

# I. Creating With Friends PRIVACY POLICY

This Privacy Policy was last updated on January 30, 2019.

## A. Definitions and legal references

Our Future Online, LLC hosts the page [www.CreatingWithFriends.Com](http://www.CreatingWithFriends.Com). Facebook hosts [www.Facebook.com/CreatingWithFriends](http://www.Facebook.com/CreatingWithFriends). BrownPaperTickets.com provides ticket sales and processing. All collects some personal data about users.

### a. Definitions and legal references

#### 1. Personal Data (or Data)

Any information regarding a natural person, a legal person, an institution or an association, which is, or can be, identified, even indirectly, by reference to any other information, including a personal identification number.

#### 2. Usage Data

Information collected automatically from this Application (or third party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

#### 3. User

The individual using this Application, which must coincide with or be authorized by the Data Subject, to whom the Personal Data refers.

#### 4. Data Subject

The legal or natural person to whom the Personal Data refers.

#### 5. Data Processor (or Data Supervisor)

The natural person, legal person, public administration or any other body, association or organization authorized by the Data Controller to process the Personal Data in compliance with this privacy policy.

#### 6. Data Controller (or Owner)

The natural person, legal person, public administration or any other body, association or organization with the right, also jointly with another Data Controller, to make decisions regarding the purposes, and the methods of processing of Personal Data and the means used, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

#### 7. This Application

The hardware or software tool by which the Personal Data of the User is collected.

## **8. Cookies**

Small piece of data stored in the User's device.

This Privacy Policy ("Policy") sets forth the privacy policies that apply to your use of [HTTP://WWW.CREATINGWITHFRIENDS.COM](http://www.creatingwithfriends.com) or any of our other websites (collectively, the "Site") and any other services or products and any related software applications (collectively, the "Service") offered and/or operated by Creating With Friends ("CWF" or "we" or "our" or "us"). By visiting our Site or otherwise signing up for and/or using our Service, you are subject to these privacy policies. CWF is concerned about your privacy and wants you to be familiar with how it collects, uses and shares your information. This Policy outlines the type of information that we collect and receive from you while you are using our Site or other Service. Additionally this Policy identifies the ways in which we process, and sometimes share, such information and what control and choices you have with regard to the collection and use of your personal information. Please review this Policy carefully, especially before providing any personal information through our Site or other Service. Our Site and Service are operated in and controlled from the United States of America. If you have any questions about this Policy or don't see your concerns addressed here, please use the contact information provided at the end of this Policy to contact us.

Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Data collection.

The Personal Data may be freely provided by the User, or collected automatically when using this Application.

Any use of Cookies - or of other tracking tools - by this Application or by the owners of third party services used by this Application, unless stated otherwise, serves to identify Users and remember their preferences, for the sole purpose of providing the service required by the User.

Failure to provide certain Personal Data may make it impossible for this Application to provide its services.

Users are responsible for any Personal Data of third parties obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

## **B. Mode and place of processing the Data**

### **9. Methods of processing**

The Data Controller processes the Data of Users in a proper manner and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Data Controller, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Data Controller at any time.

## **10. Place**

The Data is processed at the Data Controller's operating offices and in any other places where the parties involved with the processing are located. For further information, please contact the Data Controller.

## **11. Retention time**

The Data is kept for the time necessary to provide the service requested by the User, or stated by the purposes outlined in this document, and the User can always request that the Data Controller suspend or remove the data.

## **C. The use of the collected Data**

The Data concerning the User is collected to allow the Owner to provide its services, as well as for the following purposes: Analytics, Contacting the User, Remarketing and Behavioral Targeting and Handling payments.

The Personal Data used for each purpose is outlined in the specific sections of this document.

## **D. Detailed information on the processing of Personal Data**

Personal Data is collected for the following purposes and using the following services:

- 1) Analytics**
- 2) Contacting the User**
- 3) Handling payments**
- 4) Remarketing and Behavioral Targeting**

## **E. Additional information about Data collection and processing**

### **1. Legal action**

The User's Personal Data may be used for legal purposes by the Data Controller, in Court or in the stages leading to possible legal action arising from improper use of this Application or the related services.

The User declares to be aware that the Data Controller may be required to reveal personal data upon request of public authorities.

### **12. Additional information about User's Personal Data**

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

### **13. System Logs and Maintenance**

For operation and maintenance purposes, this Application and any third party services may collect files that record interaction with this Application (System Logs) or use for this purpose other Personal Data (such as IP Address).

### **14. Information not contained in this policy**

More details concerning the collection or processing of Personal Data may be requested from the Data Controller at any time. Please see the contact information at the beginning of this document.

