

Welcome to Evolero

1. Introduction

Evolero is an event management software that offers an online one-stop-platform for conference planning and organizing. Evolero enables event organizers (“Organizers” or “you”) to sell tickets online, manage event ticketing and registration and offer sponsors marketing tools and attendees networking tools. Evolero provides simple and quick means for registered users who are private or professional Organizers and planners to organize concerts, conferences, conventions and other similar events, providing an online solution for your event website and enables a simplified registration process and payment collection from registered users wishing to obtain tickets for such events, either free or paid (“Buyers”).

The following are the Terms of Service (the “**Terms**”) that govern the use of the website, Evolero.com and any subdomain of Evolero.com (the “**Site**”), which is owned and operated by Evolero Ltd. (“**Evolero**”, “**Company**”, “**our**”, “**us**” or “**we**”). These Terms, including Evolero’s Privacy Policy (included below) and any other policies, rules or guidelines of Evolero that may be applicable to particular offers or features on the Site (the “**Additional Terms**”) are hereby incorporated by reference into these Terms.

By using or accessing any part of the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. These Terms will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms for the period during which you used the Site, including any obligations relating to indemnification, warranties and limitations of liability.

These Terms may only be modified (i) on an event by event basis through a written ticketing services agreement or written addendum agreement to these Terms, signed by you and an authorized officer of Evolero, or (ii) by Evolero as provided in section 2 below.

2. Modification

We reserve the right to change the terms and conditions of these Terms at any time; change the Site, including eliminating or discontinuing any content on or feature of the Site; or change any fees or charges for use of the Site (other than fees or charges for events already created with the Site). The Company reserves the right, in its sole discretion, to modify, discontinue or terminate the Site, or modify these Terms without notice, at any time. All modified terms and conditions will be effective after they are posted on the Site (unless a longer notice period is required by applicable law). If any modified terms and conditions are not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site and close your account. By continuing to access or use the Site after Evolero makes any such changes, you agree to be bound by the revised Terms. You can determine when these Terms were last revised by referring to the “Last Updated” legend at the top of these Terms. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms.

To the extent that there is a conflict between these Terms and Additional Terms, the Additional Terms shall govern.

By using or attempting to use the Site, you certify that you are at least 18 years of age or, if under the age of 18, you have the consent of your parent or guardian (over the age of 18) to use the Site and acknowledge that you have read, fully understood, and agree to be bound by the Terms, as they may be amended from time to time. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms, please discontinue using the Site immediately.

If you are using the Site on behalf of a company, entity, or organization (each, an “Entity”) then you represent and warrant that you: (i) are an authorized representative of that Entity with the authority to bind such Entity to these Terms; (ii) have read the Terms; (iii) fully understand these Terms, and (iv) agree to these Terms on behalf of such Entity.

3. Registration

As part of the Site registration process and in order to use the Site as an Organizer, you must register on the Site as an Organizer by creating an account and supplying a password and a user name. You shall provide Evolero with true, accurate, complete, and updated registration information and you agree to maintain and promptly update such information to keep it true, accurate, complete and updated. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your Organizer account. As part of the registration process, you will be asked to select a user name and password. You agree that you will be solely responsible for the confidentiality and use of your user name and password, and for any and all activities and actions (including, without limitation, all actions by sub-users registered under your account) that are conducted through your account, whether or not you have authorized such activities or actions, and agree not to transfer or resell your use of or access to the Site to any third party. You agree to (a) immediately notify Evolero of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Evolero cannot and will not be liable for any harm, loss or damage caused or related to the theft or misappropriation of your user name and/or password, disclosure of your user name and/or password, or your authorization of anyone else to use your user name and/or password or any other failure by you to comply with this Section. You represent and warrant that all information you provide, including but not limited to information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Evolero has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Evolero has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the Site (or any portion thereof).

4. The Use of Services

Evolero hereby grants you a non-exclusive, non-transferable, non-sub-licensable right to access and use the Services solely for the purposes of creating an event website with respect to, and promoting, managing, tracking, and collecting event participant information and registration fees (the “**Event Registration Fees**”), an event that you have registered on the Site, in each case (i) in compliance with these Terms, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic). Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or User Content (as defined below); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law);

(iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes (except for the limited commercial purpose of selling event tickets through the Site as an Organizer in accordance with these Terms); (iv) remove or alter any proprietary notices or labels on or in the Services or User Content; or (v) engage in any activity that interferes with or disrupts the Services.

5. Privacy Statement

In compliance with Israeli law, we inform you that the user name and any other personal information provided by you in the registration form will be stored in a database controlled by Evolero and will be used to promote Evolero. The Company undertakes not to sell to third parties any information about the attendees of the events that will be organized through our website.

In addition, you agree that Evolero may use your name and logo (whether or not you have made it available through the Site) for the purpose of identifying you as an existing or past customer of Evolero both on the Site and in marketing and promotional materials.

If you wish to exercise your rights to access, rectify, cancel/or and oppose the treatment of your data, please contact us. We are committed to protecting your privacy. We constantly review our systems and data to ensure the best possible service to our customers. For more information, please see Evolero's Privacy Policy.

