

## PlugIN Terms of Use

This website is maintained by PlugIN US, Inc., (“Plugin” or “We”) for the purpose of providing you with information about PlugIN’s services and facilities, and to enable you to make reservations, book events, create playlists prior to your visit, purchase merchandise and subscribe to our mailing list. These PlugIN Terms of Use (the “Terms of Use”) apply to your use of (1) the PlugIN website at <http://www.pluginkaraoke.com> and all related websites owned and operated solely by PlugIN (collectively, the “PlugIN Site”), (2) the reservation services made available by PlugIN through the PlugIN Site or by telephone (the “Reservation Services”), and (3) any other services or features made available by PlugIN through the PlugIN Site, the Reservation Services or otherwise.

We reserve the right to modify or update these Terms of Use at any time, with or without prior notice to you, for any reason including, without limitation, as laws and technologies change or we add or discontinue certain services or practices. Any such changes to the Terms of Use will supersede and replace any previous Terms of Use effective immediately upon posting to this page. It is your responsibility to periodically review the Terms of Use as posted here for any changes. Your continued use of the PlugIN Site after the posting of revisions to the Terms of Use will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the PlugIN Site if you do not agree with the Terms of Use and/or any changes thereto.

When you visit the PlugIN Site or Reservation Services, we collect information that can be used to identify you as an individual (“Personal Information”), which you provide voluntarily, and information about your usage of the PlugIN Site (non-personal or usage information), which we collect using cookies and other technologies as you browse the PlugIN Site.

If you want to join our mailing list, make reservations, book events, create a playlist, or purchase merchandise or gift cards from our online store, participate in any of our contests or promotions, or engage in other activities on the PlugIN Site, you will need to provide certain personal information to us. The specific information will vary depending on the

activity and may include your name, email address, postal address, phone number, credit card number and birth date and gender. If you are not interested in participating in such activities, you are still free to browse the PlugIN Site; however, if you want to use our services, you will need to provide us with the relevant information.

The content on the PlugIN Site is for informational purposes only, and is not to be used as valid reference for any legal purpose. Neither PlugIN, nor its shareholders, its managers or employees, will be held liable for any direct or indirect damage, monetary or other, caused to you through the use of or the reliance upon the services provided on the PlugIN Site, our online booking or Reservation Center, or the information and the content appearing on the same.

Providing false information may constitute a criminal offense. Users providing false information may face legal action, including being liable for damages to PlugIN or anyone on its behalf. PlugIN reserves the right to cancel a reservation due to false, incomplete or inaccurate information.

You will be charged the full cost of the transaction at the time you make a reservation. Approval of the transaction by the credit-card company is prerequisite for the acceptance of the transaction by PlugIN.

Upon completion of the reservation process, the system will generate a notification that will include all the information you entered, and a message indicating that the reservation was successful. Additionally, you will receive a confirmation via the email address you provided when making the reservation. You must present a valid form of photo ID and the credit card used to make the reservation at the time of the event.

Reservations are conditional upon the number of guests and may not exceed room capacity. Therefore, changing a reservation to include a greater number of guests is subject to availability.

Rates are based on the number of guests who are pre-approved to use the room. The minimal price is based on the type of room reserved.

Cancelation policy: a reservation may be canceled free of charge no later than 48 hours prior to the event. No refunds will be given on cancelations made later than 48 hours prior to the event.

The PlugIN Site enables secure purchases which are approved by leading credit-card companies.

PlugIN reserves the right to change its rates and policies at any time.

Appearance of room availability on the PlugIN Site does not constitute confirmation of availability. Only a notification and email message generated by the website as explained above constitute a final confirmation of a reservation.

We also collect non-personally identifiable information that cannot be associated with your personal identity, but gives us data about your location, your computer and how you use the Website. This information may include:

- browser and device information, including operating system;
- IP address;
- date and time you access the PlugIN Site;
- geographic location information;
- information about how you use the PlugIN Site; and
- the site that referred you to the PlugIN Site.

