

Nerd Love NOLA  
**DUNGEONS & DATING**  
**Terms of Service Agreement**

## I. Platform

Our platform provides participants with the opportunity to network and meet like-minded individuals at specific events designed by and geared towards nerds/geeks/gamers/role-players/etc.

As a participant, you agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your participation in or involvement with any Nerd Love Event (as defined in Section 6.1) and your submission of acceptable Public Information (as defined in Section IV: Your Information).

## II. Eligibility

Our Events are open to all individuals who are at least 18 years of age. By registering with Nerd Love, you represent and warrant that you are at least 18 years of age. In order to register with Nerd Love, a valid photo ID is required.

We have the right, in our sole discretion, to suspend or terminate your Nerd Love registration and refuse any and all current or future participation of all or any portion of our Events.

## III. Event Fees

Attendance to a Nerd Love Event is not a guarantee of finding a match/making a connection. We have no control over attendance rates. Event fees are non-refundable, but may be transferrable under extenuating circumstances. The eligibility of a transfer of pre-paid fees to a future event will be determined on a case-by-case basis and at our sole discretion.

## IV. Your Information

**a. Definition** - "Your Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process for a Nerd Love Event or via email. Such information includes (but is not limited to) your legal name, phone number, current address, email address, physical description, etc.

**b. Restrictions** – By registering with Nerd Love, you agree that Your Information:

- shall be current, legal and correct;
- shall not be in any way fraudulent;
- shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- shall not violate any law, statute, ordinance or regulation;
- shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- shall not create liability for us

**c. Consent to Disclosure** - You acknowledge and agree that Nerd Love may disclose Your Information (as previously defined) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to:

- comply with a current judicial proceeding, a court order or legal process served on us;

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- enforce this Agreement;
- respond to claims that Your Information violates the rights of third parties;
- protect the rights, property or personal safety of Nerd Love, its employees, users and the public; or
- enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement.

We also may disclose any information about you and/or your Event interactions to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with a legal warrant, an open investigation, or any other activity that is illegal or that we believe may expose us or you to legal liability.

**d. Privacy** – Any of Your Information that, through participation in a Nerd Love Event or otherwise, you submit or make available for inclusion to other participants or in other publicly accessible areas is referred to as "Public Information" (the preferred name listed on your registration form is always considered Public Information); any other portion of Your Information (including all other information disclosed on your registration form) shall be referred to as "Private Information." "Publicly accessible areas" are those areas that are available either to some or all of our participants (i.e., not restricted to your viewing and the view of Nerd Love staff only) or to the general public.

We do not claim ownership of Your Information. We will not disclose your Private Information except as defined in the Consent to Disclosure section (IV-c). However, to enable us to use your Public Information and to ensure we do not violate any rights you may have in your Public Information, you grant Nerd Love and its staff a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise, commercialize and exploit the copyright, publicity, and database rights (but no other rights) you have in your Public Information, in any media now known or not currently known, with respect to your Public Information.

Except as otherwise noted in the Consent to Disclosure section (IV-c), Nerd Love will not sell, rent or otherwise disclose any Private Information about you (including your email address) to any third party.

## **V. Participation**

**a. Personal Responsibility** - You, and not Nerd Love or its staff, are entirely responsible for all of the Public Information that you discuss, email, transmit or otherwise make available to other participants during or after an Event. We do not control your Public Information or the Public Information of or disclosed by other participants and do not guarantee the accuracy, integrity or quality of your Public Information or the Information of or disclosed by other participants. Nor do we endorse any opinions expressed by you or other users. By registering for Nerd Love, you understand that we do not run background checks on our participants, and cannot guarantee the validity of the information other participants disclose. You agree that under no circumstances will Nerd Love, its staff, or its third-party sponsors be liable in any way for any misinformation, including, but not limited to: any errors or omissions in Your Information or the Information of or disclosed by other participants, or for any loss or damage of any kind incurred as a result of participating in an Event, the use of your Public Information or information of or disclosed by other participants at an Event or emailed, transmitted or otherwise made available in connection with our Events. By registering with Nerd Love you

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agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Platform, your Third Party Transactions, our resolution of any disputes among users, and/or your transportation to or from, attendance at, or the actions of you or other persons at, a Nerd Love Event. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

b. Grounds for Removal/Ejection from Event - Notwithstanding any other provision of this Agreement, the following types of actions are cause for immediate removal and/or ejection without refund, and possible legal recourse:

- engaging in any physical contact with another person without their consent
- harming or intimidating another person in any way;
- "stalking" or otherwise harassing another person in any way;
- impersonation of any person or entity (including Nerd Love or third-party sponsor staff and other participants), or falsely stating or otherwise misrepresenting your affiliation with any person;
- advertising merchandise, auctions, services or commercial ventures, including offers to trade or charitable solicitations unrelated to the topic or spirit of the Nerd Love Event;
- reselling the Public Information of (or access to Public Information of) other participants;
- collecting/storing personal data or photos of other users without their consent or for anything unrelated to the spirit of the Nerd Love Event
- refusing to follow Nerd Love staff instruction or direction;
- violation (intentional or unintentional) of this Agreement, or of any applicable local, state, national or international law, statute, ordinance or regulation;
- encouraging others to violate this Agreement.

By indicating during registration that you have read and agreed to this Agreement, you are agreeing that you have read and understand this Agreement and agree to all of the terms of this Agreement.