation trends in the aggregate, and determine the relevance of content. IP addresses are also linked to personally identifiable information, to better the user's experience when using the Website. Although, We have no obligation to do so, We may also retain any email, letter, or other correspondence between You and Richmond Weddings and any representative or agent thereof, to ensure quality control.

Information supplied by You to Richmond Weddings may be used to serve You and to operate and maintain Our Services, and in performance of any contract You enter into with us including any order placed via the Sites. For example, We may use the information to respond to Your requests, to customize future use of the Website for You, to improve our Website, to make recommendations to You, to remind You of past orders, and to communicate with You. We may use Your email address or information without Your consent, for a range of purposes including managing, tracking, completing and confirming any order including Event tickets/registrations, processing Your payment, marketing, quality of service and administrative purposes, and we reserve the right to share Your personally identifying information with any entity that You order products from via Richmond Weddings, as well as our staff/employees/contractors/team and a currency/credit card processing company whose role is to bill users for purchases made via Richmond Weddings. Those companies may or may not retain, share, store, or use personally identifiable information for secondary purposes. We reserve the right to partner with any third party to provide specific Services and process, store and organize Personal Data on our behalf.

We may use Your Personal Data in connection with information from You that is not Personal Data which we have collected in a manner such that the end-product does not personally identify You or any other user of the Service. We may make information that would otherwise be deemed Personal Data (e.g. the number of Users who have ordered from a particular partner, or who live in a particular zip code) non-personally identifiable by either combining it with information about other users (aggregating Your Personal Data with information about other users), or by removing characteristics (such as Your name or email address) that make the information personally identifiable. This process is known as de-personalizing or anonymizing Your information.

You through this Terms of Service Agreement which includes this Privacy Policy, You grant us a royalty-free, worldwide, perpetual, irrevocable and fully transferable right and license to use Your Personal Data in connection with the creation and development of analytical and statistical analysis tools relating to the use of the customer data we collect in providing the Service (the "**Analytical Data**"). We may share Your Personal Data with service providers that we engage for the purpose of processing information on our and Your behalf. For example, we may partner with other companies to process payments for the Service. Additionally, we may partner with other companies to process, analyze, and/or store data, including, but not limited to, Analytical Data. While providing services for us, these companies may access Your Personal Data. To the extent applicable, we require these entities to comply with this Privacy Policy and appropriate confidentiality and security measures. You expressly authorize and consent that we can make any commercial use of the Analytical Data, including without limitation, sharing the Analytical Data with third parties.

We do not knowingly solicit, collect or process information from children who (a) are residents or citizens of the European Union and under the age where consent of a parent or legal guardian is required for the processing of Personal Data of children including email addresses and IP addresses, as well as certain uses of cookies; or (b) users who are under the age of thirteen (13) and residents or citizens of any other country (an "Age-Barred Individual").

In compliance with United States regulations regarding online privacy for children, Richmond Weddings do not knowingly solicit or collect information from children under the age of thirteen (13) or any other Age-Barred Individual. Age-Barred Individuals are not

permitted to have an account, use any Richmond Weddings website or app, or submit Content of any type to Richmond Weddings. By using the Service and/or submitting an order, You thereby confirm that You are eighteen (18) years old or older, and not an Age-Barred Individual.

By providing Personal Data (including email, wedding/event date and address information) on or via one of Our forms, or on/through the Richmond Weddings App, You consent to the collection, storage and processing of the data provided by You manually, as well as IP information which we may use for localization, corporate compliance, legal and auditing purposes, in connection with Richmond Weddings' business purposes, such as data analysis, audits, fraud prevention, developing new Services and/or features, enhancing and improving our Services, documenting usage, analyzing and researching user trends and researching/documenting the effectiveness of any promotional campaign; and to our sharing of that information with the entity You ordered from, as well as processing payment for that order, following up with You regarding Your order and making recommendations for future orders, Events and content from trusted partners. You expressly consent to the storage of Your Personal Data in the United States, Canada and other countries as Your Personal Data and other information may be stored and processed in any country where we have operations or where we engage service providers. We may transfer Personal Data that we maintain about You to recipients who are located, temporarily or permanently, in countries other than the country in which the Personal Data was originally collected. Those countries may have data protection rules that are different from those of Your country. However, we will take measures to ensure that any such transfers comply with applicable US data protection laws and that Your Personal Data remains protected to the standards described in this Privacy Policy. Your personal information may therefore be subject to privacy laws that are different from those in your country of residence. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries may be entitled to access Your Personal Data. We will share personal information if we have a good faith belief that (i) access, use, preservation or disclosure of such information is reasonably necessary to satisfy any applicable law, regulation, legal process, such as a court order or subpoena, or a request by law enforcement or governmental authorities, (ii) such action is appropriate to enforce our Terms of Service, including any investigation of potential violations thereof, (iii) such action is necessary to detect, prevent, or otherwise address fraud, security or technical issues associated with the Service, or (iv) such action is appropriate to protect the rights, property or safety of Richmond Weddings, its employees/contractors/officers/affiliates, users of the Service or others.