6. Code of Conduct

The Site, User Content (as defined below) and Evolero's services (the "**Services**") may be used and accessed for lawful purposes only. You understand that you are liable for all User Content, in whatever form, that you, or a Buyer participating in your event, provide or otherwise make available to or through the Services, including to Buyers and other users of the Services. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Site and Services. In addition, without limitation, you agree that you will not do any of the following while using or accessing or using the Site, User Content or Services:

- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or User Content, features that prevent or restrict use or copying of any content accessible through the Site and Services or features that enforce limitations on the use of the Site or the Services or User Content, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- use the Site for any unlawful purpose, such as breaching any third party's legal rights, whether against you or Evolero or a third party (in each case under all applicable laws, rules and regulations);
- submit any User Content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of Evolero, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, stream, email or otherwise transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable,

or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by Evolero);

- upload, stream, email or otherwise transmit any User Content that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Content that is unrelated to the immediate, aesthetic nature of the User Content;
- use any meta tags or other hidden text or metadata utilizing an Evolero name, trademark, URL or product name;
- interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available at the Site, servers or networks connected to the Site or the technical delivery systems of Evolero's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- engage in spamming or flooding;
- harm minors in any way;
- facilitate gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- upload, stream, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
- forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Site to send altered, deceptive or false source-identifying information;
- delete the copyright or other proprietary rights on the User Content;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the site;
- attempt to probe, scan or test the vulnerability of any Evolero system or network or breach or impair or circumvent any security or authentication measures protecting the Site;
- attempt to decipher, decompile, disassemble or reverse engineer or otherwise attempt to discover the source code of any of the software used to provide the Site or Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- defame, harass, abuse, threaten or defraud other users or collect, attempt to collect, or store personal data about other users without their express permission or collect, attempt to collect, or store any other data from the Site;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature,

misrepresent the source, identity, or content of information transmitted, or perform any other similar fraudulent activity;

- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- use the Site or Services in any manner not permitted by these Terms; or
- encourage or instruct any other person or entity to do any of the foregoing or to violate any term of these Terms.

“User Content” as used herein, means material (including without limitation ideas, notes, concepts, information, content, audio recordings, videos, audio-visual material, photographs, graphics, artwork or other copyrighted works and materials) that a user provides or uploads to the Site, for whatever purpose.

7. Forums and User Content

We may host message boards, blog feeds and other forums found on the Site (collectively, the **“Forums”**), and you may have the ability to provide or upload User Content to the site.

Notwithstanding Evolero’s rights under these Terms in relation to User Content, Evolero does not undertake to monitor or pre-screen the submission of such content to, or the publication of such content on, the Site. Evolero reserves the right (but not the obligation) to (i) monitor, alter, edit, or remove any of your User Content, in whole or in part, and/or (ii) rescind and terminate your right to use the Site at any time (with or without notice) for any reason or no reason. You acknowledge and agree that Evolero may preserve your User Content and may also disclose your User Content for any reason, including without limitation if required to do so by law or in the belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any of your User Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of Evolero, its users and/or the public.

Evolero does not claim ownership rights in your User Content. However, by uploading, streaming, submitting, emailing, posting, publishing or otherwise transmitting any User Content to Evolero or on the Site, you hereby grant Evolero a non-exclusive, worldwide, royalty-free, sub-licensable (through multiple tiers), perpetual and irrevocable right and license(s), as applicable to use, host, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish (on the Site, on any other website(s), in print, radio, television or elsewhere), translate, compress, convert for streaming, distribute (through multiple tiers), transmit, broadcast and otherwise exploit such User Content in any form, medium or technology now known or later developed, including without limitation on the Site and third party websites and if you so choose when uploading, streaming, submitting, emailing, posting, publishing or otherwise transmitting any User Content to Evolero or on the Site or thereafter, such license shall include the right to copy, transmit, display and redistribute such User Content in any form, medium or technology now known or later developed, including without limitation on third party websites. You further grant to each user of the Site or Services a perpetual, personal, non-commercial, non-transferable, non-exclusive license to access and view your User Content and if you so choose when uploading, streaming, submitting, emailing, posting, publishing or otherwise transmitting any User Content to Evolero or on the Site or thereafter, such license to each user of the Site or Services shall include the right to copy, transmit, display and redistribute such User Content on third party websites.

You are solely responsible for your User Content and the consequences of posting or publishing it. By streaming, uploading and/or publishing your User Content, you affirm, represent, and warrant that: (1) you are the creator and owner of or have all the necessary licenses, rights, consents, releases and permissions to use and to authorize Evolero and its users to use your User Content as necessary to exercise the licenses granted by you in this section and in the manner contemplated by Evolero and these Terms; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, or libel any other person or entity; (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code; and (4) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. Violators of these third-party rights may be subject to criminal and civil liability. Evolero reserves all rights and remedies against any users who violate these Terms. Evolero will own all right, title and interest in and to all derivative works and compilations of User Content that are created by Evolero, including all worldwide intellectual property rights therein. You agree to execute and deliver such documents and provide all assistance reasonably requested by Evolero to give to Evolero the full benefit of the rights granted to Evolero by you. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

