

Dunbar LLC Terms of Use

Last Updated: March 1, 2022

Welcome to the Dunbar website and proprietary software platform that facilitates the planning of events (the “Service”). The Service is owned and operated by Dunbar LLC (“Dunbar”) and is offered through <https://dnbr.to> (the “Site”).

Every time you visit or use features of the Service, you agree to be bound by these Terms of Use (the “Terms”). If you are an entity, these Terms shall be expressly binding on all employees, directors and officers, agents, and assigns who access or use the Service. These Terms outline your rights, obligations and restrictions regarding your use of the Service, please read them carefully. If you do not agree to be bound by the Terms and all applicable laws, you should discontinue use of the Service immediately. We interact with three categories of people, Event Planners, Pro Event Planners, and Site Visitors, collectively referred to as User, Users, or you. These people are further defined as:

- Event Planners are those individuals who use the Service and own an Event Plan anonymously;
- Pro Event Planners are those individuals who are paid subscribers of the Service or are otherwise identifiable by the Company;
- Site Visitors are those individuals whose interactions are limited to browsing the Site.

In addition to these Terms, we have adopted the [Dunbar Privacy Policy](#) (the “Privacy Policy”). Please read our Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information.

Dunbar may modify the Terms from time to time and each modification will be effective when it is posted on the Service. We will notify you of substantive modifications to these Terms the first time you access the Service following any such modification, and you agree to be bound to any changes to the Terms through your continued use of the Service.

User Eligibility

Each User hereby warrants that the User is either (a) an authorized employee, director, officer, agent or assign of a legitimate legal entity, or (b) an individual either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and competent to enter into the Terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, the User affirms to be over the age of 13, as the Services are not intended for children under 13.

Creating an Account

You do not need an account to browse our Site or to use the free version of the Service. However, to access certain features of the Service, you must first create an account by following the prompts on our platform (your “Account”). To complete your account, you must register using a single sign-on account (“SSO”). With an SSO, you can sign up for various different services and platforms with a single account. Our Site offers you the opportunity to use the SSO services offered by Google, LLC, Amphitheatre Parkway, Mountain View, CA 94043, USA (“Google”). Google’s Privacy Policy and Terms of Use apply to the registration and use of the Google SSO service, see <https://policies.google.com/privacy/>. Please note that the registration for and the use of SSO services are subject to the Google privacy policy and terms of use, which are beyond our control.

Please refer to our Privacy Policy for information about how we protect your personal information. Whether you are an EventPlanner or a Pro Event Planner, you are responsible for ensuring that any personal information you provide is accurate and up to date. Dunbar reserves the right to verify the accuracy of the information you provide at any time. You agree to notify Dunbar immediately if you believe your identifying information has been lost, stolen or otherwise compromised. You will be held responsible for any activity that occurs under your Account. Once you have an Account, you may adjust your profile settings and start your subscription process with us.

Fees

The Service is available to Event Planners at no cost. However, certain features of the Service are available for a fee, at which point you will be classified as a Pro Event Planner. From time to time offer a tiered subscription model for upgraded or premium services, at the rates set forth on our website. Subscriptions and other payments are processed through our third party payment processor, Venmo, who has its own separate terms and conditions accessible [here](https://venmo.com/legal/us-user-agreement/) (<https://venmo.com/legal/us-user-agreement/>).

You are responsible for any fees charged by your internet service provider or mobile carrier for using the Service, including, but not limited to data transfer fees.

GUIDELINES, RIGHTS AND REMEDIES

Content Ownership and License to Use

The User acknowledges and agrees that:

(a) all video, images, information, data, text, software, music, sound, photographs, messages or other materials User uploads, collects, communicates or transmits using the Services (“Content”) are the sole responsibility of the User;

(b) the User owns or has the necessary licenses, rights, consents, and permissions to use and authorizes Dunbar to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all Content User creates or uploads in accordance with these Terms; and

(c) the User has the necessary consent, release and /or permission of each identifiable individual person in the Content to use the presence and likeness of each such individual in the Content in the manner contemplated by these Terms.

You acknowledge that any Content you upload may be visible to other Site Visitors. Dunbar reserves the right to purge Content from its databases at any time and from time to time without notice in accordance with its document retention policies. In addition, Dunbar may disable User’s account and access to use the Services and Dunbar may recover from the User any losses, damages, costs or expenses incurred by Dunbar resulting from or arising out of User’s non-compliance with any provision of this Agreement.

