

# Fulfillment Policy

Last Updated: June 1, 2019

The following terms and conditions (the "Agreement") govern all use of the beingoodcompany.co website and event promotions ("Events") advertised and available on or at the beingoodcompany.co website (the "Site"). The Site is owned and operated by Mother, LLC ("Mother"). The Site is offered subject to your (the "User", "you" or "Ticket Purchaser") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Mother – including, without limitation, Pricing, Return, Privacy Policy and others. If you do not agree to this Agreement, please forego transacting on the site.

Mother receives and offers a return policy consistent with the policies herein.

## 1. Access & Membership

In order to purchase tickets to the events sold on the Site, the User may register on the Site (including filling out all required personal information). The User may opt out of marketing and promotional emails at the time of initial receipt via a provided unsubscribe option. The User may cancel their membership at any time by canceling online on the Site. To complete registration, the User shall provide an email address and credit card information. With regards to user registration, the User may never use another user's Mother account without permission from that user. The User is solely responsible for the activity that occurs on the User's account, and the User must keep its account password secure. The User must notify Mother immediately of any breach of security or unauthorized use of its account. Although Mother will not be liable for the User's losses caused by any unauthorized use of its account, the User may be liable for the losses of Mother or others due to such unauthorized use.

Mother may change, suspend or discontinue the Services, Products, fees, charges and terms at any time, including the availability of any feature or content. Mother may also impose limits on certain features and Services or restrict User's access to parts or all of the Services without notice or liability. The User certifies to Mother that if the User is an individual (i.e., not a corporation), the User is at least 18 years of age. The User also certifies that it is legally permitted to use the

Site, and takes full responsibility for the selection and use of the Site. This Agreement is void where prohibited by law, and the right to access the Site is revoked in such jurisdictions.

## **2. Modifications**

Mother reserves the right, at its discretion, to modify this Agreement, fees, charges and terms at any time. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Site by the User following such notification constitutes the User's acceptance of the changes in the terms and conditions.

## **3. Payments and Fees**

Mother may save User's credit or debit card information, unless the Member notifies Mother otherwise through an email to [info@mothermag.com](mailto:info@mothermag.com).

By accepting this Agreement, the User is confirming that it is legally entitled to use the means of payment tendered and, in the case of card payments, that the User is either the cardholder or have the cardholder's express permission to utilize the card to effect payment. Mother may refuse to process a transaction for any reason or refuse Service to anyone at any time at Mother's sole discretion. Mother will not be liable to User or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless stated otherwise, all fees and payments are quoted in U.S. Dollars. The User is responsible for paying all fees, payments and applicable taxes associated with our Site and Services.

## **4. Delivery of Tickets**

Confirmations are delivered electronically to all Purchasers of event tickets generally within a period of 24 hours. Ticket purchasers should report any issues or concerns with tickets to [info@mothermag.com](mailto:info@mothermag.com).

## **5. Return Policy**

If after purchase but before an event, the user desires a refund, please contact us as soon as possible. Users are entitled to a refund up to 72 hours prior to the event. All other requests will be evaluated on a one-on-one basis and Mother reserves to right to honor a refund outside of

this window. Refunds are generally not allowed after events have transpired unless at the discretion of Mother.

## **6. Release**

You release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes over expected value. You agree that Mother has no control over and does not guarantee the delivery of any merchandise from promoted sponsors of their events, and that Mother shall be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

## **7. Trademarks**

If you use any of our trademarks in reference to our Events, you must include a statement attributing that trademark to us. You must not use any of our trademarks in or as the whole or part of your own trademarks; in connection with activities, Products or Services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including the Site).

## **8. Indemnity**

You will indemnify and hold Mother (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## **9. Law and jurisdiction**

If a dispute arises between you and Mother, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with Events or subject matter or formation (including non-contractual disputes or claims) must be resolved by a court located in the State of California. Any dispute or claim arising out of or in connection with Agreement or its formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the State of California.

## **10. General**

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement. You acknowledge that you have all the necessary permits to grant us with User's personal data to fulfill this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.