You hereby acknowledge and agree that Evolero may, at its option, establish limits concerning User Content, including without limitation the maximum number of days that User Content will remain on Site and the maximum size of any files that may be stored on or uploaded to the Site. Evolero will have no responsibility or liability and you are solely responsible for creating back-ups of your User Content. You further acknowledge that Evolero (a) is under no obligation to post, display or otherwise use any User Content, and (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that Evolero receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of Evolero's rights granted under these Terms. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Evolero or its owners/operators, affiliates, and/or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights, and moral rights or "droit moral". You acknowledge and agree that we have the right (but not the obligation) to monitor the Site and the Forums and the User Content that you or third parties transmit or post; to alter or remove any such User Content (including, without limitation, any posting to a Forum); to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

Evolero has no ability to control the User Content that is uploaded, posted or otherwise transmitted using the Site or Services and does not have any obligation to monitor such User Content for any purpose and, as a result, is not responsible for the accuracy, usefulness, completeness, appropriateness, intellectual property rights, legality or applicability of the User Content or anything said, depicted or written by Site users, including without limitation any information obtained by using the Site. Evolero does not endorse any User Content or any opinion, recommendation, or advice expressed therein and Evolero expressly disclaims any and all liability in connection with User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Evolero with respect thereto.

None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If Evolero does decide, in its sole discretion, to attribute User Content to you, you hereby grant Evolero the right to use your name with respect to such attribution, and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name.

8. Ownership and Restrictions on Use

Evolero owns all rights, title and interest, including all worldwide intellectual property rights in the Services, Site, content and the trademarks, service marks, logos visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of the Site or the Services other than User Content (the property rights of which are covered elsewhere in these Terms) (collectively, the “**Materials**”). The Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. The Site, including all Site software, databases, proprietary information and Materials (and any intellectual property and other rights relating thereto) including, without limitation, the selection, sequence and “look and feel” and arrangement of items, is owned and operated by Evolero and will remain the property of Evolero. You hereby acknowledge that you do not acquire any ownership rights by using the Site or the Materials. Except as expressly authorized by Evolero, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Evolero reserves all rights not expressly granted in these Terms.

Evolero cannot guarantee that technical difficulties will not occur during the download of the Materials or that the Materials will download successfully.

Events must be accurately and truthfully described when Organizer submits event information to the Site. If Evolero determines, in its sole discretion, that you misrepresented an event or otherwise does not comply with these Terms, Evolero will have the right to cancel the relevant event (and all other events listed on the Site by you) and you will be responsible to issue a refund to all Buyers with you bearing any and all costs in connection therewith. Evolero reserves the right to remove any of your User Content from the Site at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to User Content) or no reason.

9. Use of the Site and Materials

Use of the Site and Materials for any purpose other than as expressly authorized in these Terms is a violation of our copyrights and other proprietary rights, and is strictly prohibited.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms, and provided that you retain all copyright and other proprietary notices contained therein. You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;

- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose; or
- edit or otherwise modify any material on the website.

10. Payment Policy

Service Fees: The Organizer will be obligated to pay Evolero a fixed monthly fee of thirty nine US dollars (US\$39) per event (or series of the event) (the “**Monthly Fee**”) and a commission of two point nine percent (2.9%) of the ticket price of any sold ticket (the “**Participant Fee**”), through online or offline payments (collectively, “**Service Fees**”).

The Monthly Fee shall be charged by credit card automatically each month, for every active event series subscription that the Organizer manages. These fees are separate from and additional to the credit card processing fees, which are charged by the payment processing platform that the organizer has selected and are not related to Evolero's Services.

Payment Currency: All sales, fees, charges, and funds are payable in U.S. Dollars, or other foreign currencies accepted by Evolero. If Organizer selects a foreign currency option accepted by Evolero, Evolero will collect and disperse the funds in the foreign currency selected by Organizer.

Facilitated Payment Processing: Payments are made to the Organizer directly by the Buyers. Therefore, Organizer and Buyers have an independent relationship, which is unrelated to these Terms or to Evolero, and are bound by the applicable terms of use governing their agreement and the Facilitated Payment Mode service. Ticket availability and the price per ticket for the event (and other transactions) are determined by the Organizer.

Organizers will collect all monies directly from Buyers. By registering for and using the Site, you agree to (i) pay Evolero all then-applicable Service Fees, which are based on the number of tickets sold by you and/or the value of such tickets and the fixed Monthly Fee; and (ii) accept the responsibility for providing invoices and refunds to Buyers at your own discretion. Evolero will not be responsible or liable for, and Organizer hereby agrees to fully indemnify Evolero and its affiliates for, refunds, errors in issuing refunds, or lack of refunds in connection with the use of the Facilitated Payment Processing.

Invoices: Invoices for the Monthly Fee are accessible by logging in to your account at <http://myevents.evolero.com>. Invoices for the Participant Fees are sent monthly for fees incurred in the previous month. Invoices for the Participant Fees must be paid immediately upon receipt via PayPal or other acceptable methods set forth by Evolero.

Refunds & Cancellations for Buyers: It is the responsibility of the Organizer to communicate its refund policy to Buyers and to issue refunds to Buyers via the payment platform that the Organizer selected. Once refunds have been granted, it is the responsibility of the Organizer to delete the relevant participant from the Evolero site in order to prevent the Participant Fee charge. It is the responsibility of the Organizer to communicate with Buyers their cancellation policy either through the site or by other means.