## **15. The rights of Users**

Users have the right, at any time, to know whether their Personal Data has been stored and can consult the Data Controller to learn about their contents and origin, to verify their accuracy or to ask for them to be supplemented, cancelled, updated or corrected, or for their transformation into anonymous format or to block any data held in violation of the law, as well as to oppose their treatment for any and all legitimate reasons. Requests should be sent to the Data Controller at the contact information set out above.

This Application does not support “Do Not Track” requests.

To determine whether any of the third party services it uses honor the “Do Not Track” requests, please read their privacy policies.

### **F. What this Privacy Policy Covers:**

The practices described in this Policy only apply to the following:

Information collected online on this Site.

### **G. What this Privacy Policy Does Not Cover:**

This Policy does not cover any of the following:

Information you give to us offline, for example when you send a letter to our business address or leave a message on our voicemail system.

This Policy will be posted on this Site for your review and from time to time as part of registering or providing information in connection with this Site or other Service, we may provide you with a short notice reminding you to refer to this Policy and other relevant information from us when using our Site or other Service.

**PLEASE REVIEW THIS POLICY AND THE TERMS OF USE FOR THIS SITE AND/OR SERVICE CAREFULLY. YOUR USE OF THIS SITE AND/OR SERVICE SIGNIFIES YOUR AGREEMENT TO SUCH POLICY AND TERMS OF USE.**

### **H. WHAT TYPES OF INFORMATION CWF COLLECTS**

Our goal is to collect and use only that information that we think is required for our legitimate business interests, in order to better understand your interests and to improve your experience of using our Site or other Service. In order to do so, we collect the following types of information:

#### **16. Personally Identifiable Information**

Personally identifiable information is any information that identifies a living individual, such as your first and last name, mailing address, phone number, mobile phone number email address, photograph, credit/debit card number and expiration date (or other payment-method information), login ID, member name and password and other information about a specific individual that identifies the individual (“Personally Identifiable Information”). When you sign up for or use the Site or other Service, CWF collects some amount of Personally Identifiable Information from you. Unless stated otherwise at

the point of collection, we will treat any such Personally Identifiable Information that you submit about other people in accordance with this Policy.

## **I. HOW CWF USES INFORMATION**

### **17. Personally Identifiable Information.**

We will use your Personally Identifiable Information for the purposes for which it was provided. For example, CWF may use your Personally Identifiable Information to notify you of changes to the event for which you registered, to let you know about special opportunities and other events you may be interested in, and to request your participation in surveys or other promotions. All of our newsletters and other general email marketing communications also include an 'unsubscribe' opt-out link that you may use to ask that we discontinue such emails to you.

### **18. Aggregate Information**

CWF also combines your usage information for the Site or other Service with that of other users ("Aggregate Information") to determine which features and areas of the Site or other Service are most popular. Aggregate Information does not contain any of your Personally Identifiable Information. By collecting and analyzing this data, CWF can improve the Site or other Service.

### **19. Interest Based Advertising**

CWF will show you ads based on information that we, or agencies that CWF utilizes, have collected or received about your activities and interests based on your online activities. CWF also does not target ads to users based on sensitive health data, including cancer, mental health-related conditions, and sexually-related areas. If you don't want to receive interest based advertising you can [OPT OUT](#).

## **J. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

### **20. Social Media Plug-Ins and Sharing with Other Sites You May Authorize**

Social media plug-ins of social networks, which may include but are not limited to Facebook, Twitter, Tumblr and Pinterest, may be integrated into our Site and other Services. Where our Site or other Service contains a plug-in to a social networking site, these are clearly marked (i.e. with a button). If you choose to click on one of these buttons or links, your browser will connect directly to the servers of the relevant social networking site. The social media network directly transmits the content of the plug-in to your browser. CWF assumes no responsibility or liability for the actions of such third parties with respect to their use of your information or otherwise. Accordingly, make sure you are aware of and comfortable with the privacy policies of any third parties that you authorize to gather information from CWF.

### **21. THIRD PARTY ADVERTISING AND LINKS TO OTHER SITES**

CWF does not control the privacy policies of third parties that have Web sites linked to the Site. If you click on an advertisement or link, the privacy policies of the Web site that you link to will govern the use of your information by that Web site's operator. CWF assumes no responsibility or liability for the actions of such third parties with respect to their use of your information or otherwise. Accordingly, make sure you are aware of and comfortable with the privacy policies of any third-party Web sites you link to.

