

# SameSide Terms of Use

Updated: August 4, 2018

Thank you for visiting SameSide. Please carefully read these Terms of Use and the [SameSide Privacy Policy](#) located at [onsameside.com/privacy-policy/](https://onsameside.com/privacy-policy/), which is incorporated into these Terms of Use by this reference. These Terms of Use apply to the SameSide website located at [www.onsameside.com](http://www.onsameside.com) (the "Site") and are in addition to the terms of any [Host Addendum](#) or [Guest Addendum](#) between you and SameSide and which are also incorporated into these Terms of Use by this reference.

The Site is the property of SameSide and its licensors. By using the Site, you agree to these Terms of Use, our Privacy Policy and all applicable laws and regulations. If you do not agree to these Terms of Use, do not use the Site.

The Site is not intended for the use of children under 13 and no such person is authorized to use it. By using the Site, you are representing that you are at least 13 years old. You also represent, by accessing or using the Site, that you are of legal age to enter into legal agreements, or if you are not, that you have obtained your parent's or legal guardian's consent to accept these Terms of Use.

SameSide reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. As long as you comply with these Terms of Use, SameSide grants you a limited right to enter and use the Site. Failure to comply may result in the termination of your rights of access and use.

## Privacy and Data Security

Please refer to SameSide's [Privacy Policy](#) at [onsameside.com/privacy-policy/](https://onsameside.com/privacy-policy/) for information on how we collect, use and disclose information from our users. The Privacy Policy is incorporated into these Terms of Use by this reference. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be intercepted by others, and users assume the risk of security breaches and all consequences resulting from them. Please do not send us any sensitive personal information.

If you sign up as a Host, you agree to use a Guest's information solely to fulfill the Guest's experience and administer related requests and to keep such information strictly confidential and secure from unauthorized use or disclosure.

## Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the

design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to SameSide and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without SameSide’s express prior written consent.

### SameSide as Intermediary Only

SameSide is an intermediary between its users, Guests and Hosts, and our responsibilities under these Terms of Use are limited to facilitating the availability of the experiences and collecting payments on behalf of Hosts. The Guest, not SameSide, is responsible for payment for his or her purchase of an experience. Some experiences include the ability to interact with a Host. We do not, and cannot control interactions with Hosts; we expressly disclaim any liability arising from such interactions. As a Guest, you may be required to sign and return a waiver and liability release before you participate in an experience.

The Site gives users the ability to list campaigns and organize events and experiences across many different causes and motivated by many different opinions, which some of our users may not support. The Site is provided as a facilitator for our users. SameSide does not host, plan, operate, or provide the experiences offered on the Site or endorse campaigns. Experiences and campaigns are not under SameSide’s control, and SameSide is not responsible for and does not endorse the campaigns, experiences or the content on our users’ experience or campaign pages. Notwithstanding the foregoing, SameSide reserves the right to conduct by itself, or by third party service providers, background checks on its applicants. SameSide is not responsible for estimates, descriptions, conditions, authenticity, title or any other matters relating to the offer and sale of any experiences. Information about experiences is provided by the applicable Host, and SameSide does not verify the accuracy of this information. **SameSide shall in no event be responsible for any personal injury, damage or harm resulting from your provision or purchase of, or participation in, any experience or your interaction with any user. By using the Site, you agree that any legal remedy or liability that you seek to obtain arising from or related to an experience, (including, without limitation, your experience Listing or provision of any experience) will be limited to a claim against the particular user or other third parties who caused you harm and you agree not to attempt to impose liability on SameSide, or seek any legal remedy from SameSide with respect to experiences.**

### Experiences involving Alcohol

Experiences that include alcoholic beverages may only be offered and purchased by individuals, including without limitation, Guests and Hosts, who are at least twenty-one (21) years of age. By offering or purchasing an experience that includes alcoholic beverages, you expressly represent and warrant that you are twenty-one (21) years of age or older.