An Organizer shall ensure that its refund policy is consistent with these Terms and the payment and refund mechanics of the Site. Tickets that are refunded and issued, 30 days following the date of the event, will be subject to the 2.9% Participant Fee of the transaction.

All communications or disputes regarding refunds are between the Organizer and Buyer, and Evolero will not be responsible or liable for, and Organizer hereby agrees to fully indemnify Evolero and its affiliates for, refunds, errors in issuing refunds, or lack of.

Notwithstanding the foregoing, you acknowledge and agree that Evolero shall have the right to force a refund of any or all tickets at any time for any reason, including without limitation, if Evolero receives complaints from a substantial number (as determined by Evolero in its sole discretion) of Buyers with respect to the applicable event or another event held by Organizer, or Evolero determines, in its sole discretion, that Organizer has engaged in any fraudulent activity or made any misrepresentations (whether to the Buyers or Evolero).

Cancellation of the Organizer's Account: In the event you decide to cease using the Site and ask to close your account, the account will immediately cease to be accessible, along with current and past event sites, however you will be liable for payment of the Monthly Fee for the month in which the account is cancelled.

Non-payment by the Organizer: In the event that Organizer fails to pay any amount owed pursuant to these Terms to Evolero when due, Evolero may, in its sole discretion and without limiting any other right or remedy it may have, terminate Organizer's registration for the Services (including any and all accounts that Organizer may have) and to cancel all other events listed by Organizer.

Confirmation: Upon receipt of a credit card authorization from each individual ticket purchase, Evolero will generate a confirmation message on the site and issue a confirmation email. You agree to unconditionally accept, honor, and fulfill all ticketing commitments that have been confirmed by Evolero through the Site, and it is your responsibility to verify the Buyer's membership status and/or any event restrictions prior to the subject event.

Taxes; Withholding: You are responsible for (and will indemnify Evolero and its affiliates against) all taxes associated with your sale of tickets through the Services (excepting taxes based on Evolero's income), which amounts may be withheld from payments due or invoiced to you. Evolero reserves the right to withhold the payment of any amount owed to you hereunder if Evolero suspects or determines that such amounts have been generated in (i) a fraudulent manner, (ii) violation of these Terms, or (iii) violation of any applicable laws or regulations (foreign or domestic). Such withholding may be temporary or permanent (as determined by Evolero, in its sole discretion).

Cancellation of an Event: No payments shall be made to an Organizer from Evolero with respect to any event that is cancelled. Evolero will not be entitled to a fee for tickets that had been sold to such cancelled event, and in case fees have already been paid, Evolero will refund the applicable fee(s) to the Organizer. Proof of cancellation must be provided to Evolero in order to process any refunds applicable.

11. Sub-Domains

Evolero may provide you with the right to use a sub-domain within the Site. All such sub-domains are the sole property of Evolero. In the event Evolero provides you with a sub-domain, your right to use such sub-domain may be terminated by Evolero at any time (with or without notice and with or without reason).

12. Links to this Website

You may not create a link to any page of the Site without our prior written consent. If you do create a link to a page of the Site you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

13. Links from this Website

The Site may provide, or third parties may provide, links to other websites or resources. Evolero does not monitor or review the content of other party's websites which are linked to from the Site. You acknowledge and agree that Evolero is not responsible or liable for the availability or accuracy of, and Evolero does not endorse, such websites or resources or the content, products or other materials, or services on or available from such websites or resources. Opinions expressed or materials appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. You further acknowledge that Evolero shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such sites or resources and you further acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them.

14. Special Admonitions For International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable User Content. By way of illustration and not limitation, you agree to comply with all applicable laws and regulations (foreign and domestic) regarding the transmission of technical data exported from Israel or the country in which you reside. In addition, the Services are subject to Israel export controls and other Israeli law restrictions. No part of the Services may be exported or re-exported into, or to a national or resident of, any country to which the Israel has embargoed goods and/or services of the same type as the Services. By using the Services or any part thereof, you represent and warrant that you are not located in, and you are not a national or resident of, and the event will not take place in, any such country.

15. Termination

These Terms shall remain effective until terminated in accordance with their terms. We reserve the right to immediately terminate your password and/or accounts, and/or your right to use the Services or any portion thereof, at any time and for any reason, with or without cause, including, without limitation, for lack of use, failure to timely pay any fees or other monies due to Evolero, or if Evolero believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any of the actions listed above taken by Evolero, shall not limit your liability to pay any fees or other monies due to Evolero. We may also in our sole discretion and at any time discontinue providing access to the Site, or any part thereof, with or without notice. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Evolero may immediately deactivate or delete your account and all related User Content and files related to your account and/or bar any further access to such files or the Services. Further, you agree that Evolero shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of these Terms that by their nature should survive termination of your right to use the Services shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses). Upon termination, all licenses and other rights granted to you, if any, by these Terms will immediately cease.

Evolero will not be liable to you or any third party for termination of the Site or of your access to the Site. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING USER CONTENT) THAT YOU HAVE SUBMITTED ON THE SITE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, Evolero will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party.

You may terminate your Evolero account at any time and for any reason by sending an email to support@evolero.com. Upon any termination by a Member, the related account will no longer be accessible.

