

Terms and Conditions

To Reserve a Celebration Site, a Guest will pay the Total Price (as defined in Backyard Wedding's Payment Policy) in 2 (two) payments. The first payment of fifty per cent (50%) of the Total Price shall be due at the time the Celebration Site is reserved on the Platform. The second payment of fifty percent (50%) shall be due thirty (30) days prior to the Reservation. If a Reservation is made less than thirty (30) days prior to the Reservation date, one hundred per cent (100%) of the Total Price shall be due at the time the Celebration site is reserved on the Platform. The first payment, whether in whole or in part, to the Host is non-refundable. If a Guest cancels prior to the date the second payment is due, the Guest does not have to pay the Host the remainder of the Total Price.

Backyard Wedding Sites has a simple cancellation policy. The first payment, whether in whole or in part, to the Host is non-refundable. If a Guest cancels prior to the date the second payment is due, the Guest does not have to pay the Host the remainder of the Total Price. A Reservation is only officially cancelled once the Guest has received confirmation of the cancellation from Backyard Wedding. To cancel a Reservation, submit a request to cancel to the Host and Backyard Wedding by email to the Host and Backyard Wedding. Please contact us with questions.

To view our complete Terms and Conditions and legal, continue on next page.



Terms of Service

Last Updated: December 10, 2021

By using or accessing Backyard Wedding Sites ("Backyard Wedding"), or any mobile application for such websites, or any other website operated by us on which these Terms of Service (the "Terms") are posted via link or otherwise (collectively "Platform"), you acknowledge and agree that you are subject to the following terms and conditions.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY AND RESOLUTION OF DISPUTES THROUGH ARBITRATION RATHER THAN THE COURT.

These Terms are a binding legal agreement between you and Backyard Wedding, and when used in these Terms "we," "us," or "our" refers to Backyard Wedding with whom you are contracting. The Platform offers an online website that enables users ("Members") to publish, offer, search for, and book backyard celebration sites ("Celebration Site"). Homeowners who publish and offer their backyard Celebration Site for services ("Services" or "Host services") are "Hosts" and Members who search for, book, or use services are "Guests." The term "you" refers to the user visiting the Celebration Site, listing a backyard, and/or requesting a reservation on this Platform, or our customer services agents. You must register an account to access and use many of the features of the Platform and must keep your account information accurate.

These Terms incorporate other Backyard Wedding policies that are also posted on the website and made available to Members. Each of these policies and procedures shall be incorporated in their entirety into these Terms, including but not limited to, Backyard Wedding's Cancellation Policy, Privacy Policy, Cookie Policy, Payment Policy, the Host Agreement, the Guest Agreement, and the materials in the Host Handbook (collectively referred to as the "Policies").

As the provider of the Platform, Backyard Wedding is not a party to the contracts concluded directly between Hosts and Guests nor is Backyard Wedding an event planner, a real estate broker or an insurer. Backyard Wedding is not acting as an agent in any capacity for any Member, except if specified elsewhere in these Terms. If you host, you are responsible for understanding and complying with ALL laws, rules, regulations, and contracts with third parties that apply to your Host services.

1. GUEST TERMS

1.1 Our Mission. Our mission is to offer a lovely collection of intimate backyard garden locations for micro weddings and other celebrations. Our company brings together: couples seeking a private garden Celebration Site for their wedding of 6-50 guests and Hosts who welcome weddings into their beautifully landscaped backyards. Learn more about a listing by reviewing the description and photos, the Host profile, and past reviews. If you have questions, just message the Host.

1.2 Searching and Reservations.

1.2.1 Searching. You can search for Host services by using criteria like the Celebration Site location, price point, event dates and number of attendees. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, reviews, customer service and cancellation history, popularity, and saved listings.

1.2.2 Booking/Reserving. When you reserve a Celebration Site, you are agreeing to pay the Total Price and any Additional Fees (as defined in the Payment Policy) for your Reservation including the payments as defined in Backyard Wedding's Payment Policy. You are also agreeing that Backyard Wedding may charge and collect the Total Price and any Additional Fees, (as defined in Payment Policy). When you receive the Reservation confirmation, a contract for Host services is formed directly between you and the Host.

1.2.3 Reservation. On the Platform, a "Reservation" is a limited license to enter, occupy and use the Host's Celebration Site as your celebration location. The Host or the Host's emergency substitute (as permitted in the Host Agreement) will be at the Celebration Site. If you stay past the accepted time, or exceed the reserved number of guests, you will be subject to Overtime Fee and/or Over Capacity Fee (as defined in the Payment Policy). **ALL RESERVATIONS ARE SUBJECT TO BACKYARD WEDDING'S CANCELLATION POLICY.**

1.2.4 Reservation Requirements. You are responsible for confirming that you, and anyone you invite, meet all listing requirements. You are responsible for informing the Host of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend or use the Host service.

1.3 Guest Responsibilities.

1.3.1 Guest Responsibilities. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Celebration Site. You are responsible for leaving a Celebration Site (and related personal property) in the condition it was in when you arrived, you must always comply with applicable laws at all times.

1.3.3 Guest Assumption of Risk. You assume the entire risk arising out of your access to your use of the Platform and any Content (as defined in Section 4), including your rental of any Celebration Site, use of any Service, or any other interaction you have with Members whether in person or online. This means it is your responsibility to investigate a Host Celebration Site to determine whether it is suitable for You.

2. HOST TERMS

2.1 Hosting on BACKYARD WEDDING.

2.1.1 Contracting with Guests. When you accept a reservation request or receive a reservation confirmation through the Platform, you are entering into a contract directly with the Guest and are responsible for delivering the Host service under the price specified in your listing. You are also agreeing to pay Backyard Wedding's fee (and applicable taxes) for each Reservation (as defined in the Payment Policy). Backyard Wedding will deduct amounts you owe from your payout. Any terms or conditions that you include in any agreement with Guests must: (i) be consistent with the Terms, and the information provided in your listing, and (ii) be prominently disclosed in your listing description.

2.1.2 Independence of Hosts. Your relationship with Backyard Wedding is that of an independent individual or entity and not an employee, agent, joint venturer or partner of Backyard Wedding. Backyard Wedding does not direct or control your Host service and you understand that you have complete discretion whether and when to provide Host services.

2.2 Managing Your Listing.

2.2.1 Creating and Managing Your Listing. The Platform provides tools that make it easy for you to set up and manage a listing. Your listing must include complete and accurate information about your Host service, your price, and any rules or requirements that apply to the Guests and their attendees or Celebration Site. You are responsible for your acts and omissions as well as for keeping your listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You obtain appropriate insurance for your Host services and carefully review insurance policy coverage details and exclusions. You may only maintain one listing per Celebration Site.

2.2.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your listing or Host services. For example: Some (i) jurisdictions have zoning or other laws that restrict hosting events, require Hosts to register or obtain a license before providing certain Host services. In some places, the Host services you want to offer may be prohibited altogether. Check your local rules to learn what rules apply to the Host services you plan to offer. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms. If you have questions about how local laws apply you should always seek legal advice.

2.2.3 Search Ranking. The ranking of listings in search results on the Platform depends on: (i) Guest search parameters (e.g. number of attendees, time and duration of the event, price range), (ii) Listing characteristics (e.g. price, calendar availability, number and quality of images, reviews, type of Host service, Host status, age of the listing, average Guest popularity). (iii) Guest Reservation experience (e.g. customer service and cancellation history of the Host, ease of booking). (iv) Host requirements (e.g. hours available, booking cut-off time), and (v) Guest preferences (e.g. saved listings, location from where the Guest is searching).