## Electronic Communications

When you visit the Site or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, by text messaging or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## User Submissions, Feedback and Information

You acknowledge and agree that any submission, feedback, comments or suggestions you may provide regarding the Site either directly or indirectly (for example, through the use on a third-party social media site of a company-designated hashtag) (collectively, "Submissions") are non-confidential and non-proprietary, shall be treated as public information, may be shared with others on other sites and platforms and be in compliance with these Terms of Use. Submissions that constitute feedback, comments or suggestions will be the sole and exclusive property of SameSide and you hereby irrevocably assign to us all of your right, title and interest in and to all such Submissions, and SameSide shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Submissions in any manner it chooses. With respect to all other Submissions, including without limitation photos, you hereby grant SameSide an irrevocable, worldwide and perpetual license to use such Submissions as contemplated in these Terms of Use.

Your submission constitutes a warranty and indemnity that you have sufficient license and/or other rights in the content to allow all desired use by SameSide. You consent, for yourself and on behalf of any children who may appear in any photos you submit to SameSide, to the display of the photos on the site and the use by SameSide of the photos, including for promotional purposes in compliance with all applicable laws. You are responsible for any Submission you provide and for any consequences arising therefrom. SameSide shall not be liable for any damages resulting from the use or misuse by any third party of a Submission, including any personally identifiable information provided in a Submission.

We reserve the right in our sole discretion to: (a) review Submissions before allowing them to be posted on the Site; (b) to monitor, filter, edit or remove Submissions; and (c) post or not post Submissions provided to us.

## Your Use of the Site

In connection with your use of the Site, you agree that you will not:

- post, upload, publish, submit or transmit any material that: (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading or deceptive; (d) is defamatory, obscene, pornographic, vulgar or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) is violent or threatening or promotes

violence or actions that are threatening to any other person; or (g) promotes illegal or harmful activities or substances;

- interfere with or damage the Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use the Site in connection with the distribution of unsolicited commercial email (“spam”) or advertisements;
- violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- use manual or automated software, devices, scripts robots, or other means or processes, including automated scripts, to collect information or otherwise interact with the Site or to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site;
- register for more than one account or register for an account on behalf of an individual other than yourself, register under a false name or use an invalid or unauthorized credit card;
- use, display, mirror or frame the Site, or any individual element within the Site, SameSide’s name, any SameSide trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without SameSide’s express written consent;
- access, tamper with, or use non-public areas of the Site, SameSide’s computer systems, or the technical delivery systems of SameSide’s providers;
- attempt to probe, scan, or test the vulnerability of any SameSide system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by SameSide or any of SameSide’s providers or any other third party (including another user) to protect the Site or any of the content on the Site;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Any conduct by a user that in our discretion restricts or inhibits any other user from using or enjoying the Site and its services is expressly prohibited. We may terminate your access to the Site or deactivate or cancel your account, at our sole discretion and without liability to you, at any time and with or without prior notice to you. You may cancel your account at any time by sending an email to us at [info@onsameside.com](mailto:info@onsameside.com). Upon termination (a) all undisputed payments that have accrued prior to termination will be immediately due and payable; (b) all licenses and other rights granted to you under these Terms of Use, including a Host or Guest Addendum as applicable, will immediately cease; and (c) any experience listings you, as a Host, posted prior to the effective date of termination will be removed from the Site. Notwithstanding the foregoing, without limiting rights and remedies available to SameSide, SameSide, in its sole discretion, may withhold payment to you, as a Host, if you breach these Terms of Use, including a Host or Guest Addendum as applicable, or commit fraud against SameSide.

Although SameSide is not obligated to monitor access to or use of the Site or to review or edit any Submission, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms of Use or to comply with applicable law. We reserve the right, but

are not obligated, to remove or disable access to any Submission, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Submission to be objectionable or in violation of these Terms of Use.

SameSide reserves the right, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## Accounts, Passwords and Security

While SameSide believes and intends that its information security practices reflect good practice, there is no such thing as perfect information security. As such, users assume the risk of security breaches and all consequences resulting from them.

Certain features or services offered on or through the Site may require you to register and set up a user ID and password. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify SameSide immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by SameSide or any other user of or visitor to the Site due to someone else using your user ID, password or account as a result of your failing to keep your account information secure and confidential.

## Fees and Payments

Any fees which you authorize on the Site are due immediately and may be non-refundable. Please see the terms of your Host or Guest Addendum for details on when refunds may be available.