Any suspension, termination or cancellation will not affect your obligations to Evolero under these Terms (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

16. Disclaimers

YOUR USE OF THE SITE, SERVICES, CONTENT AND USER CONTENT IS AT YOUR SOLE DISCRETION AND RISK. THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE”, “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EVOLERO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE SERVICES, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, COURSE OF PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EVOLERO DOES NOT WARRANT THAT YOUR USE OF THE SITE, SERVICES OR USER CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED THAT THE SITE, SERVICES, CONTENT AND USER CONTENT WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE EVOLERO PLATFORM OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY EVOLERO ARE USED IN CONJUNCTION WITH THE USER CONTENT “AS-IS” AND WITH NO ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS

OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES. NO OPINION, ADVICE OR STATEMENT OF EVOLERO, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. EVOLERO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND EVOLERO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE IS DONE IN YOUR SOLE DISCRETION AND IS ENTIRELY AT YOUR OWN RISK.

17. Limitation of Liability

NEITHER EVOLERO NOR ANY OF OUR PARENTS, AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT EVOLERO SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE TERMS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF EVOLERO, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (VI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE, (VII) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (VIII) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET, AND/OR (IX) ANY MATTERS BEYOND EVOLERO'S REASONABLE CONTROL. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, OR LINKED SITE, AS APPLICABLE.

YOU VOLUNTARILY ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE EVENT FOR WHICH THE TICKET IS ISSUED, WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT, AND YOU WAIVE ANY CLAIMS AGAINST

EVOLERO. INFORMATION ON THE FORUMS MAY BE PROVIDED BY OUR STAFF AND OTHER CONTRIBUTORS, SOME OF WHOM USE ANONYMOUS SCREEN NAMES AND ARE PEOPLE NOT OTHERWISE CONNECTED WITH EVOLERO WITH RESPECT THERETO. YOU ACKNOWLEDGE THAT A LARGE VOLUME OF INFORMATION IS AVAILABLE IN OUR FORUMS AND THAT PEOPLE PARTICIPATING IN SUCH FORUMS OCCASIONALLY POST MESSAGES OR MAKE STATEMENTS, WHETHER INTENTIONALLY OR UNINTENTIONALLY, THAT ARE INACCURATE, OFFENSIVE, INDECENT, OBJECTIONABLE, OBSCENE, THREATENING, HARASSING OR ENCOURAGES ANY SUCH CONDUCT, OR THAT OTHERWISE VIOLATE ANY CODES OF CONDUCT, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST EVOLERO WITH RESPECT THERETO.

YOU ACKNOWLEDGE AND AGREE THAT EVOLERO HAS OFFERED ITS PRODUCTS AND SERVICES, SETS THE CONSIDERATION, IF ANY, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND EVOLERO, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND EVOLERO. EVOLERO WOULD NOT BE ABLE TO PROVIDE ITS PLATFORM OR SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL EVOLERO, OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, CONTENT AND USER CONTENT (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED ONE HUNDRED DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY SOME OF THE ABOVE LIMITATIONS CONCERNING THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU; PROVIDED HOWEVER THAT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE APPLICABLE JURISDICTION.

18. Indemnification

You agree to defend, indemnify, and hold Evolero, its subsidiaries, affiliates, officers, directors, employees, licensors and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including without limitation attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site, Services and User Content; (ii) your violation of these Terms (including negligent or wrongful conduct); (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) your User Content.

Evolero shall provide notice to you of any such claim, provided that the failure or delay by Evolero in providing such notice shall not limit your obligations hereunder. Evolero reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting Evolero's defense of such matter.

19. Privacy Policy

All information provided by you or collected by Evolero in connection with the Services is governed by Evolero's Privacy Policy (included below), which is hereby incorporated by reference into these Terms. Evolero strongly recommends that you review the Privacy Policy closely. In particular, Organizers should note that Evolero may use information it receives or collects regarding Buyers in accordance with the terms of its Privacy Policy, which may include use for marketing or promotion of other events or services that may be of interest to such Buyers. Further, any information submitted or provided by you to the Services may be publicly accessible. You should take care to protect private information or information that is important to you. Evolero is not responsible for protecting any such information nor is it liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information on the Services, this information may become public. Evolero does not control and shall not be responsible for the acts of you or any other users (whether Organizers, Buyers, other non-Organizers or otherwise) of the Services.

20. Governing Law

These Terms will be governed by and construed in accordance with Israeli law without regard to conflict of law principles, and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of Israel. By accessing this website and using our services you consent to these Terms and to the exclusive jurisdiction of the courts in Tel Aviv, Israel.

21. Severability

If any of these Terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and the remaining terms will continue to apply.

22. Statute of Limitations

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 Site or the Services and these Terms or any related matter must be filed within one year after such claim or cause of action arose or be forever barred. For the avoidance of doubt, the provisions of this Section shall be deemed to constitute a separate written legally binding agreement between us and you, in accordance with the provisions of Section 19 of the Israeli Limitation Law – 1958.

23. No Assignment

You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Evolero. Any purported assignment or delegation by you without the appropriate prior

written consent of Evolero will be null and void. Evolero may assign these Terms or all or any rights hereunder without restriction.