You understand and agree that PlugIN is the owner of the information it collects, including your Personal Information. We may use this information for any purpose relating to our business, subject to the prohibitions contained in these Terms of Use. In general, we may use information that we collect about you in the following ways:

- to fulfill orders for merchandise and gift cards;
- to analyze your use of, or interest in, our content;
- to communicate with you by email about upcoming reservations or events, and related products or services that we think may be of relevance;
- to help us develop and display content and advertising tailored to your interests;

- to enforce our Terms of Use; and
- to generally manage our business.

PlugIN may share your information about you with its third-party partners and advertisers for the limited purposes described herein. In addition, PlugIN shares corporate ownership with PlugIN Miami, LLC and PlugIN Global Ltd. Accordingly, PlugIN may disclose your information to its affiliated companies operating these ventures to enable them to market events they think you might be interested in. By submitting your personal information, you agree that we and our affiliates can provide you with this information. If at any point, you do not want to continue receive email messages from PlugIN or any of its affiliates, please follow the unsubscribe instructions in the relevant email.

We may also disclose your personal information to third party service providers we engage as contractors or agents to perform services for us, such as providing payment processing, providing services in connection with reservations and email marketing services. We share information with these contractors only to the extent reasonably necessary for them to perform these services on our behalf. We may use the information you provided when making a reservation, as well as any other information about you we collected through your use of the PlugIN Site, for the purpose of statistical analysis. PlugIN may provide statistical data to third parties, so long as it does not identify you personally.

We may also disclose your personal information:

- If you have defaulted on an obligation, or committed an action that may harm PlugIN or any third party;
- If you used the PlugIN services to commit an illegal act, or to enable, assist, encourage or facilitate such an act;
- If you breached the terms of these Terms of Use, or of any other agreement you may have with PlugIN or with anyone on its behalf;
- In any disputes, claims, demands or legal proceedings between you and PlugIN.

We may also disclose your personal information if we are legally compelled to do so. In other words, when the law requires it or when we have reason to believe that a disclosure is necessary or appropriate to address potential or actual injury or interference with the rights, property or operations of PlugIN or others. Finally, if we undergo a merger or acquisition, or sell or otherwise transfer substantially all the assets of PlugIN or its affiliates, or relating to PlugIN, your personal information may be transferred to our successor or assign.

We may also share aggregated non-personal information with third parties, including advisors, advertisers and investors, for general business analysis purposes.

The PlugIN Site and the Reservation Services are not directed to individuals under 18 years of age. We do not knowingly collect Personal Information from anyone under 18. If you are under 18, do not provide any information through the PlugIN Site or the Reservation Service or otherwise provide any information about yourself to us. PlugIN is not responsible for independently verifying the age of each of its users. Should you, as a user's parent or legal guardian, become aware that a user who is under the age of 18 has provided PlugIN with Personal Information, please notify us immediately by email at [info@pluginkaraoke.com](mailto:info@pluginkaraoke.com). PlugIN will make reasonable attempts to verify the information provided to us by the parent or guardian is accurate, and if it is determined the user is under the age of 18, any gathered information concerning such user will be deleted from our records.

If at any point, you do not want to continue receive email messages from PlugIN or any of our affiliates, you may opt-out from receiving further emails by following the unsubscribe instructions provided in the relevant email. Please allow up to ten (10) business days for your opt-out request to be processed.

PlugIN takes reasonable administrative and electronic measures designed to safeguard and protect your Personal Information from accidental loss or unauthorized access, disclosure, or use. Information we collect may be stored or processed on computers in any country where we do business. Although PlugIN strives to protect your Personal Information and privacy, no security method or firewall can be guaranteed to protect

information from hackers or human error, and we therefore expressly disclaim responsibility and/or liability for the loss, theft, destruction or inadvertent disclosure of your Personal Information. In the unfortunate event that your Personal Information is compromised, we may notify you by email at the last email address you have provided to us, in a reasonable time under the circumstances and as required under law. Delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system, as well as at the legitimate request of law enforcement should it be determined that such notification would impede a government investigation.

PlugIN retains the full intellectual-property rights and the copyright to its website design, and to any software, application, computer code, graphic file, text, and any other contents of the website. No copying, sharing, distributing, public presentation or conveyance to a third party of the above is permitted, absent written prior consent from PlugIN. The trademarks appearing on the website are the sole property of PlugIN, or of other parties who placed their trademarks on the website. No use may be made of these trademarks absent prior written consent by PlugIN or these other parties.