2.2.4 Your Responsibilities. You are responsible for your own acts and omissions and the acts and omissions of the Guests and their attendees. You are responsible for setting your price and establishing rules and requirements for your listing, describing any and all fees and charges in your listing description. **Any direct payment, whether Total Price or Additional Fees or any other charges must be made through Backyard Wedding.** You cannot encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Platform. These fees are outlined in Backyard Wedding's **PAYMENT POLICY**.

2.2.5 Cancellation. **ALL RESERVATIONS ARE SUBJECT TO BACKYARD WEDDING'S CANCELLATION POLICY.**

2.3 Taxes.

2.3.1 Host Taxes. As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit or include in your price any direct or indirect taxes, occupancy taxes, income or other taxes.

2.3.2 Tax Information. In certain jurisdictions, tax regulations may require that we collect and/or report tax information about you, or withhold taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Backyard Wedding may, but is not obligated to, issue on your behalf invoices or similar documentation for taxes for your Host services to facilitate accurate tax reporting by the Guest.

GENERAL TERMS

3. REVIEWS.

After each Host service, Guests will have an opportunity to review the Host by a scale of 1 to 5 stars. Your review must be accurate. If you would like to post a comment on the Host's listing, you shall speak with your Host directly about doing so. These comments shall not contain any discriminatory, offensive, defamatory, or other crude language. Reviews are not verified by Backyard Wedding for accuracy and may be incorrect or misleading.

4. CONTENT.

Parts of the Platform enable you to provide feedback, text, photos, audio, video, information, and other content ("Content"). By providing Content, in whatever form and through whatever means, you grant Backyard Wedding a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license. If Content includes personal information, such Content will only be used in compliance with applicable data protection laws. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Backyard Wedding the rights described in the Terms and Policies. You are responsible for ensuring that your Content does not include any discriminatory, obscene, harassing, deceptive, violent nor illegal information or subject matter. You are responsible and liable if any of your content violates or infringes the intellectual property or privacy rights of any third party. You are responsible if any of your Content is in violation of the law.

5. FEES.

Backyard Wedding charges fees (as defined in the Payment Policy) and applicable taxes to Hosts and Guests for use of the Platform. Backyard Wedding reserves the right to change its service fees at any time and may provide notice of any fee changes before they become effective in the Payment Policy. Fee changes will not affect Reservations made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to the termination terms.

6. BACKYARD WEDDING RULES.

6.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules:

6.1.1 Do not lie, misrepresent something or someone, or pretend to be someone else. Be polite and respectful when you communicate or interact with others.

6.1.2 Do not discriminate against or harass others.

6.1.3 Do not scrape, hack, reverse engineer, compromise or impair the Platform.

6.1.4 Only use the Platform as authorized by the Terms and Policies.

6.1.5 You may only use another person's personal information as necessary to facilitate a transaction using the Platform as authorized by the Terms and Policies.

6.1.6 Do not use the Platform, our messaging tools, or persons' personal information to send commercial messages without their express consent.

6.1.7 Do not request, make or accept a Reservation or any payment outside of the Platform to avoid paying fees, taxes or for any other reason.

6.1.8 Understand and follow the laws that apply to you, including zoning and privacy and data protection.

6.1.9 If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information.

6.1.10 Do not organize or facilitate unauthorized parties or events.

6.1.11 Do not use the name, logo, branding, or trademarks of Backyard Wedding without permission. Do not offer Host services that violate the laws or agreements that apply to you.

6.2 Reporting Violations. If you believe that a person, listing, or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Backyard Wedding. If you reported an issue to local authorities, Backyard Wedding may request a copy of that report. Except as required by law, Bankcard Wedding is not obligated to take action in response to any report.

6.3 Copyright Notifications. If you believe that Content on the Platform infringes copyrights, please notify us.

7. TERMINATION, SUSPENSION, AND OTHER MEASURES.

7.1 Termination. You may terminate this agreement at any time by deleting your account. Backyard Wedding may terminate this agreement for any reason by giving you 30 days' notice via email or any other contact information you have provided. Backyard Wedding may also terminate this agreement immediately and without prior notice and stop providing access to the Platform if (i) you materially breach these Terms, (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of Backyard Wedding, any other person, or (iv) your account has been inactive for more than two years.

7.2 Member Violations. If (i) you breach the Terms or Policies, (ii) you violate applicable laws, regulations or third party rights, (iii) you have repeatedly received poor reviews or Backyard Wedding otherwise becomes aware of or has received complaints about your performance or conduct, (v) you have cancelled confirmed Reservations or failed to respond to Reservation requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of Backyard Wedding or any person, Backyard Wedding may with or without notice: suspend or limit your access to or use of the Platform and/or your account; suspend or remove listings, reviews, or other content; or cancel pending or confirmed Reservations. In case of nonmaterial violations or where otherwise appropriate, you will be given notice of any intended measure by Backyard Wedding and an opportunity to resolve the issue, unless such notification would contravene applicable laws.

7.3 Legal Mandates. Backyard Wedding may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, including the measures described in the Terms.

7.4 Effect of Termination. If you terminate your account as a Guest, any confirmed Reservation(s) will be automatically cancelled, and you will not receive a refund for the amount already paid to the Host. Once this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Platform has been limited, or your account has been suspended, or this agreement has been terminated by us, you may not register for a new account or access or use the Platform through an account of another person.

8. MODIFICATION OF THESE TERMS.

Backyard Wedding may modify these Terms and Policies at any time. When we make changes, we will post the revised Terms and Policies on the Platform and update the “Last Updated” date at the top of these Terms and Policies. If you disagree with the revised terms, you may terminate this agreement immediately as provided in these Terms and Policies. If you do not terminate your agreement before date the revised Terms and Policies become effective, your continued access to or use of the Platform will constitute acceptance of the revised terms.

9. RESOLVING COMPLAINTS AND DAMAGE CLAIMS.

If a person has damaged another person’s real or personal property (“Damage Claim”), the complaining person must seek compensation through applicable law. Backyard Wedding has no responsibility to settle or collect any Damage Claims. Backyard Wedding may pursue against you any remedies it may have available under applicable law.

10. BACKYARD WEDDING’S ROLE.

We offer a Platform that enables people to publish, offer, search for, and book Host services. When a Host and Guest make or accept a Reservation, they are entering into a contract directly with each other. Backyard Wedding is not and does not become a party to or other participant in any contractual relationship between people. Backyard Wedding is not acting as an agent. While we work hard to ensure people have great experiences using Backyard Wedding, we do not and cannot control the conduct or performance of Guests, their attendees, and Hosts and do not guarantee (i) operate, secure, and improve the Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure peoples’ compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other

administrative agency or governmental body; (vi) maintain and enforce any quality or eligibility criteria, including by removing listings that don't meet quality and eligibility criteria. Where we remove or disable Content, we may notify a person and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate of other people or third parties, or (iii) contravene applicable laws. People agree to cooperate with and assist Backyard Wedding in good faith, and to provide Backyard Wedding with such information and take such actions as may be reasonably requested by Backyard Wedding with respect to any investigation undertaken by Backyard Wedding regarding the use or abuse of the Platform.

11. ACCOUNTS.

You must register an account to access and use many features of the Platform. Registration is only permitted for natural persons who are 18 years or older. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You must immediately notify Backyard Wedding if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your Backyard Wedding account. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

12. DISCLAIMER.

The Platform is provided "as is." We do not endorse or warrant the existence, safety, quality, legality or suitability of any Guest (or their attendees), Host, Host service, listing or third party and we do not warrant that verification, identity or background checks conducted on people (if any) will identify past misconduct or prevent future misconduct. We reserve the right to conduct background checks on potential Hosts and prevent potential Hosts from utilizing our Platform. Any references to a person being "verified" (or similar language) indicate only that the person or Backyard Wedding has completed a relevant verification or identification process and nothing else. We are not responsible for outages or disruptions of the internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Platform. Backyard Wedding may, temporarily and under consideration of the persons' legitimate interests (e.g. by providing prior notice), restrict the availability of the Platform or certain features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform.

