



DEGY WORLD, LLC dba Degy World - Purchase Policy

EFFECTIVE DATE: DECEMBER 30, 2020

UNLESS OTHERWISE NOTED OR APPROVED IN WRITING, ALL SALES AND PURCHASES ARE FINAL, NON-REFUNDABLE AND NON-TRANSFERABLE.

This Purchase Policy (the "Policy") applies to any purchase made for any live or recorded event, video chat, virtual meet and greet, merchandise or other product or service made available through or hosted on the DEGY WORLD computer application (collectively, the "Platform"). By making a purchase through the Platform, you are entering a binding contract DEGY WORLD, LLC (hereinafter known as "Organizers", "Degy World" or "Our") and agree to the terms of this Policy. If you are making a purchase on behalf of someone else, the terms contained in this Policy shall also apply to that person(s), and it is your duty to inform such person(s) of this Policy.

1. Changes

Degy World reserve the right to make changes to this Policy from time to time in Degy World sole discretion without prior notice. Degy World will post such changes on Degy World's website. Such changes will be effective as of the date reflected at the top of this page and will only apply to purchases made after the effective date.

2. Other Terms and Policy

This Policy and your use of the Platform are subject to [VirBELA Terms of Use](#), [VirBELA Privacy Policy](#), and the [Event Farm Privacy Policy](#). The servers for which the software is operated on are owned, managed, serviced, and maintained by eXp World Technologies d/b/a VirBELA ("VirBELA"). Degy World, LLC is the operator of the software. If you make a purchase through Degy World's third-party ticketing website or platform ("Event Farm"), your purchase may be subject to additional terms and policies set forth by the [Event Farm Privacy Policy](#). You agree, however, that Degy World is not responsible for the acts or omissions of any Third-Party Site (i.e. VirBELA).

By making a purchase you acknowledge and agree to be bound by the terms and conditions set forth in this Policy, on any ticket, code or credential provided to you in connection with the purchase, as well as the [VirBELA Terms of Use](#), [VirBELA Privacy Policy](#) and [Event Farm Privacy Policy](#). If you do not agree to any of the foregoing, please do not purchase any ticket or service or attend any virtual experience (collectively, the "Event(s)") related to your purchase inside the Platform or enter into any transaction with Degy World.

3. Transaction Information

- **Purchases:** Before making a purchase, carefully review your Event and your selections, as all purchases are final and non-cancelable. To make a purchase, you must provide Degy World with a valid credit card number from the list of cards that Degy World can accept along with expiration dates, CVV code and billing information. You represent and warrant that any credit card and other registration information that you submit to Degy World is true, accurate and complete, and you agree to immediately notify Degy World if any information is inaccurate. You represent and warrant that you have the legal right to use any credit card(s) or other payment methods used in connection with a transaction. When making a purchase using a credit card, you authorize Degy World to charge your credit card at the time you submit your purchase request. You are solely responsible for any and all fees charged to your credit card by the card issuer, bank or financial institution, including, without limitation, any credit card membership, overdraft or over-the-credit-limit fees. Some banks and credit card companies impose fees for international transactions for which you are solely responsible.

- Fees: Unless otherwise noted, the total fee of your purchase is inclusive of all applicable sales or use taxes. Notwithstanding the foregoing, you shall pay and/or be responsible for paying any applicable taxes not included in the total fee regardless of when or upon whom such taxes may be levied, assessed or imposed. If DEGY WORLD is required to pay such taxes on your behalf, you shall reimburse DEGY WORLD for such taxes and any fees, penalties or interest paid by DEGY WORLD with respect to such sales or use taxes.
- Delivery: Tickets to access an Event in the Platform will be delivered to the email address that you provided during the ticket purchase process. You are prohibited from sharing or distributing those tickets or codes to any other person or party.
- NO REFUNDS, TRANSFERS OR EXCHANGES: ALL SALES AND PURCHASES ARE FINAL, NON-REFUNDABLE AND NON-TRANSFERABLE. THERE ARE NO REFUNDS OR EXCHANGES FOR ILLNESSES, EMERGENCIES OR ANY OTHER UNEXPECTED CIRCUMSTANCES AFFECTING YOUR ATTENDANCE AT THE EVENT. You may not resell, offer for resale or transfer any elements of your purchase without DEGY WORLD's consent, which may be withheld, conditioned or delayed in Degy World's sole discretion. Any resale in violation of applicable law will invalidate your purchase and revoke any license granted hereunder, including the license to attend an Event.
- NO USE FOR PROMOTIONS: You shall not use your purchase (or any element thereof), such as any ticket or code for an Event, for advertising, marketing, promotions or any other commercial purposes, including, without limitation, contests, auctions, sweepstakes and giveaways, without the express written consent of DEGY WORLD, which may be withheld, conditioned or delayed in Degy World's sole discretion.