The songs, playlists, music videos, and any other content used by PlugIN are subject to copyright. No recordings or copies may be made in any manner of these contents, other than by means provided by PlugIN, and solely for personal and private use, with no commercial use of any kind.

For the avoidance of doubt, it is emphasized that no changing, copying, duplicating, transferring, storing, distributing, broadcasting, presenting, publicly performing, publishing, licensing, deriving, selling or renting of the content, or products, or symbols, trademarks, attributes etc. of the rights' owners, full or partial, is in any way permitted.

Any use of the PlugIN Site and/or the Reservation Services, its contents, products or services not expressly permitted by this agreement, are prohibited. Users may not use the website, its services, contents or products for any illegal purpose or in an illegal manner.

We respect the intellectual-property rights of others. If you think that your product has been copied in a manner violating any of your rights, you are invited and asked to inform PlugIN in writing immediately. Please contact: [info@pluginkaraoke.com](mailto:info@pluginkaraoke.com). Steps taken by PlugIN, if any, based on the information you supply, will not constitute recognition of any right or claim, or serve as proof of violation of any rights.

Some contents of the website were created by other parties, and PlugIN bears no liability regarding this content, or their permitted use on the PlugIn Site, the Reservation Service and/or in its venues, and such use is the sole risk of the user.

The use of the PlugIN Site is subject to the laws of New York. The sole jurisdiction of any issues arising from this agreement or from the PlugIN Site are with the authorized courts of New York.

Information on this website is conveyed electronically, and as such it may contain errors, omissions and imprecisions. Users are responsible for verifying information presented. PlugIN is not responsible for the misinformation, and not liable for any resulting damage, change or cancellation – including dates, times and locations.

PlugIN is not liable for refunds to customers due to cancellations of or changes to events, and its customers will not have any claims against PlugIN in such cases.

The website is operated by PlugIN US, Inc. For any inquiries please contact customer service: Tel. 1-844-4PLUGIN or email [info@pluginkaraoke.com](mailto:info@pluginkaraoke.com)

## PlugIN Policies

1. PlugIN policies pertaining to PlugIN's venue located at 801 Silks Run, Suite 2597, Hallandale Beach, FL 33009 (herewith "the Venue"), are subject to change from time to time.
2. Minors under the age of 18 may only be present at the Venue when accompanied by an adult. Moreover, minors under the age of 18 are not permitted on premise after 8pm, without prior written consent from a supervising adult and expressly allowed by PlugIN's management. Alcohol will not be served to anyone under the legal drinking age or to anyone not presenting a valid form of photo ID.
3. Adults must be over the age of 21 to enter the venue on Thursdays – Saturdays after 8pm.
4. Smoking is not allowed anywhere on premise.
5. We ask you to keep in mind that it is your responsibility to arrive on time, so that you can take full advantage of your reservation. We make every effort to have the room ready for you on the time specified in your reservation, but we cannot guarantee this beyond our reasonable efforts.
6. Please note that rooms are reserved for a specific and limited period of time. Other customers may reserve the room for a later time, and we require setup time to prepare the room in between reservations. For this reason, rooms must be vacated immediately upon the expiration of the timeframe specified in your reservation. An extension of a room usage beyond the time specified in the invitation is strictly subject to room availability. Failure to vacate the room in a timely manner will result in a penalty fee equal to the rate of two hours per guest.
7. Cancellation policy: a reservation may be canceled free of charge no later than 48 hours prior to the event. No refunds will be given on cancellations made later than 48 hours prior to the event.

8. For security purposes, entry into the premises may be subject to a search of a guest's personal belongings. No weapons of any kind are allowed on premise. To enable the enjoyment of others, guests are asked to conduct themselves appropriately. PlugIN's management reserves the right to remove or to prevent entry of any guest whose behavior or dress it finds inappropriate.
9. PlugIN will not be held responsible for personal belongings or valuables; the care for such items is the sole responsibility of guests.
10. When making a reservation and/or entering the premises, and providing your credit card information, you consent to charges made to your credit card as a result of any damage or loss caused to equipment or to furniture by any individual in your party in your reserved room, as well as charges resulting from failure to vacate the room in a timely manner.