13. LIABILITY.

13.1 LIMITATION OF LIABILITY. IN NO EVENT WILL BACKYARD WEDDING OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS AGENTS/AND OR EMPLOYEES OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON THE PLATFORM BE LIABLE FOR ANY DAMAGES INCLUDING LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (I) OUR PLATFORM (II) THESE TERMS (III) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (IV) USE OF THE PLATFORM, TOOLS, OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDERS, RELATED TO THE BUSINESS WE OPERATE ON THE PLATFORM, BY YOU OR ANY THIRD PARTY (V) ANY USER-CONTRIBUTED CONTENT (VI) INTERACTION BETWEEN OUR PLATFORM AND ANY THIRD PARTY PLATFORM, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA PLATFORM, FACILITATED BY A TOOL OR SERVICE ON OUR PLATFORM AND/OR (VII) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Remedies. If you are dissatisfied, you do not agree with any part of the Terms or Policies or have any other dispute or claim with OR against us, any third-party provider or any user of the Platform with respect to the Terms and Policies or the Platform, then your sole and exclusive remedy against us is to discontinue using the Platform. In all events, Backyard Wedding's liability to you or any third party in any circumstance arising out of or in connection with the Platform is limited to the amount of Backyard Wedding's Service Fee (as defined in the Payment Policy) paid in the prior twelve (12) months.

13.3 Jurisdiction. FOR THOSE JURISDICTIONS THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL, RECKLESS MISCONDUCT, OR GROSS NEGLIGENCE OF THE COMPANY.

14. INDEMNIFICATION.

To the maximum extent permitted by applicable law, you agree to release, defend (at Backyard Wedding's option), indemnify, and hold Backyard Wedding and its personnel harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms or Policies (including any supplemental or additional terms that apply to a product or feature), (ii) your improper use of the Platform, (iii) your interaction with any person, use of a Celebration Site, or other Host service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your breach of a contractual obligation.

15. APPLICABLE LAW AND JURISDICTION.

These Terms are governed by and construed in accordance with Minnesota law. You agree to submit to the exclusive jurisdiction of the Minnesota courts.

16. MISCELLANEOUS.

16.1 Other terms incorporated by reference. Standards and other supplemental policies and terms are incorporated by reference, and form part of your agreement with Backyard Wedding. These supplemental policies include, without limitation, the Cancellation Policy, Privacy Policy, Payment Policy, Cookie Policy, applicable Host and Guest Agreements, and the Host Handbook.

16.2 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, Policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between Backyard Wedding and you pertaining to your access to or use of the Platform and supersede any and all prior oral or written understandings or agreements between Backyard Wedding and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Backyard Wedding. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

16.3 No Waiver. Backyard Wedding's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

16.4 Assignment. You may not assign, transfer, or delegate this agreement or your rights and obligations hereunder without Backyard Wedding's prior written consent. Backyard Wedding may without restriction assign, transfer, or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice. Your right to terminate this agreement at any time pursuant to this Agreement remains unaffected.

16.5 Notice. Unless specified otherwise, any notices or other communications to people permitted or required under this agreement, will be provided electronically and given by Backyard Wedding via email, Platform notification, messaging service, or any other contact method we enable you to provide.

16.6 Third-Party Services. The Platform may contain links to third-party websites, applications, services or resources ("Third-Party Services") that are subject to different terms and privacy practices. Backyard Wedding is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

- 16.7 Platform Content.** Content made available through the Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Backyard Wedding and/or its licensors and agree that you will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Backyard Wedding grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to (i) download and use an application on your personal device(s); and (ii) access and view the content made available on or through the Platform and accessible to you, solely for your personal and non-commercial use.
- 16.8 Nondiscrimination Policy.** We want all Members to feel welcome and included on our Platform. Accordingly, we prohibit discrimination against users, Guests, or Hosts based on race, color, religion, sex, national origin, ancestry, disability, marital, family, pregnancy status, sexual orientation, gender identity, gender expression, veteran or citizenship status, age, or any other characteristic protected under applicable federal, regional, state, or local law. Such discrimination includes, but is not limited to, refusing to provide or accept services or any other conduct that improperly considers these characteristics. This prohibition applies to the posting of discriminatory content, such as reviews or forum posts, on the Platform. We will, at our discretion, take steps to enforce this policy, up to and including suspending Members who violate this policy. If you experience discrimination with any person on the Platform, please email us. We reserve the right to suspend access to the Services and cancel the contract of any Host or Guest who violates these rules or who engages in offensive and detrimental behavior, including behavior that shocks, insults, or offends the community and public morals and decency, including through making racist, discriminatory or offensive comments on our Platform and elsewhere or by taking actions that would tend to reflect poorly on us.
- 16.9 Force Majeure.** Backyard Wedding shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 16.10 Emails and SMS.** By using the Platform, you agree that we and those acting on our behalf may send you text messages at the phone number you provided us. These messages may include operational messages about your use of the Platform, as well as marketing or other promotional messages. You may not be able to use the Platform without agreeing to receive operational text messages. Members may also send you text messages through the Platform. You will also receive administrative communications from us using the email address or other contact information you provide for your Backyard Wedding account.
- 16.11 Contact Us.** If you have any questions about these Terms please contact us by email at info@BackyardSites.com or by mail at **Backyard Wedding Sites, PO Box 19451, Minneapolis, MN 55419.**

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT.

17.1 Dispute Resolution. Backyard Wedding is committed to participating in a consumer-friendly dispute resolution process. To the extent the dispute cannot be resolved informally, you and Backyard Wedding mutually agree that any dispute or claim arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement, or interpretation thereof, or any use of the Platform, Host services, or any Content will be settled by binding individual arbitration. If there is a dispute about whether this agreement can be enforced or applies to our Dispute, you and Backyard Wedding agree that the arbitrator will decide that issue.

17.2 Agreement to Arbitration. This agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org. To initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

17.3 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction.

17.4 Jury Trial Waiver. You and Backyard Wedding acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes.

17.5 No Class Actions or Representative Proceedings. You and Backyard Wedding acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, classwide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

17.6 Severability. Except as provided in this Agreement, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

17.7 Changes to Agreement to Arbitrate. If Backyard Wedding changes this **Section 17** after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any dispute between you and Backyard Wedding (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any dispute between you and Backyard Wedding.

17.8 Survival. **Section 17** will survive any termination of these Terms and will continue to apply even if you stop using the Platform or terminate your Backyard Wedding account.

[END]





Payment and Fees Policy

Last Updated: December 10, 2021

This Payment and Fees Policy ("Payment Policy") is incorporated into Backyard Wedding's Terms, Privacy Policy, Cookie Policy and Cancellation Policy (collectively the "Terms and Policies"). Any capitalized term not defined in this Payment Policy shall have the same meaning as defined in the Terms and Policies. Please read this Payment Policy carefully. You may not use the Services if you do not agree to this Payment Policy.

The total price of a Reservation ("Total Price") depends on several factors and the specifics of your Celebration. This Payment Policy explains how the price of your Reservation ("Reservation Price") is determined and describes the Fees you pay to Backyard Wedding for using our Platform. All Members acknowledge and agree that all payments shall be made in accordance with this Payment Policy. The Total Price will be presented prior to your acceptance. Once a Reservation is accepted our Cancellation Policy applies. We may authorize a hold for the Total Price amount to your credit card or other payment methods linked to your Account when you request a Reservation. If you update a Reservation, we may adjust the Host or Backyard Wedding Fees accordingly which may result in additional amounts owed. The Total Price for the Reservation shall be paid in 2 (two) payments. The first payment shall be due at the time the Celebration Site is booked on the Platform. The second payment shall be due thirty (30) days prior to the Reservation. If a Reservation is made less than thirty (30) days prior to the Reservation date, one hundred percent (100%) of the Total Price shall be due at the time the Reservation. The first payment, whether in whole or in part, to the Host is nonrefundable. **Once payments are paid to Backyard Wedding, they are nonrefundable.**

1. TOTAL PRICE. The Total Price of a Reservation Includes:

1.1 Reservation Price. The rate charged by the Host for use of the Celebration Site. This rate is determined by the Host who may consult Backyard Wedding for a proper competitive pricing structure.