If You have any question about Richmond Weddings' security, You can send an email to [IPAgent@richmondweddings.com](mailto:IPAgent@richmondweddings.com). Although We intend to use reasonable security safeguards to protect the security of personal information, WE HAVE LIMITED CONTROL AND WE CANNOT PROVIDE OR GUARANTEE COMPLETE SECURITY OF ANY INFORMATION; THEREFORE, Your POSTING OR TRANSMITTING PERSONAL INFORMATION IS DONE AT YOUR SOLE RISK. If there is a breach in the security of Richmond Weddings' Services that impacts or involves Your Personal Data, We will contact You at Your then-current email address; we are not responsible for contacting You in the event of a security breach by or at Your credit card company that does not involve Your Richmond Weddings account.

The personal information you provide to us will allow us to run and operate our Service, such as to fulfill your order; maintain the integrity of the Service and the Content that we host; provide you with the Content that you are seeking; minimize spam; and for other legal and accounting/audit reasons; alert you of new products or services, features, or enhancements; handle your questions or issues; administer promotions, contests and sweepstakes; display relevant marketing to you; provide you software and application updates and upgrades; to combat fraud and abuse; and notify you of promotions, updates, or special offers that we think may interest you. We also use information in the aggregate to understand how our users as a group use the services and resources provided on our Service. We also use your email address and phone number as part of the Service in sending you messages about the Service and other general announcements.

1. We collect personally identifying information such as Your IP address and e-mail address when You register for/create a user account with the Service, visit any of the sites and Services that are part of Richmond Weddings family of sites, or use any of Richmond Weddings's Services. We may use third-party services to store, process, or transmit data, or perform other technical functions related to operating the Service. These services may include spam detectors, backup services, icon hosting, and e-mail services; a list of third-party services is provided in our Subprocessor List. While we endeavor to ensure our service providers' compliance with our privacy strictures, we cannot guarantee other services' performance. We or the services we use store or process Your Personal Data in data centers located in the United States and Canada and may subcontract processing to, or share Your information with, third parties located in countries other than those countries and/or Your home country. Your Personal Data may therefore be subject to privacy laws that are different from those in Your country of residence. Information collected within the European Economic Area ("EEA") and Switzerland may, for example, be transferred to and processed by third parties identified above, located in a country outside of the EEA and Switzerland, where You may have fewer legal rights in relation to Your information.
2. We will use Your e-mail address internally for purposes of managing Your account and maintaining site integrity; in the event the Service allows Users to share photographs, videos and/or comments, such Content will be connected to the User Name of the User submitting such content; if at that time You agree to allow Your e-mail address and/or User Name to be public, it will be public; if You opt to make it public, everyone has the ability to access it and use it for any purpose. We may occasionally send e-mails to You from Richmond Weddings about Your account, Your orders, our recommendations to You, and news about Richmond Weddings that we reasonably believe to be of use to our registered users. By creating and maintaining a User Account on and with Richmond Weddings, You consent to receiving such emails. We reserve the right to reply to any e-mail message You send to Richmond Weddings and/or its personnel.