4. Revocable License/Refusal of Admission

Your purchase of access to an Event [NB: Defined in Event.] is a revocable license. Degy World reserves the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from any Event and/or withdraw or refuse to begin services or provide access to any person, who violates this Policy, the Prohibited Uses provision in the Terms of Use, the rules of any Organizer (as defined in Section 5 below) of an Event and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by Degy World as disorderly, annoying, illegal, vulgar, abusive, threatening, uncomfortable, aggressive or out of compliance with this Policy or the applicable third party's terms, conditions, rules or policies (if applicable), (all of the above in this sentence, collectively, "Removal Behavior").

5. Cancelled or Postponed Events

The location, date and time of an Event and any other elements of a purchase are subject to change by DEGY WORLD, the Event organizer or other third party responsible for the staging of an Event or other elements of your purchase (collectively, the "Organizers"), respectively, in each of their sole discretion, and no such change shall entitle you to a refund or any other remedy in the event that you cannot attend for any reason due to such change. Degy World is not responsible for the actions of any other Organizers when an Event is canceled. Degy World will not issue any refund or exchange for postponement, relocation or cancellation of an Event, but may offer you the ability to use your purchased ticket to the reschedule Event. You are responsible for following instructions regarding rescheduled Event dates and times prior to attending.

In addition, Degy World will not be liable to you or any other party because of any cancelled, postponed or rescheduled Event or any failure to provide any goods and services due to fire, earthquake, rain, adverse weather conditions, flood or any other acts of God, power failures, electrical and mechanical

difficulties, strikes, lockout, work stoppages or other labor disturbances, governmental regulations or restrictions, terrorism, war, civil disturbances, epidemic, pandemic or any other cause or condition, whether similar or dissimilar to any of the foregoing, beyond the reasonably foreseeable control of DEGY WORLD or the Organizers (“Force Majeure”). Notwithstanding the foregoing, the inability of your computer and/or internet connection to connect you to the virtual experience or event is not the responsibility of the Organizers. Delay in the performance of this Policy caused by any Force Majeure shall not constitute a breach of this Policy or a ground for cancellation, suspension, or termination hereof.

6. Pre-Recorded Videos

In lieu of a live performance, at Degy World’s sole discretion, Degy World may elect to premiere exclusive pre-recorded videos/recordings (each, a “Recording”) from the musical artists, athletes, actors, performers, influencers, comedians and other talent and/or celebrities (each, a “Talent”) which was booked for that particular Event.

All performances shown in Degy World are licensed, not sold. You are buying the right/license to view the performance, not the actual ownership of the performance itself. Subject to your payment in full and this Policy, you are granted the limited, non-exclusive, royalty-free, fully paid, worldwide, sublicensable (only in connection with your use of the video/recording), revocable license to view the Artist performance while in Degy World for the Event but not for public exhibition, display or distribution

7. Publicity Release and Privacy Policy

By attending an Event or participating in an Event , you (on behalf of yourself and those with whom you purchased a ticket) hereby irrevocably grant to DEGY WORLD and its members, affiliates, designees, successors, assigns and licensees, the worldwide right to film and otherwise record your avatar and use your name, avatar’s image and likeness in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with other events produced by DEGY WORLD or any of DEGY WORLD’s affiliates and hereby release DEGY WORLD and each of their respective designees, successors, assigns, licensees and affiliates from any liability with respect thereto.

Except as expressly authorized by DEGY WORLD or a third party authorized by DEGY WORLD, you (on behalf of yourself and those with whom you purchased a ticket) may not film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio and/or visual content captured by any means of an Event or while using the Platform.

Any information that you provide in connection with any purchase or an Event will be used and shared by Degy World as set forth in the [VirBELA Privacy Policy](#).

8. Representations and Warranties

Without limiting anything set forth in this Policy, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with an Event, a Personal Recording and/or activities corresponding to your transactions with DEGY WORLD; (b) you are of sufficient legal age and authority to enter into any transaction with DEGY WORLD, to attend an Event and to create legal binding obligations for any liability you may incur as a result of entering into this Policy; (c) you are an authorized user of the credit or debit card used enter into any transaction with DEGY WORLD; and (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by DEGY WORLD and/or any applicable third party.

