



TIME OUT TERMS OF SERVICE

TIME OUT AND TIME OUT MARKET USA

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1 IMPORTANT INTRODUCTION

These are the Time Out and Time Out Market websites (www.timeout.com and www.timeoutmarket.com) ("Website") terms and conditions of use ("Terms"), which apply to the use of the Time Out and Time Out Market (collectively referred to as "Time Out") Website by end users. By accessing the Website you agree to be bound by: (i) these Terms; and (ii) Time Out's Privacy Policy, found here and incorporated herein by reference. If you do not agree to these Terms or the Privacy Policy then you are not entitled to enter this Website.

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE "DISPUTE RESOLUTION" SECTION BELOW, AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION" SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND TIME OUT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

These Terms constitute an agreement between us and contain the entire terms of your use of the Website and all matters which are referred to herein. These Terms supersede any prior written or oral agreement between us relating to such matters. We may change these Terms from time to time in our sole discretion and you agree to be bound by such changes. You should periodically review this site for such changes. Nothing in the Terms shall be deemed to confer any third-party rights or benefits.

You confirm that, in agreeing to accept these Terms, you have not relied on any representation that is not expressly included in these Terms. You may only use the Website for your personal and non-commercial use.

The Website is controlled and offered by Time Out from its facilities in the United States of America. Time Out makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website for other jurisdictions do so at their own volition and are responsible for compliance with local law.

2 GRANT OF LICENSE

These Terms provide you, the User, with a personal, revocable, nonexclusive, nontransferable license to use this Website conditioned on your continued compliance with these Terms. Users may print and download materials and information on this Website solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Except as otherwise expressly permitted herein, a User may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, scrape, mirror, frame, or otherwise use any information or material obtained from or through this Website. Time Out may permit you to use certain applications for limited purposes such as using the embeddable media player to show videos on your blog or web site for noncommercial purposes. You may not modify, build upon, or block any portion of the embeddable media player in any way. As a further condition of use of this Website, all Users warrant to Time Out that they will not use this Website for any purpose that is unlawful, prohibited by any applicable regulation or is otherwise inconsistent with these Terms.

3 USER ACCOUNTS

In order to use some parts of the Website, you may need to create an account. You must never use another Website user's account. You must provide full and accurate information when you create your account with us. You are solely responsible for the activity that occurs on your account regardless of whether you know about such activity, so we suggest that you keep your account password secure. You must notify us immediately if you are aware of any unauthorized use of your account.

When joining Time Out via a User account you will be asked to create an account which you can do via a number of social network accounts or with an email address and secure password. When logging in or creating an account via a social network the Time Out appointed supplier Auth. will ask the nominated application for permission to access

selected data, which enables the service to work – for example your "friends" list. This data is stored by Time Out with your profile. You can choose what personal information is displayed on timeout.com. When you login to the Website using social networks the application will check for any changes stored by Time Out and update your Time Out profile accordingly. Additionally if you amend details about yourself within your account profile this data will be retained as the master copy of your data. If you choose to deactivate your Time Out account all your data is deleted from Time Out within the set time period outlined at deactivation. Please note however, that our servers may maintain your information on backup copies and that such information may not be immediately deleted.

4 USER SUBMISSIONS

We may now or in the future allow the submission to the Website of videos and/or other communications or materials by users of the Website (collectively "User Submissions").

User Submissions must comply at all times with these Terms and with any separate terms and conditions relating to such User Submissions that we may publish on the Website from time to time.

A review is your description of the experience you had with friends, family or on your own at a restaurant, event, bar, venue, attraction or exhibition. We encourage reviews that are informative, entertaining and helpful for others and an explanation of what you enjoyed or didn't.

By submitting a User Submission review to the Website you agree that the review is based on your own experience and is your genuine opinion, that you have no personal or business relationship with what you are reviewing and have not been offered any incentive or payment to write your review.

You acknowledge and agree that Time Out has a zero-tolerance policy on fake reviews.

By submitting User Submissions to the Website you hereby grant:

(a) to Time Out a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive license and right to use, reproduce, share, copy, modify, publish, edit, translate, reformat, host, aggregate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sub-licensees; and

(b) to each user of the Website, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, license to access the User Submissions through the Website.