## **K. HOW WE PROTECT AND SECURE YOUR INFORMATION**

We maintain security measures in place in order to attempt to protect against the loss, misuse and alteration of the Personally Identifiable Information under our control. Please be advised, however, that the Internet and other various networking communication media are not entirely secure, and your information may therefore be subject to interception or loss which is beyond our control. While we strive to protect your Personally Identifiable Information, we cannot ensure or warrant the security of any Personally Identifiable Information you transmit to us. Any transmission is done at your own risk. Accordingly, CWF assumes no responsibility or liability for disclosure of your information (personally identifiable or otherwise) due to errors in transmission, unauthorized third-party access or other causes beyond CWF's reasonable control.

## **22. APPLICABLE LAW**

We control and operate the Site and any other Service from the State of Maryland in the United States. The interpretation and application of this Privacy Policy shall be governed by the laws of the United States and the State of Maryland without regard to its conflict of law provisions. This Site or other Service is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. Please note that we do not represent or warrant that the Site or other Service is appropriate for use in any particular jurisdiction. Those who choose to access the Site or other Service do so at their own initiative and are responsible for complying with all local laws, rules and regulations. If you are located in a country outside the United States and submit personal information to us, you are consenting to the transfer, processing, storage and use of that information in the United States as provided in this Policy.

## **II. ACCEPTANCE OF THIS PRIVACY POLICY**

When you use the Site or other Service, you are accepting the terms and conditions of this Policy, and CWF will have the right to use your Personally Identifiable Information or other information about you as described in this Policy. If you do not agree to have your information used in any of the ways described in this Policy, you must not use the Site or other Service and you must follow the opt-out provisions above. If you have questions or concerns about this Policy, please contact Customer Support or write to CWF at the contact address listed below.

## **III. CHANGES TO THIS PRIVACY POLICY**

From time to time, we may revise this Policy to reflect industry initiatives, changes in the law or technology, or changes in our practices regarding information collection and use. You can determine when this Policy was last revised by referring to the 'Last Updated' legend at the top of this page. Any changes to this Policy will become effective upon posting of the revised Policy on the Internet, accessible through the Site. By continuing to use the Site or other Service following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Policy, as it may be amended from time to time, please do not continue using the Site or other Service. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to this Policy would render this an illusory or unenforceable contract, such changes shall be applicable on a

prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid this Policy being deemed illusory or unenforceable.

## **IV. PRIVACY POLICY AND COMMUNICATION WITH YOU**

Any personally identifying information submitted through the CWF Service is subject to CWF's Privacy Policy, the terms of which are incorporated herein by reference.

By using the CWF Service, you are expressly and/or impliedly consenting to receive communications, electronic or otherwise, from CWF. For example, CWF may send you newsletters about new CWF features, special offers, promotional announcements and customer surveys via email or other methods. For CWF's Canadian customers, your express and/or implied consent begins from the moment you utilize the CWF Service, and lasts until you (a) inform CWF that you no longer wish to receive such communications or (b) two years, whichever period is shorter. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply email [info@CreatingWithFriends.Com](mailto:info@CreatingWithFriends.Com) and ask to be removed from such future correspondence. You may also contact CWF by regular mail at 1952 Stanhope Rd, Dundalk, MD 21222 USA.

In addition, by utilizing the CWF Service you expressly and/or impliedly consent to receiving electronic communications from CWF relative to your purchase, including notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information), and information concerning or related to the CWF Service. These communications are part of your relationship with CWF and you receive them as part of the CWF Service. You agree that any notice, agreements, disclosure or other communications that CWF sends to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

CWF will not sell your email address to any third party.

### **PROMOTIONS**

CWF promotions may not be combined with any other offers or your Ticket.

You may cancel your evening with CWF at any time. However, there are no refunds or credits for unused promotional tickets.

CWF may offer a number of special promotional tickets with different limitations. Some of these promotional tickets are offered by third parties in conjunction with the provision of their own products and services. CWF is not responsible for the products and services provided by such third parties. CWF reserves the right to modify, terminate or otherwise amend CWF offered promotional tickets.

### **L. BILLING**

By purchasing a Ticket, you are expressly agreeing that CWF is authorized to charge you a fee at the then current rate for such Ticket, and any other charges you may incur in connection with your use of the CWF Service to the Payment Method you provided during your Ticket purchase. Please note that prices and charges are subject to change with notice.

As used in these Terms, “billing” shall indicate either a charge or debit, as applicable, against your Payment Method. The Ticket fee will be billed on the day you purchase the Ticket and not on the day you utilize the Ticket.

You acknowledge that the amount billed for each Ticket you purchase may vary from day to day for reasons that may include differing amounts due to promotional offers, and you authorize CWF to charge your Payment Method for such varying amounts.

