

TERMS OF SALE

Updated as of April 1st, 2020

These Terms of Sale (these "Terms") apply to the purchase and sale of tickets, passes, parking passes, products, and services (each, an "Item") by you (or by another on your behalf) from Drag Queen Storytime-Kentucky Corporations (referred to herein as "Drag Queen Storytime-Kentucky," "us," "we," or "our" as the context may require) whether the Item was purchased in person or through the telephone (an "On-Site Purchase"), or a website or a mobile application operated by Drag Queen Storytime-Kentucky (the "Online Service"). Purchases of Items from Drag Queen Storytime-Kentucky, whether an On-Site Purchase or a purchase using the Online Service, are referred to herein as a "Purchase" or "Purchases." These Terms are subject to change by Drag Queen Storytime-Kentucky without prior notice at any time, at our sole discretion.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, TO THE EXTENT PERMITTED BY LAW.

BY MAKING A PURCHASE OF AN ITEM FROM DRAG QUEEN STORYTIME-KENTUCKY (EACH, AN "ORDER"), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS OF SALE. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS OF SALE.

1. **Modification of these Terms of Sale.** We may revise these Terms from time to time, and you should review these Terms to which you are bound at the time of placement of an Order.
2. **Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under these Terms, all Items listed in your Order. We must accept all orders, or we will not be obligated to sell the Items to you. We may choose not to accept orders at our sole discretion. For example, for Orders made using the Online Services, we may decide not to take your Order even after sending you a written confirmation with your order number and details of the items you have ordered. We must receive your payment before we accept an Order.
3. **Prices and Payment Terms.** Prices posted on the Online Service or at one location may differ from our prices at other sites. All prices, discounts, and promotions posted are subject to change without notice. The price charged for an item will be the price in

effect when the order is placed and will be set out in your written Order confirmation for Orders made using the Online Services. Price increases will only apply to orders placed after such changes. If applicable, posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your invoice and itemized on your receipt or in your shopping cart and in your written Order confirmation for Orders made using the Online Services. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

From time to time, we may offer promotions that may affect pricing and that are governed by terms and conditions separate from, or in addition to, these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment are within our sole discretion, and, unless otherwise agreed by us in writing, we must receive payment before we accept an Order. We take the payment methods displayed at the appropriate location or on the Online Service when placing an Order. You represent and warrant that (i) the credit card or other payment information you supply to us is accurate, correct, and complete, (ii) you are duly authorized to use such credit card or other payment methods for the purchase of the Items, (iii) charges incurred by you will be honored by your credit card company or any other third party required to effectuate payment, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted at the location or on the Online Service at the time of your Order.

4. **Additional Terms and Conditions.** The following provisions apply to the Purchase of all Items at or related to the properties owned or operated by Drag Queen Storytime-Kentucky (each, a "Property" and collectively, the "Properties") or during your participation in any activity led, organized, arranged, promoted, and sponsored by Drag Queen Storytime-Kentucky, whether taking place on the Properties or elsewhere (collectively, "Drag Queen Storytime-Kentucky Activities"):

A. Ticketing Terms & Conditions:

- i. I. A ticket, pass, etc. granting admission to property or participation in a Drag Queen Storytime-Kentucky Activity (a "Ticket") is a revocable license which Drag Queen Storytime-Kentucky may revoke, and such Ticket may be withdrawn or confiscated by Drag Queen Storytime-Kentucky with no refund of any amount paid therefor. Upon such revocation or confiscation, the applicable Ticket holder present on any of the Properties or participating in any Drag Queen Storytime-

Kentucky Activities (each a "Guest") and all members of their party shall have no right to remain in, on, or about the Property.