By submitting User Submissions to the Website you warrant, represent and undertake to us that you have full power and authority to grant the rights and licenses relating to the User Submissions set out in these Terms and the User Submissions you submit:

- (i) do not infringe any third party's intellectual property rights (including without limitation copyright and/or trademarks), other proprietary rights or rights of publicity or privacy; and
- (ii) do not violate any law, statute, ordinance or regulation; and
- (iii) are not defamatory, libellous, unlawfully threatening or unlawfully harassing; and
- (iv) are not obscene or pornographic; and
- (v) do not violate any laws regarding unfair competition, anti-discrimination or false advertising; and
- (vi) do not include e-mail addresses, urls or phone numbers or any other personally identifiable information; and
- (vii) are not a report of someone else's experience.

Millions of Time Out users like you rely on both our reviews and other users reviews when looking for inspiration and how to get the best out of the city. Helpful reviews should be:

- a) User-friendly – No profanity, threats, prejudiced comments, hate speech, sexually explicit language, or other content that is not appropriate for other users
- b) Those that detail first-hand experiences.
- c) Unique and Independent – You should write one review on any given event, restaurant, or attraction.
- d) Original – No substantially quoted material from other sources, including (but not limited to) websites, e-mail correspondence, other reviews, etc.
- e) Non-commercial - No promotional material of any kind, including self-promotional URLs. We reserve the right to reject any URL, e-mail address, or phone number for any reason.
- f) Submitted by persons over the age of 13
- g) Submitted with a valid e-mail address
- h) Submitted with no HTML tags and no excessive ALL CAPS, slang, or typographic symbols.

We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities or any infringement of any other intellectual property rights on the Website. We reserve the right to remove the User Submissions without notice for any reason in our absolute discretion, including, without limitation, breach of the User Submission Conditions and/or breach of any intellectual property rights.

Time Out allows the management or representatives of events, venues, restaurants or attractions to respond to reviews written by users on the Website and these should be identified by your user account. Time Out reserves the right to remove a review or management response at any time for any reason.

If you believe any of the User Submissions on the Website are inaccurate, offensive, indecent, objectionable or infringe any intellectual property rights please contact us.

You acknowledge that when using the Website, you may be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

We encourage you to share your opinion about a feature we've written or a review that has been written by us or by one of our users. We like comments that are your view of another's opinion and are constructive – whether or not you agree with that opinion.

5 NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES

You agree to accept all communications from Time Out regarding use of the Website at the addresses you provide to Time Out. Time Out is entitled to rely on the e-mail address and mailing address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail address or mailing address not communicated to Time Out. You agree to be bound by any affirmance, assent or agreement you transmit through the Website. You agree that, when in the future you visit the Website, your agreement or consent to these Terms will be legally binding and enforceable and the legal equivalent of your handwritten signature.

6 INTELLECTUAL PROPERTY RIGHTS

All material contained on this Website, unless otherwise indicated, is protected by law to the fullest extent possible including, but not limited to, United States copyright, trade secret, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided for in this Agreement, nothing contained on this Website shall be construed as granting a license or other rights to you in any intellectual property of Time Out or any third party. The software and other technology components of this Website, and the contents, selection, coordination, arrangement, and enhancement of the Website are Copyright © Time Out America LLC or its affiliates and/or licensors including Time Out Market (New York) LLC, Time Out Market (Miami) LLC, Time Out Market (Chicago) LLC, Time Out Market (Boston) LLC (not exhaustive). All rights reserved. TIME OUT MARKET (NEW YORK) LLC®, TIME OUT MARKET (MIAMI) LLC®, TIME OUT MARKET (CHICAGO) LLC®, TIME OUT MARKET (BOSTON) LLC®, TIME OUT®, TIME OUT NEW YORK®, TIME OUT LOS ANGELES®, TIME OUT NEW YORK KIDS®, TIME OUT CHICAGO®, TIME OUT LAS VEGAS®, TIME OUT MIAMI®, TIME OUT WASHINGTON, DC®, TIME OUT BOSTON®, TIME OUT SAN FRANCISCO®, TIME OUT USA® (not exhaustive) and all other trademarks, names, logos, and icons identifying Time Out or Time Out's goods or services are proprietary marks of Time Out or its affiliates. Copyright, trademark, and other proprietary rights in the Website, or portions thereof, may be held by third parties. Such third-party intellectual property rights may not be used without the prior written permission of their respective owners. Removing or altering the copyright notice and any other proprietary notice on any material on this Website is strictly prohibited.