24. Entire Agreement

These Terms constitute the full and entire understanding and agreement between Evolero and you with regard to the subject matters hereof, and replaces any prior agreement pertaining to the subject matter hereof. The heading references herein are for convenience purposes only, do not constitute a part of these Terms and will not be deemed to limit or affect any of the provisions hereof.

25. Waiver

The failure of Evolero to enforce any right or provision of these Terms, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of these Terms or any part thereof, or the right thereafter to enforce each and every provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized signatory of Evolero.

26. Notices, etc.

Any notice or other communication to be given hereunder will be in writing and given (a) by Evolero via email (in each case to the address that you provide), (b) a posting on the Site or (c) by you via email to support@evolero.com or to such other addresses as Evolero may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

27. Evolero's Detail

The full name of Evolero is Evolero Ltd.
Evolero is registered in Israel under registration number 51-458446-5.
Evolero's address is 3 Gur Arie Street, Tel Aviv, Israel.
You can contact Evolero by email to support@evolero.com.

28. Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at support@evolero.com. You agree, however, that:

(i) by submitting unsolicited ideas to Evolero or any of its employees or representatives, you automatically forfeit your right to any intellectual property rights in these ideas; and

(ii) unsolicited ideas submitted to Evolero or any of its employees or representatives automatically become the property of Evolero. You hereby assign and agree to assign all rights, title and interest you have in such feedback and ideas to Evolero together with all intellectual property rights therein.

Evolero Privacy Policy

About Evolero:

Evolero (the “**Company**”, “**we**”, “**us**” and/or “**our**”) enables people all over the world to setup, manage and sell tickets to any event. Evolero enables all of the people creating, leading, partnering and attending the event to take an active role in the event’s website, present themselves, share their ideas and use various social tools for networking.

Our Policy:

This Privacy Policy sets forth our policy with respect to information, including personally identifiable information (the “**Personal Data**”), that is collected from users of and/or visitors of our website, Evolero.com and any subdomain of Evolero.com (the “**Site**”) (including through those users’ and visitors’ agents) (“**you**” or “**your**”), including (i) registered users who are event organizers and planners (the “**Organizers**”), (ii) users who want to purchase tickets to, register for or donate to events (whether free or paid) listed by Organizers on the Site (the “**Buyers**”), and (iii) other non-Organizer users or visitors to the Site (the “**Other Non-Organizers**”).

We take the privacy of your Personal Data and other information seriously. We have therefore adopted this Privacy Policy. Please read this Privacy Policy as it includes important information regarding your Personal Data and other information.

If you have any questions or concerns, please do not hesitate to contact us by sending an email to: support@evolero.com

CONSENT:

By using Evolero’s services (the “Services”) or allowing someone to use the Services on your behalf, you are consenting to our collection, use, disclosure, transfer and storage in accordance with this Privacy Policy of any Personal Data or other information received by us as a result of such use.

Information We Collect:

When you interact with us through the Site and the Services, we may collect Personal Data and other information from you, as further described below:

1. Personal Data:

Organizers: We collect Personal Data from you when you voluntarily provide such information through the Services or the Site, such as when you register for access to the Services as an Organizer, connect with various social networks, contact us with inquiries, respond to one of our surveys or use certain Services. The Personal Data we may collect includes, without limitation, your name, address, email address and other personally identifiable information. In some cases we may collect your credit card information (e.g., your credit card number and expiration date, billing address, etc.), some of which may constitute Personal Data, to secure certain payments. In addition, if you use our payment processing services, we will collect financial information from you (e.g., your bank account information or an address to send checks) as necessary to facilitate payments and information required for tax purposes (e.g., your taxpayer identification number).

Buyers and Other Non-Organizers: We collect Personal Data from you when you voluntarily provide such information on the Site or through the Services (including event registration pages), such as when you register for access to the Site or the Services (whether as a Buyer or otherwise), register for an event as a Buyer, connect with various social networks, contact us with inquiries, respond to one of our surveys or use certain parts of the Site or the Services. The Personal Data we may collect includes without limitation your name, address, email address, zip code and other personally identifiable information. If you register for a paid event, we will collect financial information from you (e.g., your credit card number and expiration date, billing address, etc.) some of which may constitute Personal Data. In addition, Organizers can set up event registration pages to collect virtually any information from you in connection with registration for an Organizer's event listed on the Site or the Services. If you voluntarily provide that information in connection with registration for an event or otherwise, that information will be available to us and will be held by us in accordance with this Privacy Policy. In addition, such information will be delivered to the Organizer of the applicable event in accordance with "Our Disclosure of Information That We Collect: Organizers" below, who are not bound to this Privacy Policy.

2. Non-Personal Data:

Non-Identifiable Data: When you interact with the Site or the Services, we collect certain personally non-identifiable information ("**Non-Personal Data**"). The Non-Personal Data we collect includes without limitation Internet Protocol (IP) addresses, Internet browser type, other characteristics of your device and software, domain names of your Internet Service Provider, your approximate geographic location, a record of your usage of the Site or the Services, the time of your usage and aggregated data that cannot be used to specifically identify you. Such information, which is collected passively using various technologies, cannot, in and of itself, be used to specifically identify you. We also collect Non-Personal Data (including, without limitation, of the type set forth above) from third parties. The information we collect from third parties may be combined with the information we collect from you.