3. We may use your Personal Data in connection with information that we have collected in a manner such that the end-product does not personally identify you or any other user of the Service. We may make information that would otherwise be deemed Personal Data non-personally identifiable by either combining it with information about other users (aggregating your personal information with information about other users), or by removing characteristics (such as your name or email address) that make the information personally identifiable. This process is known as de-personalizing or anonymizing your information.
4. **Social Networking Sites.** We may share the information in your account (including your personal information) with the SNS that you have linked to your account. The SNS have access to your personal information only for this purpose (unless the SNS has received your personal information independently of the Service) and not for other purposes. You may be able to post recent activity through the Service back to your SNS account. You will be prompted to decide whether or not your activity through the Service will be shared and disclosed on your SNS service.
5. ***We collect, process and retain the following data for the following reasons:***
  - a. **E-mail Addresses:** We collect e-mail addresses of and from those who communicate with us via e-mail and any Content or Personal Data included in e-mails to us, as well as whether You open emails or click the links contained in emails. We need this information so we can respond to You, and so we can handle questions about the Service, and for other legal and accounting/audit reasons including maintaining the integrity of the Service and the Provided Content that we host.
  - b. **User-Specific Information:** We collect data and information about what pages users access or visit including Your interactions with integral Service features such Orders and Your choices there, location information so we can direct You to Richmond Weddings near You, referral information (i.e. data about what site You are coming to the Service from and where You go to when You leave Richmond Weddings) and whether there are errors in displaying Provided Content to You. We need this information to maintain the integrity of the site, the Service and the Content that we host; to process Your orders and provide You with the items You ordered from our partners and third parties; to provide You with Content; to minimize spam; and for other legal and accounting/audit reasons.
    - i. You consent to our collection, processing and retention of Your Personal Data, Your Content, and personal information (the “User Information”) connected therewith, when You submit Content via Richmond Weddings Services. You also acknowledge that we are collecting Your User Information pursuant to our performance of a contract between You and Richmond Weddings for Richmond Weddings to analyze Your Provided Content We need such consent because Your purpose in and reason for entering into the contract was for items/Provided Content to be analyzed for You. In order for Richmond Weddings to perform under the Contract, Your User Information also needs to be accessible to those on Richmond Weddings’ team who have access to our servers, code, algorithms and operations, and to Richmond Weddings management, Personnel, and legal and accounting support teams, to maintain the integrity of the Service, enforce these Terms of Service and maintain the integrity of the Service.
    - ii. In the event we allow Users to create public profile pages, You consent to our collection, processing, retention and display of Your user name to create said public profile page, and to our collection, processing, retention and display of any Personal Data and Content that You submit for inclusion on said Public Profile Page. We need such consent because Your purpose in and reason for including information in Your Profile is for that Personal Data and Content to be visible to the general public.
    - iii. In the event we allow Users to write and share comments, You consent to our collection, processing, retention and display of text that You submit as Reviews or Posts, as well as Your Personal Data associated therewith. We need such consent because Your purpose in and reason for submitting a comment is for that Content to be visible to the general public.
    - iv. By and through Your use of the Services, You consent to our collection, processing, retention and use of Your IP address for a limited time; we need this consent to provide You with information about Richmond Weddings nearest to You, and other location-based services. Temporarily collecting, processing, and retaining IP addresses also enables us to conduct internal management of the Services, maintain server and Service integrity, and reduce spam. Certain IP information may be collected by the server for log purposes and used for limited technical assessments of the Service.
    - v. When You make a purchase via Richmond Weddings, You will be asked to freely give informed and unambiguous consent that the Personal Data that You submit in conjunction with Your Order (“Order Information”) can be collected, processed and retained for purposes of enabling You to use Services and tools that are available only to account-holders, as well as for site/Service integrity, legal and accounting/auditing purposes. Order Information includes Your credit or debit card number, card expiration date, CVV code, and billing/payment account address which are shared with payment services providers to process payments; prevent, detect, and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of payment methods including credit or debit cards.
    - vi. After You create an account with the Services, we may work with third parties on statistical modelling tools that enables us to recognize and contact You across multiple devices.

- c. Logs of server interactions, as well as event logs are collected and processed. Our servers automatically record information that Your browser sends whenever You visit the Service. This information includes Your Internet Protocol address, Your browser type and version, the search engine You used to find the Service, if any, referring and exit pages, date/time stamp and clickstream data, which Service You use and when and how long You use them. We use this information to monitor and analyze how users use the Service, to provide customer service, to maintain and improve the Service, and to gather demographic information about our user base as a whole. We need this information for legal and accounting/audit reasons, including maintaining the integrity of the Service and the Content that we host, and may use this information in our marketing and advertising services.
- d. We use cookies to store visitors' preferences; customize web pages based on visitors' browser type or other information that the visitor sends; and record activity at the Service in order to provide better service when visitors return to our site. Cookies must be enabled for the Service to function properly with Your computer but can be turned off via the browser settings on each User's computer.

