

*Effective Date: September 1, 2019*

These Terms of Service (“Terms”), along with our privacy policy (located at [Privacy Policy](#)), are a legal agreement between you and Spectra Holdco, LLC and its subsidiaries, including, without limitation, Global Spectrum, L.P. d/b/a Spectra Venue Management and Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality (“Spectra,” “we” or “us”) governing your access to and use of the mobile applications, websites and online services that Spectra owns and/or operates and that link to these Terms (collectively, the “Platform”). The terms “you” and “your” when used in these Terms means any user of the Platform. Please read the Terms carefully before using the Platform. Using the Platform indicates that you accept and agree to be bound by the Terms. Do not use the Platform if you do not accept the Terms.

By using the Platform, you are representing and warranting that: (a) you are at or above the legal age of majority in your jurisdiction of residence; (b) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access the Platform (collectively, “Device”); and (c) you will access and use this Platform in accordance with these Terms.

THIS AGREEMENT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE PLATFORM TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, THE DISPUTE RESOLUTION/ARBITRATION PROVISION BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY TRIAL WAIVER.

**Changes to the Terms or to the Platform. Spectra may change or modify the Platform or the Terms at any time. Such changes, revisions, or modifications shall be effective immediately upon being posted. Any use of the Platform by you after we post changes to the Terms constitutes your acceptance of those changes.**

Spectra reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Platform, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. Spectra also reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all use of the Platform.

**Mobile Devices. To access any mobile websites, applications or other services available through the Platform, you must: (i) have any carrier or communications services necessary to download content, and (ii) pay service fees, if any, associated with any such access. In addition, you must provide all equipment and software necessary to connect to the Platform. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with the Platform’s operations. If any upgrade in or to the Platform requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense.**

**Registration and Password. The Platform may permit or require you to register by providing accurate and complete personal information consisting of your name and e-mail address prior to permitting access to certain services available through the Platform. You acknowledge and agree that you will update this information to keep it accurate and current. It is your responsibility to give us current,**

complete, truthful and accurate information and to keep the information that you provide to us up to date. We cannot and will not be responsible for any problems or liability that may arise if you do not give us accurate, truthful or complete information or you fail to update the information you give us. Please read our Privacy Policy, which describes how we collect and use your personal information. You also may be asked to select a password. Your password is personal to you, and you may not allow any others to use the combination of your e-mail address and your password under any circumstances. You acknowledge and agree that you are responsible for maintaining the confidentiality of your registration information and password, for any charges, costs, expenses, damages, liabilities and losses we incur or may suffer as a result of your failure to do so and for all uses of your password. In addition you are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible to Spectra for all activities that occur under your Platform accounts, including the activities of any individual with whom you share your Platform account or an Activated Device, and will be responsible for any breach of these Terms caused by these activities. If you become aware of any unauthorized use of your password or of your account, you agree to notify Spectra immediately. To protect your privacy, Spectra recommends logging out of the Platform after each visit, when you are using a public or shared PC, mobile device, or other end point.

You are solely responsible and liable for any use of the Platform or any other activity or conduct in connection with the Platform by any others who use the combination of your e-mail address and password, unless and until you notify us that your account may have been compromised, misappropriated or improperly taken or used by another party. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of your account or any other need to deactivate your account due to security concerns. You may have the ability to deactivate your registration (if any) on the Platform, by contacting our customer support emailing [website@spectrapp.com](mailto:website@spectrapp.com).

**User Content.** Certain areas of the Platform may enable you to post comments, send messages, correspond with others and/or otherwise post content ("User Content") in connection with various features that Spectra may elect to offer, such as information libraries, e-mail service, bulletin boards, chatrooms, electronic postcards, chats with special guests, e-mails, and forums to communicate with others ("Message Features"). You must use the Message Features in a responsible manner and you are fully responsible for all User Content that you provide to us or others.

**Your License to Us.** By submitting User Content, you grant us and our designees a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, display, perform, edit, adapt, modify, translate, create derivative works, make, sell, offer for sale, export, and otherwise use and exploit your User Content (or any portion thereof) in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you may have in your User Content in favor of Spectra and any of its designees. You represent that you have obtained all necessary permissions necessary to grant us those rights, including from any person identified in or implicated by your submission (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

**No Obligation to Publish.** We are not obligated to publish, transmit or use your User Content. Spectra is not in any manner endorsing any User Content that it may publish or post on the Platform and cannot, and will not, vouch for its reliability. Spectra is not responsible for any User Content and has no duty to

monitor User Content. You use any information contained in User Content at your own risk. Spectra and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to your User Content or the Platform (in whole or in part) at any time, without prior notice and in our sole discretion, for any or no reason. The obligations that you have to us under these Terms shall survive termination of the Platform, any use by you of the Platform, any User Content on the Platform, or these Terms. You will not continue to post any User Content that Spectra has previously advised you not to post.