Cookies and Other Session Identifiers: In operating the Site and the Services, we use a technology called "cookies". A cookie is a piece of information that is placed on your browser when you access the Site or the Services, and it is used to recognize your browser. Our cookies help provide additional functionality to the Site and the Services and help us analyze service usage more accurately. For instance, our Site or the Services may set a cookie on your browser that allows you to access the Services without needing to remember and then enter a password more than once during a visit. These cookies may be used to tailor content (including advertising) you see on the Services as well as other Internet sites that you may visit in the future. Cookies may be session cookies (i.e., last only for one browser session) or persistent cookies (i.e., continue in your browser until they are deleted or expire). Through your web browser's option settings you may be able (i) to receive notifications when you are receiving new cookies, (ii) to disable cookies or (iii) to delete cookies. Please refer to your web browser's help section for information on how to do this. We recommend that you leave cookies turned on because they allow you to take advantage of some of the features of the Services. In addition to the types of cookies described above, we use local shared objects, also known as "Flash Cookies," and HTML 5 Local Storage for various purposes, including for fraud prevention and to display content (both on and off the Services) based upon what you view on the Services. Local shared objects and HTML 5 Local Storage are different from cookies described above. Cookie management tools provided by your browser may not remove local shared objects or HTML 5 Local Storage. We use these technologies in a way that is essential for the operation of the Site and the Services or parts thereof, and in order to analyze how you use the Site and the Services, to monitor the Site and the Services and to provide certain functionality on the Site and the Services.

Aggregated Personal Data: In an ongoing effort to better understand and serve the users of the Site and the Services, we often conduct research on our customer demographics, interests and behavior based on Personal Data and other information that we have collected. This research may be compiled and analyzed on an aggregate basis and this aggregate information does not identify you personally and therefore is considered and treated as Non-Personal Data under this Privacy Policy.

Our Use of Information That We Collect:

1. Personal Data:

We use the Personal Data we collect in a manner that is consistent with this Privacy Policy. We may use the Personal Data as follows:

- **Specific Reason:** If you provide Personal Data for a certain reason, we may use the Personal Data in connection with the reason for which it was provided. For instance, if you contact us by e-mail, we will use the Personal Data you provide to answer your question and/or resolve your problem and will respond to the email address from which the contact came.
- **Access and Use:** If you provide Personal Data in order to obtain access to and/or use of the Site or the Services or any functionality thereof, we will use your Personal Data to provide you with access to and/or use of the Site or the Services or functionality and to monitor your use of such Services and/or functionality. For instance, if you supply payment information (e.g., bank account or credit card information) to the Services for the purpose of purchasing tickets as a Buyer or processing payments as an Organizer, we will use that information to facilitate such purchase or to process such payments.
- **Internal Business Purposes:** We may use your Personal Data for internal business purposes including, without limitation, to help us improve the content and functionality of the Site and the Services, to better understand our users, to improve the Site and the Services, to protect against, identify or address fraudulent activities, to enforce Evolero's Terms of Service (the "**Terms**"), to manage your account and provide you with customer service, and to generally manage the Site and the Services and our business.
- **Marketing:** We may use your Personal Data to contact you in the future for our marketing and advertising purposes, including without limitation to inform you about services and/or events we believe might be of interest to you, to develop promotional and/or marketing materials and provide those materials to you, and to display content and advertising on or off the Site and the Services that we believe might be of relevance to you. In particular, Organizers should note that we may use information we receive and/or collect regarding Buyers (including without limitation via an Organizer's event registration page) in accordance with the terms of this Privacy Policy, including in the manner set forth above.
- **System Emails:** Evolero's email system will contact Buyers for notifications regarding orders for their current and past events and notifications for their current and past events.
- **Organizer Emails:** We may allow Organizers to use our email system to contact Buyers for their current and past events, so you may receive emails from our system that originate with such Organizers.

2. Non-Personal Data:

Because Non-Personal Data cannot be used to personally identify you, we may use such information for any lawful purpose.

Disclosure of Information That We Collect:

1. Personal Data:

We are not in the business of selling your Personal Data. We consider this information to be a vital part of our relationship with you. Therefore, we will not sell your Personal Data to third parties, including third party advertisers. There are, however, certain circumstances in which we may disclose, transfer or share your Personal Data with certain third parties without further notice to you, as set forth below:

