

CITY GIRLS GUIDE, LLC AND CITY GIRLS GROUP TERMS OF SERVICE

Last Updated December 26, 2007

City Girls Guide, LLC ("City Girls Group", "CGG", "we", "us", "our") provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without prior notice to you. You should therefore periodically visit this page to review the current TOS, so you are aware of any revision to which you are bound. You can review the most current version of the TOS at any time by clicking on the link to the TOS displayed on the Service (as defined below). Your continued use of the Service and the features therein will signify and represent your acceptance of the current TOS. In addition, when using certain services, you shall be subject to any additional guidelines or rules applicable to such services that may be posted on the Service from time to time, including, without limitation, the Code of Conduct, the Privacy Policy, and additional terms and conditions governing the listing of an event and/or selling or offering to sell tickets for an event. All such guidelines or rules are hereby incorporated by reference into the TOS. CGG also may offer other services from time to time that are governed by different terms and conditions.

The Service

Description of Service: CGG provides users with a social network of information and materials related to events promoted by third parties and/or CGG through its website located at www.citygirlsgroup.com (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the TOS.

Age: CGG takes a child's privacy very seriously, and we adhere to the requirements of the Children's Online Privacy Protection Act. Accordingly, if you are under 18 years of age, you are not authorized to use the Service, with or without registering.

Your Registration Obligations: In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete or not current or if CGG has a reasonable ground to suspect that such information is untrue, inaccurate, incomplete or not current, then CGG may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Registration Data and certain other information about you are protected and governed by our Privacy Policy.

Member Account, Password and Security: You will receive or create a

password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. If you allow third parties to access the Service through your username and password, you shall be responsible for all activity, including, without limitation, any and all liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to (a) immediately notify CGG of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services from a publicly available computer. CGG will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: CGG reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CGG shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that CGG may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Service, the maximum disk space that will be allotted on CGG's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that CGG has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that CGG reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that CGG reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Use

Member Conduct: You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not CGG, are entirely responsible for all content that you upload, post, email or otherwise transmit or use via the Service. You agree to not use the Service to:

- a. upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or hateful racially, ethnically or otherwise objectionable;
- b. "stalk" or otherwise harass another;

- c. harm minors in any way; impersonate any person or entity, including, but not limited to, a CGG employee or other representative, or falsely state or otherwise misrepresents your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- e. upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- g. upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of CGG or any other party;
- h. advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;
- i. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, except in those areas that are designated for such purpose;
- j. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- k. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- l. violate any code of conduct or other guidelines which may be applicable for any particular area of the Service; or intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law.

CGG Membership Refund/Cancellation Policy

- The City Girls Group (CGG) reserves the right to refuse/cancel a membership in the CGG.

- If CGG refuses a new or renewing membership, registrants will be offered a refund.

Membership Cancellation by Participant

- Membership cancellations received within 14 days of registration may be eligible to receive a full refund less \$35 service fee.
- Cancellations received after the stated deadline will not be eligible for a refund.
- Cancellations will be accepted via phone, fax or e-mail, and must be received by the stated cancellation deadline.
- All benefits and incentives received by participant must be cancelled/returned to the CGG.
- All refund requests must be made by the attendee or credit card holder.
- Refund requests must include the name of the attendee and/or transaction number.
- Refunds will be credited back to the original credit card used for payment.

These above policies apply to all CGG memberships unless otherwise noted in the corresponding program materials. Please read all individual program information thoroughly.

No Unlawful or Prohibited Use: As a condition of your use of the Service, you warrant and covenant that you will not use the Service for any purpose that is unlawful or prohibited by this TOS. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You understand that using the site for an illegal purpose or to transmit content that is unlawful, harassing, libelous, and invasive of another's privacy, harmful, vulgar, obscene, or otherwise objectionable, may result in removal of content and/or termination of your membership.

Special Notice for International Use: Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. If you are providing any Registration Data from any foreign country, you acknowledge and consent to such data and information being processed by CGG and its service providers in the United States and other third countries.

No Resale of Service: Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Intellectual Property Rights

Software: You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by CGG or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Software, if any, that is made available to download from the Service, excluding software that may be made available by end-users through the Service, is the copyrighted work of CGG and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software not accompanied by a License Agreement, CGG grants you a personal, non-transferable and non-exclusive right and license to use a single instance of the object code of such Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by CGG for use in accessing the Service. Any rights not expressly granted herein are reserved.