- ii. Drag Queen Storytime-Kentucky reserves the right to deny admission, prevent entry, require an individual already admitted to leave, or ban individuals from the Properties or participation in Drag Queen Storytime-Kentucky Activities, without refund, liability, or compensation, for failure to comply with any of these Terms, for unsafe, illegal or offensive behavior, to ensure safety, security or order, or if we consider that the circumstances otherwise so require, in our sole and absolute discretion.
- iii. Tickets are non-refundable, non-transferable, and will not be exchanged. Drag Queen Storytime-Kentucky is not responsible for duplicated, damaged, lost, or stolen Tickets. A replacement fee may apply if Drag Queen Storytime-Kentucky determines, in its discretion, to replace any duplicated, damaged, lost, or stolen Tickets.
- iv. Unauthorized sales or resales of Tickets are prohibited.
- v. Tickets are valid for the dates shown on the Ticket only. As applicable, they are suitable for all entertainment, shows, craft showcases, rides, attractions, and festivals but do not include games, parking, and separately ticketed concerts and attractions.
- vi. Tickets will be confiscated if altered in any way.
- vii. Tickets allow Ticket holders admission to Properties only during operating hours of the applicable Property. Operating Working hours of Properties are subject to change without notice and liability to Drag Queen Storytime-Kentucky.
- viii. Properties, entertainment, shows, craft showcases, rides, attractions, and festivals, as applicable, may be closed due to maintenance, special events, or weather without notice and liability to Drag Queen Storytime-Kentucky.
- ix. Special events, concerts, ticketed attractions, certain games, and parking may require a separate ticket.
- x. Each Guest grants Drag Queen Storytime-Kentucky the right to film, video, photograph, and take sound recordings of the Guest on Property or during participation in any Drag Queen Storytime-Kentucky Activity for any purpose without payment or consideration therefor.
- xi. Drag Queen Storytime-Kentucky assumes no responsibility for accident or loss to any person in connection with the condition or use of a property and attractions or their entrance into or departure from a property.
- xii. All persons, bags, and belongings in, on, or about the Property are subject to security and safety searches, including physical screening. Any person refusing to comply with security and safety searches will be refused entry to the Property.

B. Conduct - Each Guest agrees to comply with the following:

- xiii. Weapons of any type and all items listed in the "Prohibited Items" section are prohibited at the Property or during participation in any Drag Queen Storytime-Kentucky Activity.
- xiv. The use of illegal drugs is always prohibited at the Property and during participation in any Drag Queen Storytime-Kentucky Activity.
- xv. Excessive consumption of alcohol is prohibited at the Properties, and individuals showing signs of intoxication or any substance impairment are not permitted at the Properties, each to be determined at the sole discretion of Drag Queen Storytime-Kentucky.
- xvi. Guests at the Properties or any Drag Queen Storytime-Kentucky Activity must comply with all posted signs and instructions from Drag Queen Storytime-Kentucky personnel regarding property operations, rules, procedures, health and safety requirements, or otherwise.
- xvii. Guests shall not enter any restricted areas, ride perimeters, animal enclosures, or designated employee areas.
- xviii. Guests must only use designated entrances and exits and only during operating hours of the Property.
- xix. Guests must use designated walkways throughout the Properties. Guests may not cross fences, chains, ropes, landscape areas, or other barriers.
- xx. Guests must move about the Property in an orderly manner, remain attentive to their surroundings, and walk rather than run.
- xxi. Conduct that is threatening, disorderly, "horseplay," unruly, disruptive, profane, obscene, or in poor taste is prohibited. Any form of harassment (including verbal harassment or abuse or threatening remarks or actions) is not permitted, whether directed at Guests, personnel, or animals.
- xxii. Proper attire is always required at the Properties. Clothing or other articles with profane or obscene words, phrases, or images are prohibited.
- xxiii. Loitering, panhandling, shoplifting, fighting, vandalism, and line cutting are prohibited at the Properties.
- xxiv. Soliciting for commercial or charitable purposes or distributing advertisements, pamphlets, handbills, or flyers without the prior written consent of Drag Queen Storytime-Kentucky is prohibited.
- xxv. Commercial photography, videotaping, and recording of any kind are prohibited.

C. Prohibited Items - Each Guest agrees that they shall not bring any of the following prohibited items onto any Property or to any Drag Queen Storytime-Kentucky Activities:

- xxvi. Weapons of any type, including, without limitation, firearms, ammunition, tasers, pepper spray, mace, and knives (with a blade longer than 3.5 inches), any

item designed to be used as a weapon, and any item that appears to be any of the preceding.

- xxvii. Explosives of any kind, including fireworks and water grenades (whether metal or plastic).
- xxviii. Personal or commercial drones (unless approved by Drag Queen Storytime-Kentucky in advance in writing) or other unscrewed vehicles or equipment whether piloted on or off the Property Whether drove on or off the property, personal or commercial drones (unless approved by Drag Queen Storytime-Kentucky in advance in writing) or other unscrewed vehicles or equipment.
- xxix. Alcoholic beverages of any type.
- xxx. Illegal drugs of any kind (including prescription drugs not correctly prescribed by a health professional).
- xxxi. Glass containers (other than baby food containers).
- xxxii. Recreational devices with wheels, such as skateboards, hoverboards, balance boards, scooters, inline skates, or shoes with built-in wheels.
- xxxiii. Wheeled mobility devices with less than 3three wheels; Segway's; devices machines that cannot maintain stability and balance when stopped, unpowered, or unoccupied, without training wheels or similar modifications; devices powered by any means other than manually or electrically; devices that travel faster than walking pace; multi-rider devices or devices that exceed 36 inches in width or 52 inches in length.
- xxxiv. Costume masks. (except for special events as designated by the Property)
- xxxv. Any other items that Property personnel determines, in its discretion, to be suspicious or potentially harmful, unsafe, or disruptive.