Ticket fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR UNUSED OR PARTIALLY USED TICKETS. Your Ticket never expires. At any time, and for any reason, CWF may provide a refund, discount, or other consideration (“credits”) to some or all of CWF’s customers. The amount and form of such credits, and the decision to provide them, are at CWF’s sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate CWF to provide credits in the future, under any circumstance. CWF may change the fees and charges in effect, or add new fees and charges from time to time, but CWF will give you advance notice of these changes by email.

CWF will bill the Ticket fee to the Payment Method you provide to CWF during your purchase of the Ticket.

## **M. RIGHT TO TERMINATE**

CWF reserves the right to terminate or restrict your use of the Service, without notice, for any or no reason whatsoever.

CWF does not warrant that any of the events or materials used in connection with the Service, nor does CWF warrant the operation of the Service.

## **N. SOCIAL MEDIA**

You can connect CWF to your Facebook or other social media accounts (“Social Media Accounts”). If you choose to connect your account with any Social Media Accounts, you will be able to take advantage of various social features CWF may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on CWF) that you are a CWF customer as well as what you have painted, eaten or had to drink, with whom you attended an event, and other information about your use of the CWF Service. You will also be able to see similar information about your Facebook friends who are connected with CWF. In addition, CWF may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and “Likes.” Please pay careful attention to your Facebook Connect settings in “Your Account” as well as your Privacy Settings in your Social Media Accounts which will impact this feature and may give you some control over the information that is shared and with whom it is shared.

BY CONNECTING THE CWF ACCOUNT TO ANY SOCIAL MEDIA ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE RELEVANT SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNT). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR CWF ACTIVITY, TO BE SHARED IN THIS MANNER, PLEASE

CONTACT CWF AT [INFO@CREATINGWITHFRIENDS.COM](mailto:INFO@CREATINGWITHFRIENDS.COM) TO HAVE YOUR INFORMATION REMOVED. CWF and social media companies are continually making changes and improvements to this feature, and therefore the available features and information that are shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms

## **O. CUSTOMER REVIEWS**

CWF encourages you to post reviews of CWF events through the Service. CWF reserves the right to promote, reject, remove or edit such content at any time without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on CWF or its personnel, misleading information regarding the origin of the content; or a discussion of CWF policies or services. You understand and agree that CWF may, but is not obligated to, review the content and may delete or remove it (without notice) in CWF's sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, CWF WILL DISPLAY YOUR RATING OF EVENTS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF AN EVENT, TO A PUBLIC FORUM, INCLUDING OTHER CUSTOMERS OF, AND VISITORS TO, THE CWF SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW AN EVENT FEATURE.

The Review an Event feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

## **P. AGE RESTRICTION**

The CWF Service is for all ages. Minors must be accompanied by an adult OR babysitter (age 14 -18) with signed parental waiver. CWF is not responsible in any manner for checking IDs at venues where alcohol is available for purchase. CWF has the right to request that you present a valid form of identification demonstrating your age, in which circumstance you agree that you will comply with such request.

## **Q. VENUE**

At the Event, you may encounter third-party services ("TPS"), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and CWF is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage charges.

SUCH TPS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY CWF. Some of these TPS may even use CWF trademarks in connection with your Event. CWF is not responsible for and does not endorse the content of such TPS. You will need to make your own independent judgment regarding your interaction with these TPS. By using such TPS, you acknowledge and agree to the following: (i) your use of any TPS may cause personally identifying information, such as a photo, to be publicly disclosed and/or associated with you, even if CWF has not provided such information, and (ii) your use of any TPS IS AT YOUR OWN OPTION AND RISK. You agree to indemnify and hold CWF harmless, as set forth in Section XXXIII hereof, for the sharing of information

or the receipt of TPS relating to your Event that results from your use of any TPS. You further agree to indemnify and hold CWF harmless, as set forth in Section XXXIII hereof, from all claims that in any way involve or relate to the provision of TPS. If you have any questions, concerns, complaints, or claims about a particular TPS, you should contact the support or contact personnel of the particular TPS provider and not CWF, unless otherwise indicated by CWF. CWF DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF TPS. You agree to defend and indemnify CWF, as set forth in Section XXXIII hereof, for any and all claims made as the result of the provision of TPS at your Event

## **R. UNAUTHORIZED USE**

CWF creative entertainment projects are developed by, and for, CWF. With the exception of your creative entertainment project at the Event, you may not copy or reproduce CWF creative entertainment projects or any portion thereof, and you may not sell, lease or distribute any reproduction of any CWF creative entertainment project, including the creative entertainment project that you create at your Event. Any unauthorized uses of CWF creative entertainment projects or the Website are strictly prohibited.