Trademarks

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CityGirls Group

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Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to CGG. Nothing in this TOS or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of CGG Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of CGG Trademarks will inure to our benefit.

Material Provided to CGG or Posted on the Service: CGG does not control all of the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the Service, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will CGG be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service.

You acknowledge that CGG does not pre-screen content, but that CGG and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via the Service. Without limiting the foregoing, CGG and its designees shall have the right to remove any content that violates the TOS or is deemed by CGG, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by CGG or submitted to CGG, including, without limitation, information in CGG events section, and in all other parts of the Service.

CGG does not claim ownership of the content or materials you provide to CGG or post, upload, input or submit to the Service (collectively "Submissions"), unless otherwise specified. However, by posting, uploading, inputting, providing or submitting your Submission you are granting CGG, its affiliated companies, necessary sub licensees and successors and assigns a nonexclusive, worldwide, royalty free, perpetual, non-revocable license to use your Submission in connection with the operation of the Services, including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

You also hereby grant CGG and those acting on behalf of CGG, the irrevocable unrestricted right to (i) use all content, including your postings, photographs posted by you, your likeness or photograph in any and all forms, media and manners now or hereafter known, without compensation of any kind and without restriction as to changes or alterations, for advertising, promotion, exhibition, or other lawful purposes. You hereby waive any right to inspect or approve any such content or materials produced or any finished products incorporating such content or materials. You hereby release and hold harmless CGG from any damages or liability relating to or arising from any use of or modification or alteration to any

such content or materials, including but not limited to claims for invasion of privacy or libel. You understand that CGG would not use such content or materials without you first agreeing to this TOS.

You acknowledge and agree that CGG may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of CGG, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Policy: CGG respects the intellectual property of others, and we ask our users to do the same. CGG will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act and other applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the www.citygirlsgroup.com site, with enough detail that we may find it on the web site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Interactions with Third Parties

Dealings with Advertisers: Your correspondence or business dealings with, or participation in promotions of, advertisers or promoters found on or through the

Service, including payment and delivery of tickets, related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or promoter. You agree that CGG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or promoters on the Service.

Hyperlinks to Third Party Websites: The Service may provide, or third parties may provide, links to other sites and resources on the Internet. Because CGG has no control over such sites and resources, you acknowledge and agree that CGG is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, events, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CGG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, events, goods or services available on or through any such hyperlinked site or resource.

Events and Interactions: The citygirlsgroup.com website and content available through the Service may contain features and functionalities that may link you or provide you with information about, or access to, third party content or events which are completely independent of CGG, including parties, events, concerts, web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including attendance at any event, payment and delivery of goods or services (including any event tickets), and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties or attending any event listed or promoted through the Service. You agree that CGG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or your attendance at any such event.

Release

By using the Services or attending any event listed on, or promoted through, the Services, you agree to release, discharge and hold harmless CGG (and our officers, directors, agents, affiliates subsidiaries, investors and employees) from any and all losses, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to the Services or any act or omission by any person, including without limitation, any dispute between you and any other person, any content posted on www.citygirlsgroup.com, your purchase or use of any ticket acquired through the Services, and your attendance at any event listed on, or promoted through, the Service. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time

of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes, without limitation, any claim resulting from delay, the criminal acts of others.

Indemnity

You agree to indemnify and hold CGG (and our officers, directors, agents, affiliates subsidiaries, investors and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to the Services, including without limitation, any event listed on, or promoted through, the Service, any content submitted, posted to or transmitted through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CGG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

CGG MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CGG OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR YOUR CHILDREN. CGG DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, CGG SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SERVICE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CGG SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CGG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Termination

You agree that CGG, in its sole discretion, may terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if CGG believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of service, may be referred to appropriate law enforcement authorities. CGG may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that CGG may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that CGG shall not be liable to you or any third-party for any termination of your access to the Service.

General

The TOS constitute the entire agreement between you and CGG and govern your use of the Service, superseding any prior agreements between you and CGG with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You and CGG agree to submit to the personal and exclusive jurisdiction of the courts located within

Massachusetts. The failure of CGG to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in the TOS are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

Your Privacy

At CGG we respect the privacy of our users. We will not sell or divulge your personal information to anyone without your permission, and only members you allow will see your profile. For details please see our Privacy Policy. By using the Services, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions? Please post your feedback or [Contact Us](#) to report any violations of the TOS or to pose any questions regarding this TOS or the Service. We are here to listen.