D. A Guest who (i) fails to abide by, or comply with, any of the above terms, conditions, or conduct requirements, (ii) brings any of the prohibited items listed above onto a property or to any Drag Queen Storytime-Kentucky Activities, or (iii) violates any applicable laws may, at the discretion of Drag Queen Storytime-Kentucky, have their Ticket revoked or confiscated by Drag Queen Storytime-Kentucky without refund. Upon such revocation or confiscation, the applicable Guest and all members of their party shall have no right to remain in, on, or about the Property. Drag Queen Storytime-Kentucky reserves the right to ban individuals violating these Terms or applicable laws from future admission to all or any of the Properties or from participation in any Drag Queen Storytime-Kentucky Activities.

5. **Shipments; Delivery; Title and Risk of Loss.** We will arrange for shipment of the Items to you, if applicable. Please check specific delivery options available for each Item. You will pay all shipping and handling charges specified during the ordering process—title and risk of loss pass to you upon our item transfer to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

6. **Returns and Refunds.** Unless specifically designated as cancellable or refundable, we will not accept a cancellation of or a refund for any Items once we accept your Order. Drag Queen Storytime-Kentucky may make exceptions under limited circumstances in Drag Queen Storytime-Kentucky sole discretion.
7. **Disclaimers of Warranties.** We do not provide any warranties concerning the Purchase of Items. ALL ITEMS OFFERED ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.
8. **Limitation of Liability.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS, REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BECAUSE WHATSOEVER SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE ITEMS YOU HAVE ORDERED. The limitation of liability set forth above shall: (i) only applies to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.
9. **Safety Measures Related to COVID-19 & Other Infectious and Communicable Diseases.** We have implemented several new safety measures based on government mandates and guidance from health authorities, such as the Centers for Disease Control and Prevention (the "CDC"), health organizations, appropriate government agencies, and applicable state and local governments. You must follow all posted instructions while visiting the Properties and during your participation in any Drag Queen Storytime-Kentucky Corporation Activities. The added safety measures include the following:
 - A. **Vaccination Definitions.** As used herein, the term "Fully Vaccinated" refers to a Guest who, no less than two (2) weeks before entry to the applicable Property or participation in the applicable Drag Queen Storytime-Kentucky Activity, received a one dose COVID-19 vaccine (such as the COVID-19 vaccine manufactured by Johnson & Johnson) or the second dose of a two-dose COVID-19 vaccine (such as the COVID-19 vaccines manufactured by Pfizer or Moderna). To be considered Fully Vaccinated, the

vaccinations must be current by the applicable manufacturer's guidelines, including the timing of vaccine shots and booster requirements. The term "Non-Fully Vaccinated" refers to a Guest who does not meet the definition of Fully Vaccinated.

B. Entry Criteria.

i. Non-Fully Vaccinated Guests who are over twelve (12) years of age must, before admittance to any of the Properties or participation in any Drag Queen Storytime-Kentucky Activities, notify Drag Queen Storytime-Kentucky personnel if they fail to meet any of the health screening criteria posted at the Property ("Entry Criteria"). An individual who reports that they fail to meet any Entry Criteria will be directed to an additional location for assistance and may be prohibited from entering the applicable Property or participating in the applicable Drag Queen Storytime-Kentucky Activity. Drag Queen Storytime-Kentucky may offer refunds at its discretion. By purchasing a ticket and entering the Properties or participating in any Drag Queen Storytime-Kentucky Activities, you acknowledge and confirm on your behalf. On behalf of any individual who uses the Ticket you purchased (including any minor children), you will, in good faith, review such Entry Criteria and report any failed Entry Criteria or questions relating to such Entry Criteria to Drag Queen Storytime-Kentucky Corporation personnel before entry to the Property or participation in any Drag Queen Storytime-Kentucky Activity.

ii. Guests that are Fully Vaccinated or are twelve (12) years of age or under do not have to comply with these requirements related to Entry Criteria.