## California Residents

If you are a California resident, you have the following rights, subject to certain exceptions as set forth in the California Consumer Privacy Act ("CCPA"):

- **Right to access personal information.** You have the right to receive the specific pieces of your personal information we have collected about you in the 12 months preceding your request.
- **Right to data portability.** You have the right to receive a copy of your electronic personal information in a readily-usable format.
- **Right to know.** You have the right to receive information from us regarding the categories of personal information we collected, the sources from which we collect personal information, the purposes for which we collected and shared personal information, the categories of any personal information we sold as well as the categories of third parties to whom such personal information was sold, and the categories of personal information that we disclosed for a business purpose in the 12 months preceding your "right to know" request.
- **Right to request deletion.** You have the right to request the deletion of the personal information that you provided to us. Please note that in certain instances we may not be able to process your request, such as (i) due to the existence of a legal obligation, (ii) to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities, or (iii) in order to complete a transaction for which your personal information was collected.
- **Right to non-discrimination.** You have the right to be free from discrimination by us as a result of you exercising your rights under the CCPA.

If you are a resident of California, you may request that we provide you with the information that we have shared with third parties for electronic/online direct marketing purposes, if such sharing has occurred; such information can be provided to you once a year free of charge, and will cover information shared during the past twelve (12) months. Information will be provided within thirty (30) days of your request, or we will inform you that we need additional time to fulfill your request. Please contact [customerservice@psychobunny.com](mailto:customerservice@psychobunny.com) in connection therewith. If you are a California resident and wish to make such a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a California resident and provide a current California address for our response. You may make this request in writing to us at [customerservice@psychobunny.com](mailto:customerservice@psychobunny.com). Any such request **must** include "California Privacy Rights Request" in the subject line/first line of the description and include your name, California street address, city, California as the state and ZIP code. Please note that we are only required to respond to one request per customer each year, and only if the customer is a California resident, and we are not required to respond to requests made by means other than through this address.

Information shared for purposes other than direct marketing will not necessarily be included in our response to such request. We reserve the right to request and confirm proof of identity as we determine necessary in our sole discretion. Please note that we cannot delete information in connection with orders of merchandise or gift certificates, and other paid services or goods, for at least seven (7) years as we must retain it for accounting and legal purposes; we reserve the right to retain such Personal Data for accounting and business purposes.

Note that certain of the rights set forth above do not apply until at least January 1, 2021 for job applicants, employees, partners, and contractors, and when personal information is transmitted in business-to-business written or verbal communications or transactions relating to due diligence, or providing or receiving a product or service to or from another business, and the personal information concerns an employee, owner, director, officer or contractor of that business.

## Contests and Sweepstakes

When You enter a contest, challenge or sweepstakes with Richmond Weddings, we will use the information You submit to determine a winner, to provide the winner(s) with their prizes (including via mail by sharing PII with the postal or delivery service), and for auditing

and legal purposes. We need such consent because Your purpose in and reason for submitting Your information is for and in connection with Your contest entry.

### **Payment Information**

If You submit content to be analyzed for You, You agree to that we can email or message You the receipt and confirmation, analyze the images and/or data, and send You communications about other Content, information, data and/or items that You might be interested in, as well as information about Richmond Weddings Services, Richmond Weddings site policy updates and other matters concerning the management and integrity of Richmond Weddings. You further give informed and unambiguous consent that PII and SCPD submitted in connection with an Order can be collected, processed and retained for follow-up purposes, as well as legal and accounting/auditing purposes.

“Payment Information” includes Your credit or debit card number, card expiration date, CVV code, check payment information and billing/payment account address. Payment Information is not retained or otherwise used at Richmond Weddings, but it is shared with payment services processors/providers -- in 2018, we are working with Apple Pay and their processing systems -- to process payments; prevent, detect and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; provide You with services and, if applicable, goods; and for other purposes associated with the acceptance of credit or debit cards.

