

## END USER AGREEMENT

PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE USING ANY OF THE SERVICES DESCRIBED BELOW. BY USING THE SERVICES YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND POLICY AND THAT YOU AGREE TO BE BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, PROMPTLY EXIT THIS PAGE WITHOUT ACCESSING OR USING ANY OF THE SERVICES.

1. *The Service*: Subject to the terms of this Agreement, Wedding Estates, Inc. grants to you a limited, personal, non-transferable, and non-exclusive right to view information pertaining to privately owned real property which is available for licensed use for wedding ceremonies, celebrations and photography and for Wedding Estates, Inc. to act introduce you to the selected property owner(s) (the "Services") during the Term. Your use of the Services shall be strictly in accordance with this Agreement and our Acceptable Use Policy. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

### 2. *Payment*:

a. *For access to information regarding privately owned estates*: For access to and use of the Service, you agree to an annual subscription fee of \$79, which will provide you with access to information pertaining to the privately owned real property which may be used for wedding ceremonies, celebrations and photography. The Subscription Fee will be charged whether you use the Service or not. You are responsible for any taxes, including personal property taxes or sales taxes, resulting from your use of the Service. Payments not paid when due shall be subject to late charges equal to the lesser of (1) one and one-half percent (1.5%) per month of the overdue amount or (2) the maximum amount permitted under applicable law. You agree to pay all attorney and collection fees arising from efforts to collect any past due amounts from you.

b. *Estate Rental Fees*. The minimum estate fees starts at \$15,000.00. The Estate owners set their own fees for use of the estates. Wedding Estates, Inc. does not set or control those fees. Wedding Estates, Inc. will jointly assist you and the estate owner in preparing an agreement for use of the estate.

b. *Scouting*. For each estate you wish to visit ("scout") to determine whether to hire that estate, you will be charged a fee of \$150, which must be paid in advance. If you enter into an agreement with the estate owner to use an estate for your event, your scouting fee will be applied to the overall fee for the estate. Any fee paid to scout a property, that you do not rent or license the use of, is non-refundable, and earned when paid.

3. *The Parties' Responsibilities*: You agree to comply with our Conditions of Use Policy and all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export regulations and tax laws and regulations. You must enter into a written agreement with the estate owner before you will be able to use an estate for your wedding ceremony, celebration and/or photography.

4. *Term and Termination*: The term ("Term") of this Agreement shall commence upon your acceptance of this Agreement and payment of the annual subscription fee and shall continue for a period of twelve (12) months, unless earlier terminated as provided in this Agreement. You may terminate this Agreement by giving thirty (30) days' written notice to Wedding Estates, Inc.; however, the subscription fee will not be refunded nor prorated. Upon expiration of the notice period, your access to the Wedding Estates, Inc. database of privately owned properties will be terminated. Wedding Estates, Inc. may at any time and without advance notice modify or restrict your use of the Service if Wedding Estates, Inc. determines, in its sole discretion, that your use of the Service: (1) violates the Acceptable Use Policy; (2) violates any laws, regulations, court orders, or other governmental request or order which requires immediate action; (3) violates any intellectual property rights of Wedding Estates, Inc. or a third party; (4) violates any export or import regulations; (5) is disruptive or causes a malfunction of the Service; or (6) may expose Wedding Estates, Inc. to potential legal liability.

5. *Rights and Duties Upon Termination*: Upon termination of this End User Agreement, all rights to the Service terminate immediately. You remain liable for any fees for the use of any estate that you have entered into a written agreement with the owner. You are not entitled to a refund of the annual subscription fee upon termination. You are not entitled to the refund of any scouting fee paid by you upon termination. If this End

terminate immediately. You remain liable for any fees for the use of any estate that you have entered into a written agreement with the owner. You are not entitled to a refund of the annual subscription fee upon termination. You are not entitled to the refund of any scouting fee paid by you upon termination. If this End User Agreement is terminated, you agree not to re-register for or otherwise access the Service without Wedding Estates, Inc.'s prior written approval. Wedding Estates, Inc. and/or its agent may delete any data files associated with your use of the Service upon termination of this Agreement.

6. *Communications and Access:* WeddingEstates.com our Website will be accessible twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of Wedding Estates, Inc. or which are not reasonably foreseeable by Wedding Estates, Inc., including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. Scouting estates and negotiation of written agreements with the estate owners shall generally be conducted during normal business hours in the time zone where the estate is located, or at such times that are otherwise mutually agreed upon, between you, the estate owner and Wedding Estates, Inc.

7. *Incorporation of Website Terms and Conditions of Use.* The Terms and Conditions of Use for this use of WeddingEstates.com are expressly incorporated herein and made a part hereof.

8. *Exclusive Remedy:* Your sole right and exclusive remedy for breach of this Agreement by Wedding Estates, Inc. or if you are dissatisfied for any reason with the Service is to terminate this Agreement as provided in this Agreement.

9. *Indemnity:* You shall indemnify and hold Wedding Estates, Inc. harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney's fees and disbursements) which Wedding Estates, Inc. may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of your use of the Service, including the content of WeddingEstates.com or any information contained therein. To qualify for such defense and payment, Wedding Estates, Inc. must: (1) provide you with prompt written notice of a potential third party claim; and (2) allow you to control, and fully cooperate with you in, the defense and all related negotiations.

10. *Choice of Law and Venue:* This Agreement and Acceptable Use Policy shall be governed by the law of California. You agree that all actions or proceedings arising in connection with this Agreement or Acceptable Use Policy shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Los Angeles, State of California.

11. *General Terms:* Except as provided in this Agreement, any changes to this Agreement must be in writing and signed by Wedding Estates, Inc. and you. Your rights and obligations under this Agreement may not be assigned or transferred without written permission of Wedding Estates, Inc. If any provision of this Agreement is determined to be invalid, all other provisions will remain in force. Notice or other communication between you, and/or Wedding Estates, Inc., may be given by conventional first-class mail or by e-mail and are effective on the date received.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS.  
IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY CHOOSE NOT TO  
BECOME A USER OF THE SERVICES.