1.2 Cleaning Fee. A onetime fee charged by some Hosts for the cleaning of their Celebration Site due to a Guest's usage of the Celebration Site. The cleaning fee is included in the Reservation Price.

1.3 Host Add-Ons Fee. The fees charged by Hosts for providing additional services for a Celebration. These add-ons may include on-site food, beverage, music services, or any other service provided by the Host.

1.4 Backyard Wedding Fee. Fee paid to Backyard Wedding for use of the Platform and to ensure a high-quality experience for Hosts and Guests.

1.5 Local Taxes: Any applicable taxes charged based on the location of the Celebration Site.

2. DATE CHARGED FOR RESERVATION.

2.1 Payment Date. Fifty percent (50%) of the Total Price of the Reservation will be paid to Backyard Wedding on the date that the Guest reserves the Celebration Site. **This is a non-refundable first payment.** The second payment is due by the Guest to Backyard Wedding thirty (30) days prior to the Reservation. If a Reservation is made less than thirty (30) days prior to the Reservation date, one hundred percent (100%) of the Total Price of the Reservation is due by the Guest to Backyard Wedding on the date that the Guest reserves the Celebration Site.

2.1.1 All payments made between a Host and a Guest, including Additional Fees described below, for the Celebration Site rental shall be made through the Platform.

2.1.2 The Platform will inform a Host and a Guest of the payment schedule or the Celebration Site at the time of reserving the Celebration Site in the checkout portal of the Platform.

3. HOST'S PAYOUT DATE.

3.1 Backyard Wedding will pay the Host ("payout") within two (2) business days after receipt of available funds by Backyard Wedding from the Guest. If any issues between Hosts and Guests arise out of the Guests use of the Celebration Site, Backyard Wedding, in its sole discretion, may withhold payment of the payout until all disputes are resolved.

4. **ADDITIONAL FEES.** Guests will be charged additional fees associated with their use of the Celebration Site ("Additional Fees"). Additional fees are due and payable by the Guest to Backyard Wedding two (2) business days after the Celebration. Additional Fees include, without limitation:

4.1 Overtime Fee. An "Overtime Fee" will be charged if you exceed the time limitations of a Celebration Site Reservation. The Overtime Fee will be fifty dollars (\$50) per half hour or portion thereof.

4.2 Over Capacity Fees. An "Over Capacity Fee" will be charged if you exceed the designated number of attendees set forth in the Reservation. The Over Capacity Fee will be fifty dollars (\$50) per additional attendee.

5. **DAMAGES.** As stated in the Cancellation Policy, if a Host cancels the Reservation without enlisting an emergency substitution Host, the Host may be responsible for substantial damages, as described in the **Cancellation Policy**. You agree that Backyard Wedding in its sole discretion may pursue damages against the Host or the Guest

6. **CANCELLATIONS AND REFUNDS.** All Fees and information relating to refunds are subject to our **Cancellation Policy**.

7. **COLLECTIONS.** If Backyard Wedding is unable to collect any amounts you owe under this Payment Policy, Backyard Wedding may engage in collection efforts to recover such amounts from you.

8. **MODIFICATION.** Except as otherwise required by applicable law, Backyard Wedding Payments may modify this Payments Policy at any time. If we make material changes to his Payment Policy, we will post the revised Payment Policy on the Platform and update the "Last Updated" date at the top of these Payment Policy. If you continue to use the Platform, you will be consenting to these new updated Terms. [END]



Cancellation Policy

Last Updated: December 10, 2021

This Cancellation (“Cancellation Policy”) is incorporated into Backyard Wedding’s Terms, Privacy Policy, Cookie Policy, and Payment Policy (collectively the “Terms and Policies”). Any capitalized term not defined in this Cancellation Policy shall have the same meaning as defined in the Terms and Policies. Please read this Cancellation Policy carefully. You may not use the Services if you do not agree to this Cancellation Policy.

Backyard Wedding is designed to help Hosts and Guests efficiently and conveniently complete Reservations. Every Reservation is a Host’s commitment to make a Celebration Site available to a Guest. When a Guest cancels a Reservation, the Host’s ability to book that Celebration Site during that time becomes more difficult because other interested Guests may have already made other plans. When a Host cancels a Reservation, the Guest’s events and plans are severely impacted and the Host may be subject to the substantial damages described in Section 1.2 below.

This Backyard Wedding Cancellation Policy covers all cancellations on the Platform. Each Guest and Hosts is subject to and must comply with this Cancellation Policy when canceling a Reservation.

We reserve the right to amend this Cancellation Policy for any reason and at any time by posting an updated version to our website as provided in the Terms and Policies. In the event of conflict between this Cancellation Policy and the Terms and Policies, this Cancellation Policy will control. The only terms applicable to any Cancellation are those then currently in effect when a Cancellation is processed by Backyard Wedding.

Backyard Wedding shall have final say in any dispute between a Host and Guest regarding the application of cancellation policies. All fees and payments listed below shall have the same definition as defined in Backyard Wedding’s Payment Policy.

1. CANCELLATION POLICY. Backyard Wedding has a simple cancellation policy so that all Members are aware of the consequences that result from a cancellation of a Reserved Celebration Site.

1.1 Payments and Refunds. To book a Celebration Site, a Guest will pay the Total Price (as defined in Backyard Wedding’s Payment Policy) in 2 (two) payments. The first payment of fifty per cent (50%) of the Total Price shall be due at the time the Celebration Site is reserved on the Platform. The second payment of fifty percent (50%) shall be due thirty (30) days prior to the Reservation. If a Reservation is made less than thirty (30) days prior to the Reservation date, one hundred per cent (100%) of the Total Price shall be due at the time the Celebration site is reserved on the Platform. The first payment, whether in whole or in part, to the Host is non-refundable. If a Guest cancels prior to the date the second payment is due, the Guest does not have to pay the Host the remainder of the Total Price.

1.2 Fees and Damages. If a Reservation is cancelled by the Host without enlisting an emergency substitute Host, a Guest may have to postpone the entire Celebration and change venues and vendors as a result. **DUE TO THESE CIRCUMSTANCES, IF A HOST CANCELS, THE HOST MAY BE LIABLE FOR SUBSTANTIAL DAMAGES, INCLUDING COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES FOR A LAST-MINUTE CANCELLATION OF A GUEST'S RESERVATION.** A Guest shall only be able to recover any payment or damages against the Host. Backyard Wedding will NOT pursue damages against a Host on a Guest's behalf. Backyard Wedding will in its sole discretion determine whether to pursue damages against a Host for damages incurred by Backyard Wedding.

2. ADDITIONAL CANCELLATION REQUIREMENTS

2.1 Cancellation Confirmation. A Reservation is only officially cancelled once the Guest has received confirmation of the cancellation from Backyard Wedding. See Section 4 below for more information.