9. Disclaimers



ALL EVENTS, SERVICES (INCLUDING PERFORMANCE(S)), ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DEGY WORLD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

DEGY WORLD does not warrant that Events will be uninterrupted or error-free or the quality of any video or sound. You acknowledge and agree by attending an Event that you may be subject to and assume the risk of loud music and sounds, strobe, hydro, pyrotechnic, animatronic, fireworks, lighting and other special effects, including, without limitation, flashing lights, rapidly changing or alternating images, laser projections, offensive language or other vulgar or obscene material or actions and the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at an Event. Individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects, should consider this warning before attending an Event, as such, special effects may cause or induce seizures, diminished or hearing loss and other health conditions.

10. Release and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN WHOLE OR IN PART, DEGY WORLD, ORGANIZERS, AND ANY OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, OWNERS, MEMBERS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR, AND YOU HEREBY RELEASE THE RELEASEES FROM AND AGREE NOT TO SEEK ANY CLAIM AND/OR RELIEF (INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF) INVOLVING, LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ATTENDANCE AT AN EVENT OR THE USE OF, OR INABILITY TO USE, THE PLATFORM, THE MATERIALS AND/OR FACILITIES OR PRODUCTS, GOODS AND/OR SERVICES OFFERED AT OR IN CONNECTION WITH AN EVENT, INCLUDING, BUT NOT LIMITED TO, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF DEGY WORLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IF THIS CLAUSE IS UNENFORCEABLE, IN WHOLE OR IN PART, IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF THE RELEASEES FOR ALL DAMAGES, LOSSES AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, DIRECTLY TO DEGY WORLD FOR ANY CORRESPONDING EVENT, PRODUCTS, GOODS AND/OR SERVICES.

You further agree to waive all rights under Section 1542 of the California Civil Code (or any other similar provision in any other state or territory of the United States or other jurisdiction), which provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. Indemnification

You agree to defend, indemnify and hold harmless the Releasees from and against any and all liabilities, claims, damages, costs and expenses, including attorneys' fees, arising out of or in connection with (a)



your purchases under this Policy and any transaction with DEGY WORLD and/or use of the Platform; (b) your use of any Third-Party Site; (c) your violation or breach, or alleged violation or breach, of this Policy, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein; (d) your attendance at or in connection with an Event, including, without limitation, any Removal Behavior or other actions or omissions by you. Degy World reserves the right to take exclusive control and defense of any claim, and you will cooperate fully with Degy World in asserting any available defenses.

12. Governing Law/Statute of Limitations

This Policy and any purchase under this Policy shall be governed by the laws of the State of Florida, without regard to its choice of law principles. In the event arbitration does not apply, you and Degy World irrevocably submit to the jurisdiction of the state and federal courts of West Palm Beach, Florida with regard to any dispute arising out of or relating to this Policy or any Event. Unless otherwise permitted by law, no action arising out of or relating to this Policy or the transactions it contemplates may be commenced against Releasees more than 12 months after the basis for such claim could reasonably have been discovered.

13. Arbitration Provision and Class Action Waiver

You and Degy World agree that any dispute, claim or controversy between you and Degy World arising in connection with or relating in any way to this Policy, any Event or any purchases will be determined by mandatory binding individual (not class) arbitration. You and DEGY WORLD further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this arbitration provision or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow these terms and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these terms.

You and DEGY WORLD both agree that nothing in this arbitration provision will be deemed to waive, preclude or otherwise limit either of Degy World's rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of competent jurisdiction or (3) any action seeking injunctive relief or damages for a violation of DEGY WORLD's or any Artist's intellectual property rights in a court of competent jurisdiction. In addition, this arbitration provision does not stop you or Degy World from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against Degy World on your behalf (or vice versa).

14. California Consumer Notice

UNDER CALIFORNIA CIVIL CODE SECTION 1789.3, CALIFORNIA CONSUMERS ARE ENTITLED TO THE FOLLOWING SPECIFIC CONSUMER RIGHTS NOTICE: THE COMPLAINT ASSISTANCE UNIT OF THE DIVISION OF CONSUMER SERVICES OF THE CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS MAY BE CONTACTED IN WRITING AT 1625 NORTH MARKET BLVD., SUITE N 112, SACRAMENTO, CA 95834, OR BY TELEPHONE AT -916-445-1254 OR 1-800-952-5210.

15. Miscellaneous

This Policy and other terms and policies incorporated herein, constitute the entire and only agreement between you and DEGY WORLD with respect to your purchase and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Policy. Nothing contained in this Policy will be deemed to constitute



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either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. If any provision of this Policy is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Policy and shall not affect the validity and enforceability of any remaining provisions. This Policy may not be changed, waived or modified except by DEGY WORLD as provided herein or otherwise by written instrument signed by DEGY WORLD. Neither this Policy nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with DEGY WORLD's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. DEGY WORLD may assign, transfer or delegate this or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Policy is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.