### **Data Access**

You may contact us at [ipagent@richmondweddings.com](mailto:ipagent@richmondweddings.com) if You wish to obtain a copy of the Personal Data that we have collected about You; if the GDPR applies to You, You have the right to request a copy of the information that we hold about You. If You would like a copy of some or all of Your Personal Data, please email or write to us at

[[ipagent@richmondweddings.com](mailto:ipagent@richmondweddings.com) - 1906-G North Hamilton Street, Richmond, VA 23230]

We may make a small charge for this service upon subsequent requests.

We want to make sure that Your Personal Data is accurate and up to date. You may ask us to correct or remove information You think is inaccurate.

We cannot delete information in connection with orders You have placed for at least seven years as we must retain it for accounting and legal purposes.

### **Cookies and Other Technologies**

Parts of the Service may use “cookies” and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our website people have visited, and facilitate and measure the effectiveness of advertisements and web searches. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information.

We may also receive, store and process information that is automatically recorded by our servers whenever you access or use the Site, such as your IP address, the date and time you access or use the Site, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, event information, pages viewed and the order of those pages, and the amount of time spent on particular pages including via tags, text files, log files, web beacons, http cookies, HTML 5, flash local storage cookies, web beacons, GIFs, embedded scripts, ETags/cache browsers, and software development kits, and similar tracking technologies from third parties (collectively, "Cookies").

We may, either directly or indirectly, also track your behavior on our Site using Cookies and other analytics for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Site and order Services or indicate interest in our services, or events that we may host, presentations that we may make, and news items that we may share.

“Cookies” are small bits of electronic information that a website sends to a visitor's browser and are stored on the visitor's hard drive. Like many websites, we employ cookies and other technologies in certain areas of the Service to allow us to provide information to make Your online experience more convenient. For example, when You return to the Service after logging in, cookies provide information to the Service so that the Service will remember who You are on subsequent visits, speeding up or enhancing Your experience of the Service by, for instance, tailoring content to You. Richmond Weddings and our partners also use cookies and other technologies to remember personal information when You use our Service.

Some of our content is stored by and through Google Cloud servers, and we limit access to our control panel. We use Amplitude to understand how our Users use the Richmond Weddings site and Services, Google Analytics for understanding how our Users find and

use the Services, RoosterGrin for programming and Service maintenance, Apple to enable downloads of our app, and other sub-processors who are listed here. (As of November 6, 2018, there are not any others.)

We may also collect information when you register for or create a Richmond Weddings account, or connect your TP account with another account, by logging into an account that you already have with Facebook, or certain other third-party social networking site (collectively and individually, “SNS”) via our Service. We may gather information regarding your contact lists and SNS information and profile.

You agree to the use of cookies for the following purposes:

- **Essential Cookies:** these are essential in order to enable you to move around the Psycho Bunny website and use its features, such as accessing secure areas of the website.
- **Performance and Analytics Cookies:** Google Analytics ("Analytics") is Google’s free web analytics tool that helps us understand how our visitors engage with our website. Analytics collects information anonymously and, much like examining footprints in sand, it reports website trends without identifying individual visitors. Analytics uses its own set of cookies to track visitor interactions. These cookies are used to store information, such as what time the current visit occurred, whether the visitor has been to the site before, and what site referred the visitor to the web page. Google Analytics customers can view a variety of reports about how visitors interact with their website so they can improve their website and how people find it. A different set of cookies is used for each website, and visitors are not tracked across multiple sites. Analytics customers are obliged to notify users of their use of analytics software. To disable this type of cookie, some browsers will indicate when a cookie is being sent and allow you to decline cookies on a case-by-case basis. In addition to declining cookies, you can also install the Google Analytics Opt-out Add-on in your browser, which prevents Google Analytics from collecting information about your website visits. You can also opt out by clicking [here](#).
- **Functionality Cookies:** they remember the choices you make, such as language options or your current region. These cookies help to make your visit more personal and customized, and so we and you can manage your shopping cart and purchase; they deleted automatically when you log out and close your browser, or the session expires.
- You can block or disable cookies on your device at any time by indicating this in the preferences or options menus in your browser although if you do so, you will not be able to order products via the Psycho Bunny website. You can also delete the cookies that are stored on your device. However, blocking, disabling, or deleting cookies may limit your ability to view all the pages of the Psycho Bunny website or use online services that require registration. You may opt out of Google's use of cookies by visiting their [Ad Settings page](#). You may also opt out of a third-party vendor's use of cookies at the [Network Advertising Initiative opt-out page](#). You can find more information about cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youonlinechoices.com](http://www.youonlinechoices.com).