2.2 Host Add-Ons. Host Add-Ons are subject to the same cancellation policy as the Celebration Site.

3. **BACKYARD WEDDING-INITIATED CANCELLATIONS**. Backyard Wedding may decide, in its sole and unlimited discretion, that it is necessary to cancel a confirmed Reservation. Backyard Wedding may cancel a Reservation at any time prior to the Event start time and issue a full or partial refund. When Backyard Wedding initiates a cancellation, any refunds or payouts will vary depending on the circumstances that prompted the cancellation. Neither Backyard Wedding nor any of the other parties to the cancelled Reservation shall have any liability or obligation for any such Backyard Wedding initiated cancellations. The following are circumstances in which Backyard Wedding may initiate a cancellation:

3.1 Any actual or potential illegal or unauthorized activity;

3.2 Risk of harm or safety concerns;

3.3 Any other reason similar to the above

4. **HOW TO CANCEL A RESERVATION**. To cancel a Reservation, submit a request to cancel to the Host and Backyard Wedding by email to the Host and Backyard Wedding. Please contact us with questions.

[END]



Agreement between Host and Backyard Wedding Sites

Last Updated: December 10, 2021

This Host Agreement between you, the "Host" of a Celebration Site and us, Backyard Wedding Sites ("us" "we" "our" or "Backyard Wedding") defines our relationship with you. Backyard Wedding Sites is a service provider via its website, other associated websites, and mobile applications (collectively the "Platform") that connects you as a Host of a Celebration Site to Guests that are seeking a Celebration Site. Your relationship with Backyard Wedding is that of an independent individual and not an employee, agent, joint venturer or partner of Backyard Wedding. Backyard Wedding does not direct you to be a Host, or control your Host services, and you understand that you have complete discretion whether and when to provide Host services and at what price and on what terms to offer them.

This Host Agreement incorporates other Backyard Wedding terms and policies that are posted on the website and made available to you. Each of these policies shall be incorporated in their entirety into this Host Agreement, including but not limited to, Backyard Wedding's Terms, Cancellation Policy, Privacy Policy, Cookie Policy, Payment Policy, and Host Handbook (collectively referred to as the "Terms and Policies").

- 1. VETTING.** Backyard Wedding in their sole discretion determines whether to allow homeowners to post Celebration Site listings on the Platform. Backyard Wedding will request information from you regarding your Celebration Site and require you to go through an application process. Backyard Wedding in their sole discretion may deny your application to be a Host on the Platform.
- 2. WARRANTY OF HOST.** You represent and warrant that you are permitted under applicable federal and local laws to list the listed Celebration Site on the Platform. A Host must be the sole owner, a tenant in common or a joint tenant of the Celebration Site. You represent and warrant to Backyard Wedding and Guests that you are the lawful owner of the Celebration Site. You represent and warrant that any listing you post, any Reservation of a Celebration Site, or a Guest's use of a Celebration Site will not breach any agreements you have entered into with any third parties, and will comply with all applicable laws, regulations, and restrictions.
- 3. LIABILITY.** You are solely responsible for any damage incurred on your property while a Guest is using your Celebration Site. You are responsible for carrying adequate homeowner's insurance. Your insurance coverage shall be valid and up-to-date, and you shall review insurance policy terms, conditions, coverage details and exclusions. If you will be conducting activities where a license is required (such as a city or county license for use of your Celebration Site), you shall obtain all appropriate licensing and requirements for hosting a Celebration. The Host specifically releases Backyard Wedding from **ANY LIABILITY WHATSOEVER** that may be derived from a Guest using the Celebration Site. The only relationship Backyard Wedding has with a Host is that of a Platform connecting Hosts of a Celebration Site with Guests seeking a Celebration Site. **BE ADVISED THAT IN NO EVENT WILL BACKYARD WEDDING OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS AGENTS/AND OR EMPLOYEES OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON THE PLATFORM BE LIABLE FOR ANY DAMAGES INCLUDING LOST**

PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (i) OUR PLATFORM (ii) THESE TERMS (iii) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (iv) USE OF THE PLATFORM, TOOLS, OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDERS, RELATED TO THE BUSINESS WE OPERATE ON THE PLATFORM, BY YOU OR ANY THIRD PARTY (v) ANY USER-CONTRIBUTED CONTENT (vi) INTERACTION BETWEEN OUR PLATFORM AND ANY THIRD PARTY PLATFORM, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA PLATFORM, FACILITATED BY A TOOL OR SERVICE ON OUR PLATFORM AND/OR (vii) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **HOLD HARMLESS.** You shall indemnify, defend, and hold harmless Backyard Wedding from any and all damage, or loss or liability of any kind whatsoever occasioned upon or within the Celebration Site or ways adjacent thereto, by reason of any injury to property or persons occasioned by any omission, neglect, or wrongdoing of the Host, Guest or attendees or other persons admitted by the Host or Guest to the premises. The Host will at its own cost and expense, defend and protect Backyard Wedding against any and all such claims or demands, also including reimbursement to Backyard Wedding of any and all attorney's fees in connection herewith.
5. **LISTING AND CONTENT.** You are solely responsible for the listing of the Celebration Site. There shall only be one Celebration Site per listing. You must provide all required details about the Celebration Site including a description, how it may be used, the cost of a Reservation, availability, current pictures, and other details about its potential uses and condition (collectively, "Description"). This includes details regarding use of any amenities, furniture, equipment, Host Add-Ons available at an additional charge, or fixtures that are part of or in the Celebration Site. While it is important to communicate excitement and the benefits of your Celebration Site, the Description must be accurate and give potential Guests a reasonably accurate understanding of how they may use the Celebration Site, including the disclosure of any deficiencies, restrictions, or applicable policies. Any terms or conditions included in your listing must not conflict with this Host Agreement or the Terms and Policies unless expressly permitted by Backyard Wedding in writing. For example, you may not (i) modify or expand a Guest's financial responsibilities or limit a Guest's ability to seek recourse or restitution under the Terms and Policies or (ii) violate the Terms and Policies, or laws. **You may not ask Guests to pay you directly outside the Platform or accept any money from a Guest.**
6. **CANCELLATION.** As described to you in the **CANCELLATION POLICY**, a Host has no cancellation rights, but may enlist a substitute Host for the Celebration Site, in the unlikely event of an emergency such that the Host can not attend the Celebration. **If a Reservation is cancelled by the Host without enlisting an emergency substitute Host, a Guest may have to postpone the entire Celebration and change venues and vendors as a result. DUE TO THESE CIRCUMSTANCES, IF A HOST CANCELS WITHOUT ENLISTING AN EMERGENCY SUBSTITUTE HOST, THE HOST MAY BE LIABLE FOR SUBSTANTIAL DAMAGES, INCLUDING COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES FOR A CANCELLATION OF A RESERVATION.**
7. **ROLE AS A HOST.** To list your Celebration Site on Backyard Wedding as a Host, you agree to be present, transparent, and communicative with Guests who are planning their Celebration. You (or emergency substitute Host) shall be present at the Celebration Site during a Guest's Celebration.

You (or emergency substitute Host) shall be present at the Celebration Site during a Guest's Celebration. You should meet separately with the Guest to ensure a smooth Celebration and to allow the Guest to review and tour the Celebration Site. We encourage Hosts and Guests to collaborate on their Celebrations.

8. VIOLATION OF HOST AGREEMENT AND APPLICABLE TERMS AND POLICIES. If (i) you breach this Host Agreement, (ii) you violate applicable laws, regulations or third party rights, (iii) you have repeatedly received poor reviews or Backyard Wedding otherwise becomes aware of or has received complaints about your performance or conduct, (iv) you have cancelled a confirmed Reservation or failed to respond to Reservation requests without a valid reason, or (v) such action is necessary to protect the personal safety or property of Backyard Wedding or any person, Backyard Wedding may with or without notice: suspend or limit your access to or use of the Platform and/or your account; suspend or remove listings, reviews, or other content; or cancel Reservations. In case of nonmaterial violations or where otherwise appropriate, you will be given notice of any intended measure by Backyard Wedding and an opportunity to resolve the issue, unless such notification would contravene applicable laws.