## Links to Other Sites

This Site may contain links to other independent third-party websites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under SameSide’s control, and SameSide is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

## Disclaimers; Limitation of Liability

THE SITE, EXPERIENCES AND ALL TOOLS AND CONTENT OFFERED THROUGH THE SITE ARE PROVIDED “AS IS, AS AVAILABLE.” ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. SAMESIDE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND

CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE INCLUDING THAT OF GUESTS AND HOSTS. YOU ASSUME RESPONSIBILITY FOR YOUR USE OF THE SITE AND YOUR PARTICIPATION IN ANY EXPERIENCES AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST SAMESIDE FOR DISSATISFACTION WITH THE SITE OR ANY EXPERIENCE IS TO STOP USING THE SITE OR STOP PARTICIPATING IN EXPERIENCES.

The above disclaimer applies to any damages, liability or injuries, whether for breach of contract, tort, negligence or any other cause of action.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL SAMESIDE OR ITS THIRD PARTY VENDORS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF SAMESIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

**Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.**

## Indemnity

You agree to indemnify and hold SameSide harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against SameSide by any third party due to or arising out of or in connection with (1) your access to or use of the Site; (2) your violation of these Terms of Use or any applicable law or regulation, (3) your violation of any rights of any third party; or (4) any disputes or issues between you and any third party.

## Violation of These Terms of Use

SameSide may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) SameSide's rights or property, or the rights or property of visitors to or users of the Site. SameSide reserves the right at all times to disclose any information that SameSide deems necessary to comply with any applicable law, regulation, legal process or governmental request. SameSide also may disclose your information when SameSide determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You agree that SameSide may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will cause irreparable harm to SameSide for which monetary damages would be inadequate, and you consent to SameSide obtaining any injunctive or equitable relief that SameSide deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies

SameSide may have at law or in equity.

## Copyright Policy

We do not permit copyright infringing activities and infringement of intellectual property rights on the Site and will remove any such content if properly notified that such content infringes on another's intellectual property rights. Do not submit material that infringes copyright, is pornographic, obscene, violent or otherwise violates these Terms of Use or applicable law. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- description of the copyrighted work that you claim has been infringed;
- description of the material that you claim is infringing and where it is located on the Service;
- identification of the URL or other specific location on the Site where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [info@onsameside.com](mailto:info@onsameside.com) or by mail at Copyright Agent, c/o SameSide, LLC, 5405 Wilshire Blvd., Suite 304, Los Angeles, CA 90036.

Upon receipt of such notice, we will investigate and remove material if necessary. You will be notified of the results of such investigation.

## Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of California excluding: (1) its conflicts of law principles; and (2) the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising hereunder or relating hereto shall be resolved by binding arbitration in Los Angeles, California. Any arbitration between you and SameSide will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA.

Notwithstanding the paragraph above, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in U.S. small claims court, (ii) pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a U.S. court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

To the extent that any lawsuit or court proceeding is permitted under the Terms of Use, you agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Los Angeles, California for the purpose of litigating all such disputes.

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein. YOU AGREE THAT NO CLASS ACTION MAY BE PURSUED OR MAINTAINED WITH RESPECT TO ANY DISPUTE REGARDING THESE TERMS OF USE.

## Users Outside of the United States

SameSide is a Delaware limited liability company. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

## Miscellaneous

You may preserve these Terms of Use in written form by printing it for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document. You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

All provisions of these Terms of Use are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. These Terms of Use, together with the Privacy Policy at [onsameside.com/privacy-policy/](https://onsameside.com/privacy-policy/), the terms of your [Host Addendum](#) or [Guest Addendum](#) (if applicable) and any other legal notices published by SameSide, constitute the entire agreement between you and SameSide with regard to your use of the Site. SameSide's failure to insist on or enforce strict performance of these Terms of Use shall not be deemed a waiver by SameSide of any provision or any right it has to enforce these Terms of Use. Any such waiver must be in writing in order to be effective. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

## Canada

The parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent*



*par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le future, soient rédigés en langue anglaise seulement.*

## Notice for California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

## Questions and Contact Information

SameSide is located at:

SameSide, LLC  
5405 Wilshire Blvd., Suite 304  
Los Angeles, CA 90036

Please contact us if you have any questions about our Terms of Use. You may contact us by sending correspondence to the foregoing address or by emailing us at [info@onsameside.com](mailto:info@onsameside.com).