Permitted Use of the Service

You will be held solely responsible for your conduct on and use of the Service. You agree that you will not use or attempt to use this Service for any purpose other than event planning and coordination; you may not (and may not allow any third party to) use or attempt to use this Service or upload, download, post, submit or otherwise distribute or facilitate distribution of content on or through the Service for any purpose:

- that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity, or violates any law or contract,
- that is any way unlawful or prohibited, or that is harmful, threatening, abusive, harassing, deceptive, fraudulent, offensive, obscene, profane, or otherwise destructive to anyone or their privacy or property,
- that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited spam or bulk e-mail (including without limited postings to third party social media services which are linked to the Service) or unsolicited commercial communications,
- that transmits any harmful or disabling computer codes, files, programs or viruses,
- that harvests e-mail addresses or personally identifiable information from Dunbar,
- that interferes with our network services or the proper working of the Service or activities conducted on the Service,

- that uses manual or automated software or other processes to “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from any page of the Service,
- that attempts to gain unauthorized access to our Service including bypassing measured we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service),
- that suggests an express or implied affiliation with Dunbar (without the express written permission of Dunbar) or that impersonates any person or entity including an employee or representative of Dunbar,
- that impairs or limits our ability to operate this Service or any other person’s ability to access and use this Service.

Dunbar reserves the right at all times and for any reason or for no reason at all, in its sole discretion and without notice to you, to deny your access to and use of this Service.

Intellectual Property Rights

Dunbar does not own any data or information that you submit in the course of creating your Account or any Content that is provided by you or collected from your use of the Service.

We or our licensors own and retain all proprietary rights in the Service. Neither the Service nor any portion of the Service may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Dunbar, unless it is in the public domain. You may not (directly or indirectly) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive source code or underlying ideas or algorithms of any part of the Service, or modify, translate or otherwise create derivative works of any part of the Service. Any modification of content, or any portion thereof, or use of the content for any other purpose constitutes an infringement of trademark or other proprietary rights of Dunbar or our third party service providers, and any unauthorized use terminates the permission to use the Service granted by Dunbar.

Except for the Content, all content made available by Dunbar to you on the Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Dunbar or its content/software suppliers and protected by United States and international copyright laws. All software used on our website and platform is the property of Dunbar or its software suppliers and protected by United States and international copyright laws.

GENERAL INFORMATION

Linking to Third Party Websites

For your convenience, the Service may provide links to products or services offered on other websites or applications. Unless expressly stated otherwise, Dunbar does not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which this Service may provide a link. By using the Service you acknowledge and agree that Dunbar will not be responsible or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculation, information, products or materials. You should carefully review each website's privacy statements and conditions of use to understand your rights and responsibilities.

Indemnification

You agree to indemnify and hold Dunbar, its parent, subsidiaries, affiliates, directors, officers, agents, and other partners and employees, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your account, use of the Service, or violation of the Terms. This defense and indemnification obligation will survive these Terms and your use of the Service.

Disclaimer & Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, DUNBAR MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. DUNBAR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AS TO THE CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE. FOR AVOIDANCE OF DOUBT, THE DISCLAIMERS SET FORTH HEREIN DO NOT LIMIT ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY DUNBAR IN THIS AGREEMENT.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL DUNBAR BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF DUNBAR TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR

OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU TO DUNBAR IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

While we strive to protect your information in accordance with our Privacy Policy, Dunbar cannot be liable for the privacy of personal information collected or stored on the Service, or otherwise connected with your use of the Service.

Termination

Dunbar may terminate or suspend your access to all or part of the Service, for any reason, including without limitation your breach of these Terms. In the event these Terms are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms will survive termination.

Jurisdiction & Severability

Dunbar operates the Service from its offices within the United States. The Services are designed for Users within the United States, and Dunbar makes no representations that content and materials on the Service are legal or appropriate for use from outside the United States. If you choose to access the Service from other locations, you do so at your own risk and are responsible for compliance with any and all local laws. You may not use the Service in violation of U.S. export laws and regulations.

These Terms are not assignable, transferable, or sublicensable by you except with Dunbar's prior written consent. Dunbar may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

These Terms will be governed by and construed in accordance with the laws of the state of Washington without regard to its conflict of laws provisions. Any action brought against Dunbar to enforce these Terms or matters related to the Service will be brought in either the state courts or, if there is exclusive federal jurisdiction, the federal courts of the state of Washington. Any claim or cause of action you have with respect to use of the Service must be commenced within one (1) year after the claim arises. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

If any provision of these Terms is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from these Terms and the remaining provisions of these

Terms will remain in force. These Terms constitute the entire agreement between you and Dunbar concerning your use of the Service.

How To Contact Us

Should you have any questions or complaints regarding violations of these Terms, please contact us at:

Email address: legal@dnbr.to

Postal address: 1425 Broadway #559 Seattle WA 98122