9. YOU ARE AGREEING TO THESE TERMS. BY CONTINUING TO USE THE PLATFORM AND ALL THE BENEFITS HEREOF, YOU CONSENT TO THESE TERMS. TO OPT OUT OF THESE TERMS, YOU MUST STOP USING THE PLATFORM AND REQUEST DELETION OF YOUR ACCOUNT.

[END]



Agreement between Guest and Backyard Wedding

Last Updated: December 10, 2021

This Guest Agreement between you, the "Guest" of a Celebration Site and us, Backyard Wedding Sites ("us" "we" "our" or "Backyard Wedding") defines our relationship with you. Backyard Wedding is a provider via its website, other associated websites, and mobile applications (collectively the "Platform") connecting you to Hosts of Celebration Sites. Your relationship with Backyard Wedding is that of an independent individual and not an employee, agent, joint venturer or partner of Backyard Wedding. Backyard Wedding does not direct or control how you use our Platform and you understand that you are voluntarily agreeing to use our Platform pursuant to this Guest Agreement and Backyard Wedding's Terms, Cancellation Policy, Privacy Policy, Cookie Policy, and the Payment Policy, (collectively referred to as the "Terms and Policies"). The Guest agrees that any fees once paid are non-refundable and any and all recovery of damages are solely restricted to the terms included in this Guest Agreement and within the Terms and Policies.

This Guest Agreement incorporates Backyard Wedding's Terms and Policies that are posted on the website and made available to you. Any words not defined but capitalized in this Guest Agreement shall have the same definition as in the Terms and Policies. Each of these policies shall be incorporated in their entirety into this Guest Agreement.

1. LIABILITY.

Backyard Wedding is not an owner or operator of properties. Backyard Wedding's responsibility is limited to facilitating the availability of Celebration Sites through the Platform. The Platform is intended to be used solely to facilitate connections among Hosts and Guests for the purpose of arranging Celebrations, hosting Celebration Sites, and for Reservations through the Platform. Backyard Wedding shall have no responsibility or any liability to you or others for the information or Content contained in any listings and/or the condition, legality, safety, or suitability of any Reservations or Celebration Site. Accordingly, any Reservations will be made or accepted at your own risk. You acknowledge and agree that your ability to use the Celebration Site through the Platform does not establish Backyard Wedding as a provider of a Host or Celebration Site. **BE ADVISED THAT IN NO EVENT WILL BACKYARD WEDDING OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS AGENTS/AND OR EMPLOYEES OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON THE PLATFORM BE LIABLE FOR ANY DAMAGES INCLUDING ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (i) OUR PLATFORM (ii) THESE TERMS (iii) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (iv) USE OF THE PLATFORM, TOOLS, OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDERS, RELATED TO THE BUSINESS WE OPERATE ON THE PLATFORM, BY YOU OR ANY THIRD PARTY (v) ANY USER-CONTRIBUTED CONTENT (vi) INTERACTION BETWEEN OUR PLATFORM AND ANY THIRD PARTY PLATFORM, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA PLATFORM, FACILITATED BY A TOOL OR SERVICE ON OUR PLATFORM AND/OR (vii) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

2. CANCELLATION AND RESERVATION MODIFICATIONS. Be advised that if you or the Host cancel the Reservation, **the amount you have paid to Backyard Wedding is NOT refundable.**

As described to you in the **CANCELLATION POLICY**, if a Reservation is cancelled by the Host without enlisting an emergency substitute Host, the Guest's sole remedy is to pursue damages against the Host under applicable law and the Terms and Policies. Backyard Wedding will not pursue damages against a Host on a Guest's behalf. Backyard Wedding will in its sole discretion determine whether to pursue damages against a Host for any damages incurred by Backyard Wedding.

For any Reservation modifications, the Guest shall contact the Host and Backyard Wedding to notify them of any change in their Reservation. The Guest agrees to pay any Additional Fees to Backyard Wedding (as defined in the Payment Policy) as required by Backyard Wedding or the Host for the Reservation modification.

3. ROLE AS A GUEST. To book your Celebration Site on Backyard Wedding as a Guest, you agree to be present, transparent, and communicative with the Host to allow them time to prepare the Celebration Site. You shall allow the Host, or the emergency substitute Host, to be present during your Celebration. We recommend that you meet separately with the Host to ensure a smooth Celebration. We encourage Hosts and Guests to collaborate on their Celebrations.

4. GUEST QUALIFICATIONS. You warrant to Backyard Wedding and the Host, that you are an individual person that is over the age of eighteen (18) and have the legal authority to create a binding legal obligation, you will only make legitimate Reservations for yourself or for another person you are legally authorized to act on behalf of, and that all information supplied by you to Backyard Wedding's payment portal is true, accurate, and complete. Backyard Wedding retains the right at our sole discretion to deny access to the Platform, at any time and for any reason, including for violation of this Guest Agreement. **You agree to pay the Total Price and any Additional Fees (defined in the Payment Policy) only to Backyard Wedding for distribution to the Host.**

5. HOLD HARMLESS. Guests shall indemnify, defend, and hold harmless Backyard Wedding from any and all damage, or loss or liability of any kind whatsoever occasioned upon or within the Celebration Site or walks or concourse adjacent thereto, by reason of any injury to property or persons occasioned by any omission, neglect, or wrongdoing of the Host, Guest or attendees, or other persons admitted by the Host or Guest to the premises and the Guest will at his or her own cost and expense, defend and protect Backyard Wedding against any and all such claims or demands, also including reimbursement to Backyard Wedding of any and all attorney's fees in connection herewith. The Guest further agrees to exercise due care in the preservation of the premises.

6. VIOLATION OF GUEST AGREEMENT AND APPLICABLE TERMS AND POLICIES. If (i) you breach this Guest Agreement, (ii) you violate applicable laws, regulations or third party rights, (iii) you have cancelled confirmed Reservations or failed to respond to Reservation requests without a valid reason, or (iv) such action is necessary to protect the personal safety or property of Backyard Wedding or any person, Backyard Wedding may with or without notice: suspend or limit your access to or use of the Platform and/or your account; suspend or remove listings, reviews, or other content; or cancel pending or confirmed Reservations. In case of non-material violations or where otherwise appropriate, you will be given notice of any intended measure by Backyard Wedding and an opportunity to resolve the issue, unless such notification would contravene applicable laws.

[END]



Privacy Policy

Last Updated: December 10, 2021

Backyard Wedding Sites (“we,” “us,” “our” or “Backyard Wedding”), exists to help build connections between people. We are a community built on trust. A fundamental part of earning that trust means being clear about how we use your information and protect your right to privacy.

This Privacy Policy (the “Privacy Policy”) describes how Backyard Wedding and its affiliates process personal information that we collect through our Platform.

1. DEFINITIONS.

Undefined terms in this Privacy Policy have the same definition as in our Terms, Payment Policy, Cookies Policy, Guest Agreement, Host Agreement, Host Handbook, and Cancellation Policy (collectively, the “Terms and Policies”).

2. PERSONAL INFORMATION WE COLLECT.

2.1 Information needed to use the Backyard Wedding Platform (“Platform”). We collect personal information about you when you use our Platform. Without it, we may not be able to provide you with all services requested. This information includes:

2.1.1 Contact Information, Account, Profile Information. Such as your first name, last name, phone number, postal address, email address, date of birth, and profile photo, some of which will depend on the features you use.

2.1.2 Identity Verification and Payment Information. Such as images of your government issued ID (as permitted by applicable laws), your ID number or other verification information, bank account or payment account information.

2.2 Information you choose to give us. You can choose to provide us with additional personal information. This information may include:

2.2.1 Additional Profile Information. Such as gender, preferred language(s), city, and personal description. Some of this information as indicated in your account settings is part of your public profile page and will be publicly visible.