7 PRIVACY POLICY

Please see Time Out's Privacy Policy for a summary of Time Out's practices regarding the collection and use of personal information.

8 COMPLIANCE WITH APPLICABLE LAWS

User's access to this Website is governed by all applicable federal, state and local laws.

9 CODE OF CONDUCT

You may not, nor may you allow others to, directly or indirectly, do any of the following:

- (a) Attempt to or actually disrupt, impair or interfere with the operation of, alter or modify the Website or any content. This includes, without limitation, interfering with, defeating, or circumventing any security function of the Website, or attempting to do so.
- (b) Collect or attempt to collect any information about others, including, but not limited to passwords, account or other information.
- (c) Restrict or inhibit any other authorized user from using and enjoying the Website. This includes, without limitation (i) using, or attempting to use, any account without the user's permission, or (ii) obtaining or soliciting another user's password or other personal information under false pretences.
- (d) Post, store, or transmit any knowingly inaccurate or misleading personal information.
- (e) Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by Time Out) information or material.
- (f) Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- (g) Post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.
- (h) Except as expressly permitted herein or on the Website, modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Website.
- (i) Post, store, or transmit materials in violation of a third party's copyright or other intellectual property contractual or proprietary rights. You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.
- (j) Use the Website for any unlawful purpose.

10 ASSUMPTION OF RISK

Use of the Internet and this Website is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While Time Out has endeavored to create a secure and reliable Website, please be advised that the confidentiality of any communication or material transmitted to/from this Website over the Internet cannot be guaranteed. Accordingly, Time Out and its employees, agents, directors, officers, proprietors, partners, representatives, shareholders, attorneys, predecessors, successors, and assigns are not responsible for the security of any information transmitted via the Internet. The User assumes sole and complete risk for using this Website and must make his or her own determination as to these matters.

11 LAW ENFORCEMENT

Time Out reserves the right to view, monitor, and record activity on the Website without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Website. Time Out will also comply with all court orders involving requests for such information.

12 LINKS TO OTHER WEBSITES

Time Out may offer links to third-party web sites that may offer various products, services, and/or information. Users should be aware that use of these third-party web sites may be subject to separate terms and conditions, information collection practices, and other provisions. Time Out cannot ensure that users will be satisfied with any products or services offered and/or purchased from such third-party web sites. Time Out does not endorse any of the products or services offered in any third-party web sites. Further, Time Out has not taken any steps to confirm the correctness, accuracy, or reliability of any information contained in any third-party web sites. Before proceeding with any transaction with any third-party web site, whether the transaction is on-line or off-line, it shall be the sole responsibility of the User to conduct whatever investigation such User deems necessary and appropriate.

13 EVENTS BEYOND TIME OUT'S CONTROL

Users expressly absolve and release Time Out from any claim of harm resulting from a cause beyond Time Out's control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, terrorism, or governmental restrictions.

14 DISCLAIMERS

WHILE TIME OUT ENDEAVORS TO PROVIDE ACCURATE AND TIMELY INFORMATION, THE INFORMATION AVAILABLE ON THIS WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. MOREOVER, TIME OUT MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS WEBSITE OR IN THE INFORMATION AVAILABLE ON THIS WEBSITE AT ANY TIME, FOR ANY REASON. YOU, THE USER, ASSUME THE SOLE RISK OF MAKING USE OF, AND/OR RELYING ON, THE INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE. TIME OUT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY IN YOUR JURISDICTION, OR ACCURACY OF THE INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE FOR ANY PURPOSE. SUCH INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

15 LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, TIME OUT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE, ANY DELAY OR INABILITY TO USE THIS WEBSITE, ANY DELAY OR INABILITY TO ACCESS YOUR ACCOUNT, UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT, ANY INFORMATION AVAILABLE ON THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TIME OUT HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, TIME OUT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO YOUR USE OF THIS WEBSITE SHALL NOT EXCEED \$100.