- **Business Transfers:** As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets. You acknowledge and agree that any successor to or acquirer of the Company (or its assets) will continue to have the right to use your Personal Data and other information in accordance with the terms of this Privacy Policy.
- **Subsidiaries and Affiliates:** We may also share your Personal Data with our subsidiaries and/or affiliates for purposes consistent with this Privacy Policy. Our subsidiaries and affiliates will be bound to maintain that Personal Data in accordance with this Privacy Policy.
- **Agents, Consultants and Related Third Parties:** We, like many businesses, sometimes engage other companies to perform certain business-related functions. Examples of such functions include mailing information, ticket fulfillment, maintaining databases and processing payments. When we engage another company to perform such functions, we may provide them with information, including Personal Data, in connection with their performance of such functions.
- **Organizers:** When you purchase tickets to, register for or donate to an event on the the Site or the Services, you consent to our providing your Personal Data to the Organizers of such event. These Organizers are not bound to treat your Personal Data in accordance with this Privacy Policy. You agree that we are not responsible for the actions of these Organizers with respect to your Personal Data. It is important that you review the applicable policies of the Organizers of an event before providing Personal Data or other information in connection with that event.
- **Facebook and Other Third Party Connections:** You can connect your Evolero account to your accounts on third party services like Facebook, in which case we may collect, use, disclose, transfer and store information relating to your account with such third party services in accordance with this Privacy Policy. For example, if you connect with Facebook, we store details such as your Facebook ID, first name, last name, email, location, friends list and profile picture and use them to connect with your Facebook account to provide certain functionality on the Site and the Services, like recommending content that your Facebook friends are interested in and sharing the events you are interested in with certain groups of people like your Facebook friends.
- **Legal Requirements:** We may disclose your Personal Data if required to do so by law (including, without limitation responding to a subpoena or request from law enforcement, court or government agency) or in the good faith belief that such action is necessary (i) to comply with a legal obligation, (ii) to protect or defend our rights, interests or property or that of third parties, (iii) to prevent, investigate, or identify possible wrongdoing in connection with the Site and the Services, (iv) to act in urgent circumstances to protect the

personal safety of users of the Site or the Services or the public, or (v) to protect against legal liability.

2. Non-Personal Data:

Because Non-Personal Data cannot be used to personally identify you, we may disclose, transfer or share Non-Personal Data for any lawful purpose.

Communication:

- **Opt Out:** You can “opt out” of receiving Evolero newsletter emails by sending an email to support@evolero.com. You may modify your choices at any time in your Evolero account. Likewise, if you unsubscribe from our communications you will continue to receive communications from Organizers, so you may have to unsubscribe from multiple emails before you stop receiving all communications. Even after you opt out of Evolero’s communications, we will retain your Personal Data and Non-Personal Data in accordance with this Privacy Policy, however, we will no longer use it to contact you. Organizers who have received your Personal Data in accordance with this Privacy Policy may still use that Personal Data to contact you in accordance with their own privacy policies, but they may not use our system to do so.
- **Do Not Track:** We currently do not participate in any “Do Not Track” frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your Personal Data.

Exclusions:

This Privacy Policy does not apply to any Personal Data collected by us other than Personal Data collected through the Site or the Services. This Privacy Policy shall not apply to any unsolicited information you provide to us or another user or visitor through the Site or the Services or through any other means. This includes, but is not limited to, information posted to any public areas of the Site or the Services, such as bulletin boards, any ideas for new products or modifications to existing products, claim or demand letters and other unsolicited submissions (collectively, “**Unsolicited Information**”). All Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, distribute and exploit such Unsolicited Information without limitation or attribution.

Children:

We do not knowingly collect Personal Data from children under the age of 18. If you are under the age of 18, please do not submit any Personal Data through the Site or the Services. We encourage parents and legal guardians to monitor their children’s Internet usage and to help enforce our Privacy Policy by instructing their children never to provide Personal Data through the Site or the Services without their permission. If you have reason to believe that a child under the age of 18 has provided Personal Data to us through the Site or the Services, please contact us, and we will endeavor to delete that information from our databases.

Links to Other Websites:

This Privacy Policy applies only to the Site and the Services. The Site and the Services may contain links to other websites not operated or controlled by us (the “**Third Party Sites**”). The

policies and procedures we described here do not apply to the Third Party Sites. The links from the Site and the Services do not imply that we endorse or have reviewed the Third Party Sites. We suggest contacting those Third Party Sites directly for information on their privacy policies.

Storage and Security:

We may store Personal Data itself or such information may be included in databases owned and maintained by our affiliates, agents or service providers. We take what we believe to be reasonable steps to protect the Personal Data provided via the Site or the Services from loss, misuse, unauthorized access, inadvertent disclosure, alteration, and destruction. However, no Internet or e-mail transmission is ever fully secure or error free. In particular, e-mails sent to or from the Site or the Services may not be secure. Therefore, you should take special care in deciding what information you send to us via e-mail or the Site. Please keep this in mind when disclosing any Personal Data via the Internet.

International Privacy Laws:

If you are visiting our website from outside Israel, please be aware that you are sending information (including Personal Data) to Israel where our servers are located. We will hold and process your Personal Data and Non-Personal Data in accordance with privacy laws in Israel and this Privacy Policy. Please note that privacy laws in Israel may not be the same as, and in some cases may be less protective than, the privacy laws in your country.

Changes to Company's Privacy Policy:

The Site, the Services and our business may change from time to time. As a result, at times it may be necessary for us to make changes to this Privacy Policy. We reserve the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide any Personal Data. This Privacy Policy was last updated on the date indicated above. All modified privacy policies will be effective after they are posted on the Site (unless a longer notice period is required by applicable law). If any modified privacy policies are not acceptable to you, your sole remedy is to cease using the Site. By continuing to access or use the Site after Evolero makes any such revision, you agree to be bound by the revised privacy policy. You can determine when this Privacy Policy was last revised by referring to the "Last Updated" legend at the top of this Privacy Policy. Be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.