2.2.2 Address Book Contact Information. Address book contacts you import or enter manually.

2.2.3 Other Information. Such as when you fill in a form, add information to your account, respond to surveys, post to community forums, participate in promotions, communicate with our customer care team and other Members, or share your experience with us. This may include health information if you choose to share it with us.

2.3 Information Automatically Collected by Using the Platform and our Payment Services. When you use the Platform and payment services, we automatically collect personal information. This information may include:

- 2.3.1 Geo-location Information.** Such as precise or approximate location determined from your IP address or mobile device's GPS depending on your device settings. We may also collect this information when you're not using the app if you enable this through your settings or device permissions.
- 2.3.2 Usage Information.** Such as the pages or content you view, searches for listings, Reservations you have made, and other actions on the Platform.
- 2.3.3 Log Data and Device Information.** Such as details about how you have used our Platform (including if you clicked on links to third party applications), IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using our Platform. We may collect this information even if you have not created a Backyard Wedding account or logged in.
- 2.3.4 Cookies and Similar Technologies** as described in our Cookie Policy.
- 2.3.5 Payment Transaction Information.** Such as payment instrument used, date and time, payment amount, payment instrument expiration date and billing post code, PayPal email address, IBAN information, your address and other related transaction details.

2.4 Personal Information We Collect from Third Parties. We collect personal information from other sources, such as:

- 2.4.1 Third-Party Services.** If you link, connect, or login to our Platform with a third-party service (e.g. Google, Facebook, Instagram, WeChat), you direct the service to send us information such as your registration, friends list, and profile information as controlled by that service or as authorized by you via your privacy settings at that service.
- 2.4.2 Background Information.** To the extent permitted by applicable laws, we may obtain reports from public records of criminal convictions or sex offender registrations. We may use your information, including your full name and date of birth, to obtain such reports. However, Backyard Wedding shall not be responsible.
- 2.4.3 Other Sources.** To the extent permitted by applicable law, and our Terms, we may receive additional information about you, such as references, demographic data or information to help detect fraud and safety issues from third party service providers and/or partners and combine it with information we have about you. For example, we may receive background check results or fraud warnings from identity verification service providers for use in our fraud prevention and risk assessment efforts. We may receive information about you and your activities on and off our Platform, or about your experiences and interactions from our partners. We may receive health information, including but not limited to health information related to contagious diseases.

3. HOW WE USE INFORMATION WE COLLECT

3.1 Provide, Improve, and Develop Our Platform. We use personal information to:

3.1.1 Enable you to access our Platform and make and receive payments,

3.1.2 Enable you to communicate with other Members,

3.1.3 Perform analytics, debug and conduct research,

3.1.4 Provide customer service,

3.1.5 Send you messages, updates, security alerts, and account notifications,

3.2 Create and Maintain a Trusted and Safer Environment. We use personal information to:

3.2.1 Detect and prevent fraud, spam, abuse, security and safety incidents, and other harmful activity,

3.2.2 Study and combat discrimination,

3.2.3 Verify or authenticate information provided by you,

3.2.4 Conduct checks against databases and other information sources, including background or police checks,

3.2.5 Comply with our legal obligations, protect the health and well-being of our Guests, Hosts and members of the public,

3.2.6 Resolve disputes with our Members,

3.2.7 Enforce our agreements with Members and third parties, and

3.2.8 Comply with law, respond to legal requests, prevent harm and protect our rights (see section 4.4).

3.3 Provide, Personalize, Measure, and Improve our Advertising and Marketing. We may use personal information to:

3.3.1 Send you promotional messages, marketing, advertising, and other information based on your preferences and social media advertising through social media platforms,

3.3.2 Personalize, measure, and improve our advertising,

3.3.3 Analyze characteristics and preferences to send you promotional messages, marketing, advertising and other information that we think might be of interest to you, and

3.3.4 Invite you to events and relevant opportunities.

3.4 Provide Payment services. Personal information is used to enable or authorize third parties to use our payment services:

- 3.4.1 Detect and prevent fraud, abuse, security incidents,
- 3.4.2 Conduct security investigations and risk assessments,
- 3.4.3 Comply with legal obligations, or
- 3.4.4 Provide and improve our payment services.

4.SHARING & DISCLOSURE.

4.1 Sharing With Your Authorization or at Your Direction. Where you provide authorization, we share your information as described at the time of consent, such as when authorizing a third-party application or website to access your Backyard Wedding account or participating in promotional activities by our partners or third parties. Authorization shall be evidenced by clicking or checking a box stating that you authorize Backyard Wedding to share your information.

4.2 Sharing Between Members. To help facilitate Reservations or other interactions between Members, we may need to share certain information such as:

4.2.1 When a booking request is made or dispute is submitted, certain information may be shared between Guest(s) and Host(s), including profile, name, names of any additional Attendees, cancellation history, review information, age of Guest (unless prohibited by applicable law), dispute outcome (when applicable) and other information you choose to share and submit. When a booking is confirmed, additional information is shared to assist with coordinating the trip, like profile photo and phone number. When you as a Host have a confirmed booking, certain information is shared with the Guest (and the additional attendees they invite, if applicable) to coordinate the booking, such as your profile, full name, phone number, and listing address.

4.3 Information You Publish in Profiles, Listings, and other Public Information. You can make certain information publicly visible to others, such as:

4.3.1 Your public profile page, which includes your profile photo, first name, description, and city,

4.3.2 Listing pages that include information such as the Host's approximate or precise location description, calendar availability, profile photo, aggregated demand information (like page views over a period of time), and additional information you choose to share,

4.3.3 Reviews, ratings and other public feedback,

4.3.4 Content in a community or discussion forum, blog or social media post.

4.4 Complying with Law, Responding to Legal Requests, Preventing Harm and Protecting our Rights. We may disclose your information to courts, law enforcement, governmental or public authorities, tax authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or where disclosure is reasonably necessary:

4.4.1 To comply with our legal obligations,

4.4.2 To comply with a valid legal request or to respond to claims asserted against Backyard Wedding,

- 4.4.3 To respond to a valid legal request relating to a criminal investigation to address alleged or suspected illegal activity, or to respond to or address any other activity that may expose us, you, or any other of our users to legal or regulatory liability,
 - 4.4.4 To enforce and administer our agreements with Members, or
 - 4.4.5 To protect the rights, property or personal safety of Backyard Wedding, its employees, its Members, or members of the public. For example, if permitted due to the forgoing circumstances, Host tax information may be shared with tax authorities or other governmental agencies. Where appropriate, we may notify Members about legal requests unless:
 - 4.4.6 Providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or
 - 4.4.7 Backyard Wedding believes that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon or harm to Backyard Wedding, our Members, or expose Backyard Wedding to a claim of obstruction of justice. For jurisdictions where Backyard Wedding facilitates the collection and remittance of taxes where legally permissible according to applicable law, we may disclose Hosts' and Guests' information about transactions, Reservations, Accommodations and occupancy taxes to the applicable tax authority, such as Host and Guest names, listing addresses, transaction dates and amounts, tax identification number(s), the amount of taxes received (or due) by Hosts from Guests, and contact information.
- 4.5 Service Providers.** We may share personal information with affiliated and unaffiliated service providers to help us run our business, including service providers that help us:
- 4.5.1 Verify your identity or authenticate your identification documents,
 - 4.5.2 Check information against public databases,
 - 4.5.3 Conduct background or police checks, fraud prevention, and risk assessment,
 - 4.5.4 Perform product development, maintenance and debugging,
 - 4.5.5 Allow the provision of the Backyard Wedding services through third-party platforms and software tools (e.g. through the integration with our APIs), or
 - 4.5.6 Provide customer service, advertising, or payments services,
 - 4.5.7 Process, handle or assess insurance claims or similar claims. These providers are contractually bound to protect your personal information and have access to your personal information to perform these tasks.
- 4.6 Business Transfers.** If we undertake or are involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence). In this event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy.