16 INDEMNITY

You agree to defend, indemnify, and hold harmless Time Out and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from: (i) your use of and access to the Website; (ii) any breach by you of these Terms; (iii) your violation of any third-party right, including, without limitation, any copyright, property or privacy right; and (iv) any claim that your content and User Submissions caused damage to a third-party. This defense and indemnification obligation will survive these Terms and your use of the Website. You shall not in any event settle any matter without the prior written consent of Time Out to be withheld at Time Out's sole discretion.

17 WEBSITE ACCESS AND TERMINATION

This Website is controlled and operated by Time Out from its offices within the United States. Time Out makes no representation that materials in the Website are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Website are illegal is prohibited. Those who choose to access this Website from other locations do so of their own volition and are responsible for compliance with applicable local laws. Time Out reserves the right at any time and for any reason to deny you access to the Website and to terminate this Agreement.

18 SUBMISSIONS

Any ideas, suggestions, information, know-how, material, or any other content (collectively, "Content") received through this Website will be deemed to include a

worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license for Time Out to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part), or otherwise act on such Content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Content, and User hereby waives any claim to the contrary.

19 DISPUTE RESOLUTION

(a) Agreement to Arbitrate

You and Time Out agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website and associated services (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Time Out with written notice of your desire to do so by email at legal@timeout.com or regular mail at Time Out America LLC, 1540 Broadway 42nd Floor, New York, NY 10036 or Time Out Market Limited, 77 Wicklow Street, London, WC1X 9JY, United Kingdom within thirty (30) days following the date you first agree to these Terms (such notice, an “Arbitration Opt-out Notice”). If you don’t provide Time Out with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Time Out with an Arbitration Opt-out Notice, will be the state and federal courts located in the Southern District of New York and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Time Out with an Arbitration Opt-out Notice, you acknowledge and agree that you and Time Out are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Time Out otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

(b) Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

(c) Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a Demand for Arbitration form available at <https://www.adr.org/aaa/faces/rules/formsearch/conform>.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

(d) Arbitration Location and Procedure

Unless you and Time Out otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Time Out submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(e) Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Time Out will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

(f) Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Time Out will pay all such fees unless the arbitrator finds that either

the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(g) Changes

Notwithstanding the provisions of the “Important Introduction” Section above with regard to changes to these Terms, if Time Out changes this “Dispute Resolution” Section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to legal@timeout.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Time Out’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Time Out in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

20 DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Time Out reserves the right to remove any material on the Website which allegedly infringes a third party’s copyright. It is Time Out’s policy to terminate in appropriate circumstances subscribers or account holders who have been adjudicated as repeat infringers on our Website and associated services. As per the DMCA, you can send a DMCA take down notice to the Time Out Copyright Agent (designated as such pursuant to the DMCA) named below which must provide at minimum the following information:

- A physical or electronic signature and your full legal name;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Time Out to locate the material, including at a minimum, if applicable, the URL of the link shown on the Website(s) where such material may be found;
- Your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- Include both of the following statements in the body of the Notice:

- “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

- “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

COPYRIGHT AGENT FOR COPYRIGHT NOTICES ONLY SHOULD BE DIRECTED BY EMAIL:

Time Out Legal Department
Email: legal@timeoutmarket.com

Non-copyright matters will not be addressed by the copyright agent.

21 GOVERNING LAW

These Terms will be construed and enforced in accordance with the laws of the State of New York without respect to its conflict of laws principles.

22 WAIVER

Failure to insist on strict performance of any of these Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by Time Out of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

23 SEVERABILITY

If any part of these Terms and Conditions is determined to be invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the “Arbitration” section above or by court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms shall continue in effect.

24 RELATIONSHIP

No joint venture, partnership, employment, or agency relationship exists between a User and Time Out as a result of this Agreement or User's use of this Website.

25 ENTIRE AGREEMENT

These Terms and Conditions, together with the Time Out Privacy Policy, which is hereby incorporated as if set forth fully herein, represent the entire agreement between the User and Time Out with respect to use of and material available on or through this Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the User and Time Out with respect to this Website. Any rights not expressly granted herein are expressly reserved.