

Databar Events Terms of Use

Introduction and Acceptance of Terms

For the purpose of this Agreement, “you”, “your”, and “yours” are defined as any user of the Databar Events website, platform, or services. “Our”, “we”, and “us” are defined as Databar Inc. and its representatives.

Use of our services (databarevents.com and all supporting platforms) constitutes acceptance of the following terms of use:

Scope of Services

Databar Inc., doing business as Databar Events, offers the following services to its users:

- a digital platform for hosting online race registration—and for signing up for races that utilize the Databar Events platform;
- payment processing through a secure platform;
- a suite of back-end tools for race directors to organize and track registrations, pricing, and other pertinent info;
- promotional services such as email mailings, apparel, artwork, and other goods;
- technical support for the Databar Events website—both to registrants and race directors;
- a refund-processing service for registrants and race directors;
- and the collection and disbursement of funds for race directors using the Databar Events online registration platform.

General Liability Disclaimer

1. You acknowledge that you have read and agree to these terms in full.
2. You will only utilize our services in full compliance with state and United States federal law as applicable.
3. You hereby forfeit the right to pursue any civil or legal suit for any reason against Databar Inc., its employees, its officers, and all supporting organizations.
4. Databar Inc., its employees, its officers, and all supporting organizations will not be held liable for any damages or losses of any nature, both purposeful and incidental, which occur during use of our services.
5. You acknowledge that use of our services and participation in events are at your sole risk. You hereby indemnify Databar Inc. from all liability related to injury or death of any nature that result from use of our services up to the maximum extent permitted by law.
6. It is your sole responsibility to ensure that the information you host on our site is accurate. If you are an event owner, you must not misrepresent your event to possible registrants. In the event of legal or civil proceedings taken against you due

to false information you hosted on our services or false representation of your event to registrants, you hereby indemnify Databar Inc. from all legal and civil liability.

Intellectual Property Rights

1. You will not claim the Databar Inc., Databar Events, or any supporting organization's logo, artwork, branding, or intellectual properties as your own, except when said properties are created for the express use of the event and/or you.
2. You retain full ownership and intellectual property rights of all user-generated content you produce using our services. However, you agree to allow Databar Inc. to host said content on the Databar Events webpage and hereby indemnify Databar Inc. from all legal and civic liability related to hosting said user-generated content.
3. You will not misrepresent Databar Inc. by making statements to the public on its behalf. In addition, you will not misrepresent Databar Inc. by making statements to the public using related logos, branding, or artwork that make it appear as if Databar Inc. endorses the statement except in the case that Databar Inc. has provided express permission to do so.
4. You will not alter or modify materials that constitute the intellectual properties of Databar Inc. except in the case that Databar Inc. has provided express permission to do so.
5. You will not attempt to alter, modify, reverse engineer, steal, or gain access to Databar Inc. owned web infrastructure, which includes all code used in the site.

Payment Terms

1. It is your responsibility to confirm receipt of any services, goods, or event registrations purchased through the Databar Events website.
2. If more than 20% of your event's total registrations must be refunded for any reason, Databar Inc. hereby reserves the right to charge you an additional fee for this service based on the labor required.
3. Databar Inc. hereby agrees to handle registration refunds electronically as necessary with respect to a registration refund policy determined by you (the event owner) up to 120 days after the initial transaction. After 120 days, you accept all fiscal responsibility for processing refunds.
4. If full refunds, including the Databar Inc. service fees collected at registration, are offered to any number of your event's registrants, you hereby accept the fiscal responsibility of paying Databar Inc. the sum total of the refunded Databar Inc. service fees.
5. If your event is cancelled for any reason, including but not limited to accidents, weather conditions, natural disasters, governmental mandates, permit restrictions, land use restrictions, illness, death, fire, business failure, civil proceedings, legal proceedings, and/or mismanagement of finances, you hereby formally indemnify

Databar Inc. from all fiscal, legal, and civil responsibility related to the event except in the case of any outstanding funds owed to you.

6. Registration fees for your event are determined by you. Databar Inc. processing fees are \$1 + 6.25% of the total registration fee and are charged for each registration. Databar Inc. processing fees can be charged either to registrants or to you at your discretion, but will be charged to registrants by default.
7. Funds collected for your event will be disbursed once a month. The checks will be postmarked no later than fifteen days after the first of the month.
8. Refund balance will be drawn from your event's collected registration funds unless you request an alternative arrangement with Databar Inc.
9. Databar Inc. reserves the right to withhold your collected registration funds if necessary to pay your outstanding dues to Databar Inc.

Privacy

Certain information about you may be gathered based on your usage of our services. We respect your privacy and will never sell your information to third parties. We additionally collect user data through Google Analytics—use of our services constitutes consent to this data collection. Databar Inc.'s usage of user information is outlined in our Privacy Policy.

Dispute Resolution/Arbitration

In the event any disputes arise relating to Databar Inc.'s services provided pursuant to this Agreement or stemming from this Agreement, the parties shall seek to meet in a spirit of cooperation and good faith bargaining to resolve all said disputes as soon as reasonably possible. Should the dispute arise concerning the breach, interpretation or enforcement of this Agreement, venue shall be placed in Pierce County, Washington, the laws of the State of Washington shall apply, and the prevailing parties shall be awarded as judgment, its attorney's fees and costs.

Termination

You may cease usage of Databar Inc.'s services at any time at your own discretion.

Databar Inc. maintains and reserves the right to terminate, suspend, or alter our services at any time for any reason without notice. Databar Inc. reserves the right to terminate or suspend your access to our services if:

- a. You are using our services in a fraudulent, illegal, or otherwise harmful manner, determined at our discretion.
- b. You are hosting content on the Databar Events website containing intellectual properties protected by United States copyright law that belong to neither you nor Databar Inc. and that you are not authorized to use, such as branding, logos, characters, designs, music, videos, and artwork.
- c. You do not consent to the Agreement outlined in our terms of use.

d. You otherwise violate these terms of use.

Notification of Service Changes

Databar Inc. reserves the right to modify these terms of use at any time for any reason without notice. Your continued use of our services constitutes agreement to any changes to these terms of use.

Contact Information

Any questions regarding this agreement should be directed to staff@databarevents.com.

Databar Inc. can be reached via phone at 253-770-7338.

Our office is located at 2908 Meridian Ave E, Suite 201, in Edgewood, WA 98371.