5. OTHER IMPORTANT INFORMATION

5.1 Analyzing your Communications. We may review, scan, or analyze your communications on our Platform for reasons outlined in Section 3 of this Privacy Policy, including fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, analytics, enforcing our agreements, and customer support purposes. For instance, we may scan, review, or analyze messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. Occasionally we may need to manually review communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyze your messaging communications to send third-party marketing messages to you and we will not sell reviews or analyses of these communications.

5.2 Linking Third-Party Accounts. You can link your Backyard Wedding account with certain third-party services like social networks. Your contacts on these third-party services are referred to as "Friends." When you direct the data sharing by creating this link:

5.2.1 Some of the information provided to us from linking accounts may be published on your public profile,

5.2.2 Your activities on the Platform may be displayed to other users Friends on the Platform and/or that third-party service,

5.2.3 A link to your public profile on that third-party service may be included in your Backyard Wedding public profile,

5.2.4 Other Backyard Wedding users may be able to see any Friends that you may have in common with them, or that you are a Friend of their Friend if applicable,

5.2.5 Other Backyard Wedding Members may be able to see any schools, hometowns or other groups you have in common with them as listed on your linked social networking service,

5.2.6 Information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes, and

5.2.7 Publication and display of information that you provide to the Platform through this linkage is subject to your settings and authorizations on the Platform and the third-party service.

6. YOUR RIGHTS.

You can exercise any of the rights described in this section consistent with applicable law by written notification (See Section 9). Please note that we may ask you to verify your identity and request before taking further action on your request.

6.1 Managing Your Information. You can access and update some of your personal information

6.2 Data Access and Portability. In some jurisdictions, applicable law may entitle you to request certain copies of your personal information or information about how we handle your personal information, request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format, and/or request that we transmit this information to another service provider (where technically feasible).

6.3 Data Erasure. In certain jurisdictions, you can request that your personal information be deleted. Please note that if you request the erasure of your personal information:

6.3.1 We may retain your personal information as necessary for our legitimate business interests, such as fraud detection and prevention, and enhancing safety.

6.3.2 We may retain and use your personal information to the extent necessary to comply with our legal obligations.

6.3.3 Your Content, (as defined in the Terms and Policies) will continue to be publicly visible on our Platform, even after your account is cancelled. However, attribution of such information to you will be removed. Some copies of your information (e.g., log records) will remain in our database, but are disassociated from personal identifiers.

6.3.4 Because we take measures to protect data from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.

7. SECURITY

While no organization can guarantee perfect security, we are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration.

8. CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this Privacy Policy at any time in accordance with applicable law. If we do so, we will post the revised Privacy Policy and update the "Last Updated" date at the top. If you disagree with the revised Privacy Policy, you can terminate your account. If you do not terminate your account before the date the revised Privacy Policy becomes effective, your continued access to or use of our platform will be subject to the revised Privacy Policy.

9. CONTACT INFORMATION

For questions or complaints about this Privacy Policy or our handling of personal information for payments-related concerns, please provide a written request to: **Backyard Wedding Sites, PO Box 19451, Minneapolis, MN 55419** or by email at **info@backyardsites.com**.

[END]



Cookie Policy

Last Updated: December 10, 2021

Backyard Wedding Sites (“we,” “us,” “our” or “Backyard Wedding”), uses cookies, mobile identifiers, tracking URLs, log data and similar technologies to help provide, protect, and improve our Platform. This Cookie Policy (“Policy”) supplements Backyard Wedding’s Terms of Service, Privacy Policy, Cancellation Policy, Payment Policy, the Host Agreement, and the Guest Agreement (collectively the “Terms and Policies”) and explains how and why we use these technologies and the choices you have. Any capitalized term not defined in this Cookie Policy shall have the same meaning as defined in the Terms and Policies.

1. WHY BACKYARD WEDDING SITES USES THESE TECHNOLOGIES.

We use these technologies for a number of purposes, such as:

- 1.1 to enable you to use and access our Platform and our payment services—to enable, facilitate and streamline the functioning of and your access to our Platform;
- 1.2 to better understand how you navigate through and interact with our Platform and to improve our Platform;
- 1.3 to serve you tailored advertising (such as our Platform, emails and on third-party websites);
- 1.4 to show you content (e.g., advertisements) that is more relevant to you—to monitor and analyze the performance, operation, and effectiveness of our Platform and advertisements;
- 1.5 to enforce legal agreements that govern use of the our Platform;
- 1.6 for fraud detection and prevention, trust and safety, and investigations—for purposes of our own customer support, analytics, research, product development, and regulatory compliance.

2. COOKIES.

When you visit our Platform we may place cookies on your device. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store information or settings in your browser. Cookies allow us to recognize you when you return. They also help us provide a customized experience and can enable us to detect certain kinds of fraud. In many cases the information we collect using cookies and other tools is only used in a nonidentifiable manner without reference to personal information. For example, we may use information we collect to better understand website traffic patterns and to optimize our website experience. In some cases, we associate the information we collect using cookies and other technology with your personal information. Our business partners may also use these tracking technologies on our Platform or engage others to track your behavior on our behalf.

There are two types of cookies used on our Platform: (1) “session cookies” and (2) “persistent cookies.” Session cookies normally expire when you close your browser, while persistent cookies remain on your device after you close your browser and can be used again the next time you access our Platform.

In many cases you can manage cookie preferences and opt-out of having cookies and other data collection technologies used by adjusting the settings on your browser. All browsers are different so visit the “help” section of your browser when to learn about cookie preferences and other privacy settings that may be available. Please note that if you choose to remove or reject cookies or clear local storage this could affect the features, availability, and functionality of our Platform.

FLASH COOKIES

We may use Flash Cookies, also known as Local Stored Objects, and similar technologies to personalize and enhance your online experience. A Flash cookie is a small data file placed on a computer using Adobe Flash technology. The Adobe Flash Player is an application that allows rapid development of dynamic content, such as video clips and animation.

We use Flash cookies to personalize and enhance your online experience and to deliver content for Flash players. We may also use Flash cookies for security purposes, to gather certain website metrics and to help remember settings and preferences. Flash cookies are managed through a different interface than the one provided by your web browser. To manage Flash cookies, please visit Adobe’s website.

If you disable Flash cookies or other similar technologies, please note that you may not have access to certain content and product features such as your device remembering a Listing that you viewed during a previous visit.

PIXEL TAGS, WEB BEACONS, AND TRACKERS

Pixel tags, web beacons, and tracking urls are tiny graphic images and/or small blocks of code placed on website pages, ads, or in our emails that allow us to determine whether you performed a specific action. When you access these pages, or when you open an email, let us know you have accessed the web page or opened the email. These tools help us measure response to our communications and improve our web pages and promotions.

SERVER LOGS AND OTHER TECHNOLOGIES

We collect many different types of information from server logs and other technologies. For example, we collect information about the device you use to access our Platform, your operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone where your device is located. Our server logs also record the IP address of the device you use to connect to the Internet. An IP address is a unique identifier that devices require to identify and communicate with each other on the Internet. We may also collect information about the website you were visiting before you came to our Platform and the website you visit after you leave our Platform. These tools help us improve user experience and deliver our services

DEVICE INFORMATION

We may use device-related information to authenticate users. For example, we may use your IP address, browser information, or other data provided by your browser or device to identify the device being used to access our Platform. We may also use these device related techniques for associating you with different devices that you may use to access our content including for fraud-protection purposes and to better target advertising.