Please note that certain parts of the Service will not be available or usable if cookies are disabled. For example, Users may block Facebook cookies or login code but then would not be able to use Facebook to log in or use the Service; Users may manage and block Google cookies and ads via Google’s website, and may block Google cookies or login code but then would not be able to use Google to log in or use the Service.

In some of our email messages, we use a “click-through URL” linked to content on the Service. When customers click one of these URLs, they pass through a separate web server before arriving at the destination page on our website. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If You prefer not to be tracked in this way, You should not click text or graphic links in the email messages.

A pixel tag or web beacon is an often-transparent graphic image, usually no larger than 1 pixel by 1 pixel, that is placed on a website or in an email that is used to monitor the behavior of the user visiting the website or sending the email. We may use web beacons and/or pixel tags for many purposes, including site usage analytics, advertising, user management, auditing and reporting, and content and advertising personalization.

## **ACCOUNT TERMINATION AND DELETION**

If for any reason You terminate Your user account with us, we will destroy active records containing Your Personal Data as soon as reasonably possible. “Reasonably” here means no more than thirty business days from the termination of the account; however, we may have to retain some information for a longer period as legal records or for auditing purposes, as we need to retain data where we have a valid justification to hold on to it, such as to resolve disputes or comply with our legal obligations, or to so we know not to use it again pursuant to a User’s request.

If You are a resident or citizen of a country where the GDPR applies, and ask us to delete Your account, we will remove Your Personal Data from our Service, and then from our records in accordance with our data deletion cycle, except that we may retain Personal Data where we have a valid justification to hold on to it, such as to resolve disputes or comply with our legal obligations, or to so we know not to use it again pursuant to a User’s request.

If we terminate Your license to use the Service, we may retain enough information to prevent You from signing up for the Service in

the future.

## **USE OF LOCATION-BASED SERVICES**

Richmond Weddings may collect, use, transmit, process and maintain Your location data, including the geographic location of Your device, and You hereby consent that Richmond Weddings' collection, use, transmission, processing and maintenance of such location data to provide such services is permitted.

## **VIOLATIONS OF THE AGREEMENT**

Richmond Weddings reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the Sites from a particular account, device and/or IP address.

## **CHANGES TO THE AGREEMENT**

We may change this Agreement from time to time and without prior notice. If We make a change to this Agreement, it will be effective as soon as We post it, and the most current version of this Agreement will always be posted on our TOS page. If We make a material change to the Agreement, We will notify You. You agree that You will review this Agreement periodically. By continuing to access and/or use the Sites after We post Updated Terms, You agree to be bound by the Updated Terms, and if You do not agree to the Updated Terms, You will stop using the Sites. This Agreement will govern any disputes arising before the effective date of the Updated Terms. **As We continue to develop our business, We might sell or buy assets, subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets and accordingly, user information, including personal information collected from You through Your use of the Service, could be included in the transferred assets. If Richmond Weddings or any subsidiary thereof is acquired by, or merged with, any other entity, We reserve the right to assign or transfer any information that We have collected; and, for any bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or for any application of laws or equitable principles affecting creditors' rights, Your information might be transferred or disclosed to third parties.**

## **GENERAL**

Our TOS includes Our Privacy Policy and they collectively constitute the entire agreement between You and Richmond Weddings, govern Your use of the Services and completely replace any prior agreements between You and Richmond Weddings in relation to the Services. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. If any part of our TOS 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. The delay or failure of Richmond Weddings to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to these TOS. You agree that any claim or cause of action arising out of or related to these TOS or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred.

## **LEGAL AUTHORITY**

To use and/or register for our Services You must be: (a) of legal age to form a binding contract with us, (b) not an Age-Barred Individual; and (c) not barred from receiving our Services under the laws of the United States or other applicable jurisdictions. Richmond Weddings reserves the right to refuse service and refund any monies paid in such circumstances at their sole discretion.

## **Contact Information**

Richmond Weddings welcomes your questions or comments regarding the Terms:

Email Address: [info@richmondweddings.com](mailto:info@richmondweddings.com)

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