**No Obligation to Monitor.** You acknowledge and agree that we have the right, but not the obligation, to monitor, edit or delete all User Content. You further acknowledge and agree that while we reserve the right to remove any User Content in our sole discretion for any reason, we have no duty to do so. We also reserve the right to turn over any User Content to law enforcement officials. When requested, we will cooperate fully with law enforcement officials in any investigation of alleged illegal activity on the Internet. Display of any User Content does not constitute its approval or endorsement by us. Notwithstanding anything to the contrary contained in these Terms or other applicable terms and conditions, you are exclusively liable for any and all User content you submit via the Platform.

**No Confidentiality.** You acknowledge that transmissions to and from the Platform are not confidential and your User Content may be read or intercepted by others. You acknowledge that by submitting User Content to the Platform, no confidential, fiduciary, contractually implied or other relationship is created between you and Spectra other than pursuant to this Agreement.

**Prohibited Content and Activities.** You may not access or use, or attempt to access or use, the Platform to take any action that could harm us or any person or entity (a “person”), interfere with the operation of the Platform, or use the Platform in a manner that violates any laws. For example, and without limitation, you may not:

- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Platform;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any activity conducted on the Platform or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else’s attempt to engage in such activities) any of the software comprising or in any way making up a part of the Platform. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Post or transmit any User Content that is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
- Post or transmit any User Content that constitutes or encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law;

- Post or transmit any User Content or other content contains any information, software or other material of a commercial nature, or any information that contains advertising, promotions or commercial solicitations of any kind;
- Post or transmit any User Content or other content that violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- Post or list articles which are off-topic according to the description of the group or list or send unsolicited mass e-mails to ten (10) people or more if such e-mail could reasonably be expected to provoke complaints from its recipients;
- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to the Spectra's or its users' computers, devices or systems; or
- Engage in any other conduct that restricts or inhibits any person from using or enjoying the Platform, or that, in our sole judgment, exposes us or any of our affiliates, users or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Platform for any or no reason at any time without notice.

**Voting.** The Platform may offer you opportunities to vote in connection with certain events. By casting a vote, you signify your agreement to all special voting terms set forth on the page within the Platform on which you cast your vote as well as these Terms. Votes will be deemed made by the authorized account holder of the e-mail address submitted at time of vote. We are not responsible for votes not received due to lost, failed, delayed or interrupted connections, or other electronic malfunctions, or hardware or software failures or malfunctions. Spectra may cancel or suspend voting should virus, bugs, unauthorized human intervention, technical difficulties or other causes beyond the control of Spectra, in Spectra's sole opinion, corrupt the administration, security, fairness or proper administration or tallying of the voting.

**No Rendering of Advice.** The information contained in or made available through this Platform is provided for informational purposes only and should not be construed as rendering consulting, design or other professional advice of any kind. Your use of this Platform does not give rise to a customer, advisory, fiduciary or professional services relationship between you and Spectra.

**Accuracy of Information.** While we use reasonable efforts to furnish accurate and up-to-date information, Spectra does not warrant that any information contained in or made available through the Platform is accurate, complete, reliable, current or error-free. Spectra assumes no liability or responsibility for any errors or omissions in the information or other content of the Platform. You understand and agree that it is your responsibility to evaluate the accuracy, completeness, reliability, timeliness and/or usefulness of any information, opinion, advice or other content available through the Platform.

**Electronic Communications.** When you visit the Platform or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will

communicate with you by e-mail or by posting notices on the Platform. 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.

**Unsolicited Creative Submissions.** Please do not submit unsolicited creative ideas, suggestions, documents or materials (collectively, "Unsolicited Material"). If, despite this policy, you send us Unsolicited Material, none of it will be subject to any obligations of confidentiality or non-competition, and we will be entitled to unrestricted use and disclosure of such Unsolicited Material throughout the world for any purpose whatsoever, commercial or otherwise, without any liability or obligation to compensate you for any future use or disclosure of such Unsolicited Material.

**Intellectual Property.** All content, information, materials, computer code, and software that are part of the Platform other than your User Content (collectively, the "Spectra Content") is the property of Spectra or third parties. You may access, use and display the Platform and download and print copies of Spectra Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as you comply with these Terms.

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mail at Spectra, 150 Rouse Blvd., Philadelphia, PA 19112 Attn: Legal Department, or by sending an email to [website@spectrarp.com](mailto:website@spectrarp.com).

**Notice of Infringement.** Spectra respects intellectual property rights. If you believe in good faith that your work has been reproduced or is accessible on the Platform in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing to Spectra's Copyright Agent under the Digital Millennium Copyright Act ("DMCA"):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that we may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A 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 may notify our designated copyright agent at [legal@spectrarp.com](mailto:legal@spectrarp.com) or by writing or calling: Spectra Holdco, LLC 150 Rouse Blvd, Philadelphia, PA 19112 Attn: General Counsel Tel: (215) 952-5723  
You acknowledge that if you fail to comply with all the requirements of this section, your DMCA notice may not be valid.

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IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL SPECTRA, ITS AFFILIATES, THEIR OFFICERS, DIRECTORS, CONTRACTORS AGENTS, EMPLOYEES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY SPECTRA CONTENT OR USER CONTENT, OR ANY SITES LINKED FROM THE PLATFORM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPECTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Spectra’s liability in such jurisdictions shall be limited to the extent permitted by law.

The maximum liability of Spectra for any claim arising out of or in connection with the Platform is \$50.00.

**Indemnification.** You agree to indemnify, hold harmless, and defend the Spectra, and its affiliates, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys’ fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Platform (including,

without limitation, your User Content and your use of any Spectra Content), (ii) your online conduct, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or infringement or violation of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Platform. You shall not settle any such claim without the prior written consent of the Spectra. These obligations will survive any termination of these Terms.

**Dispute Resolution/Arbitration.** This section applies to any dispute you have with the Spectra, unless the dispute involves rights to your, Spectra's, or our licensor's intellectual property.

**Location and Governing Law.** These Terms are governed by, and must be construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, as applicable, without giving effect to their principles of conflicts of law. By using the Platform, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

**Notice of Dispute.** For any problem or dispute that you may have with the Spectra, you acknowledge and agree that you will first give the relevant Spectra entity an opportunity to resolve your problem or dispute. This includes you first sending a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and a proposed solution. You must send any Notice of Dispute by U.S. Mail to Spectra at 150 Rouse Blvd., Philadelphia, PA 19112, Attn: General Counsel. You then agree to negotiate with Spectra in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Spectra's receipt of your written description of it, you agree to the further dispute resolution provisions below.

**Small Claims Court.** You may litigate any dispute in small claims court in the Commonwealth of Pennsylvania or in your own county of residence, if the dispute meets all the requirements to be heard in small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**Binding Arbitration.** If you and the Spectra do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

IF APPLICABLE LAW DOES NOT ALLOW BINDING ARBITRATION TO APPLY TO YOU, THE ABOVE PROVISION WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Spectra will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

IF APPLICABLE LAW DOES NOT ALLOW A WAIVER OF CLASS ACTION PROCEEDINGS TO APPLY TO YOU, THE ABOVE PROVISION WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.



**Arbitration Procedures.** Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. You agree to commence arbitration only in your county of residence or in the Commonwealth of Pennsylvania. Spectra agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

**Claims Or Disputes Must Be Filed Within One Year.** To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in small claims court, or in an arbitration proceeding. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn’t filed within one year, it’s permanently barred.

**Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SPECTRA IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY EMAILING [legal@spectrap.com](mailto:legal@spectrap.com) OR BY SENDING MAIL TO SPECTRA, 150 ROUSE BLVD, PHILADELPHIA, PA 19112, ATTN: GENERAL COUNSEL. YOUR WRITTEN NOTIFICATION TO SPECTRA MUST INCLUDE YOUR NAME AND ADDRESS AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SPECTRA THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SPECTRA OR THE DELIVERY OF SERVICE(S) TO YOU BY SPECTRA. IF YOU HAVE PREVIOUSLY NOTIFIED SPECTRA OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

This Section survives expiration or termination of these Terms for any reason.

**General Integration and Severability.** These Terms constitute the entire agreement between Spectra and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

**No Waiver.** Our failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

**Assignment and Binding Effects.** You must not assign these Terms or any rights or obligations herein without the prior written consent of Spectra and any attempted assignment in contravention of this provision is null and void and of no force or effect. Spectra has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns.

**Separate Terms and Conditions.** In connection with your use of the Platform, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Platform. Any supplemental terms will not vary or replace these Terms regarding any use of the Platform, unless otherwise expressly stated.

**Termination; Modification.** We reserve the right to modify, edit, delete, suspend or discontinue, temporarily or permanently the Platform (or any portion thereof) and/or the information, materials, products and/or services available through the Platform (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Platform.

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**Contact Information.** Please direct any questions, complaints or claims related to the Platform or your use of the Platform to:

Spectra  
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Attn: Website Administrator