C. Physical Distancing.

i. Non-Fully Vaccinated Guests who are over twelve (12) years of age must, to the extent possible, maintain a physical distance of at least six feet from any individual that is not a part of their immediate household ("Physical Distancing"). Non-Fully Vaccinated Guests over twelve (12) years of age are required to follow the directional signage installed to assist Guests in moving throughout the Properties responsibly, and any ground markings that will help promote proper Physical Distancing when queuing is needed at a location.

ii. Guests that are Fully Vaccinated or are twelve (12) years of age or under do not have to comply with these requirements related to Physical Distancing.

D. Masks

i. Non-Fully Vaccinated Guests over twelve (12) years of age must wear face coverings as set forth herein or as directed by signage or Drag Queen Storytime-Kentucky personnel when visiting the Properties and while participating in any Drag Queen Storytime-Kentucky Activities. Non-Fully Vaccinated Guests over twelve (12) years must always wear face coverings when indoors (except when eating or drinking). Guests are generally not required to wear face coverings when outside. However, Non-Fully

Vaccinated Guests over twelve (12) years of age must wear face coverings during entry screening and through the front gate.

ii. The use of masks and face coverings is optional for Guests that are Fully Vaccinated or are twelve (12) years of age or under.

Express Assumption of Risk & Release of Liability. Please note that the CDC advises that older adults and people of any age who have severe underlying medical conditions might be at higher risk for severe illness from COVID-19. Guests should evaluate their risk in determining whether to attend the Properties or participate in any Drag Queen Storytime-Kentucky Activities. People who show no symptoms can spread COVID-19 if they are infected. Any interaction with the public poses an elevated risk of being exposed to COVID-19. We cannot guarantee that you will not be exposed during your visit to the Properties or participation in any Drag Queen Storytime-Kentucky Activities.

This Section 9 is an acknowledgment and voluntary express assumption of risk and release of liability as it relates to the dangers of being exposed to or contracting COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof), the Coronavirus that causes COVID-19, or any other communicable and infectious disease while visiting the Properties or participating in any Drag Queen Storytime-Kentucky Activities. By purchasing a ticket and entering the Properties or participating in any Drag Queen Storytime-Kentucky Activities, you are acknowledging and confirming on your behalf and on behalf of any individual who uses the Ticket you purchased to enter the Properties or participate in any Drag Queen Storytime-Kentucky Activities (including any minor children), both now and in the future, that you understand and voluntarily expressly assume the risk that during your visit or participation you may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and infectious diseases. You expressly understand that these risks include contracting COVID-19 or other contagious and infectious diseases and the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, resulting from COVID-19 or other communicable and infectious diseases. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting contagious and infectious diseases, including, but not limited to, COVID-19 and the Coronavirus that causes COVID-19, that Drag Queen Storytime-Kentucky cannot guarantee that you will not be exposed during your visit to the Properties or participation in any Drag Queen Storytime-Kentucky Activities and that as such, potential exposure to or contraction of COVID-19 or any other communicable and infectious diseases are risks inherent in your decision to visit the Properties or participate in any Drag Queen Storytime-Kentucky Activities and cannot be eliminated. You further acknowledge and understand that if you are infected with COVID-19, the Coronavirus that causes COVID-19, or any other communicable and infectious disease, you may infect others you subsequently come into contact with, even if you are not experiencing or displaying any symptoms of illness yourself, and that the risk of

spreading COVID-19 to others remains even after you depart the Properties and after the end of any Drag Queen Storytime-Kentucky Activities. The same is true for many other communicable and infectious diseases you may be exposed to during your visit.

You and Drag Queen Storytime-Kentucky further agree that we both intend this Section 9 to be binding. The full release of liability for negligence and the inherent risks associated with visiting the Properties or participating in any Drag Queen Storytime-Kentucky Activities during an epidemic or pandemic concerning any controversy, claim or dispute that may arise out of or during your visit to the Properties or participation in any Drag Queen Storytime-Kentucky Activities that is related to exposure to or the contraction of any communicable and infectious disease, including, but not limited to, COVID-19 or the Coronavirus that causes COVID-19. Expressly, you agree that:

YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN HEREBY FOREVER RELEASE, DISCHARGE, AGREE TO INDEMNIFY AND DEFEND, AND COVENANT NOT TO SUE THE RELEASED PARTIES AS DEFINED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE AND/OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19 (OR THE CORONAVIRUS THAT CAUSES COVID-19), DURING YOUR VISIT TO THE PROPERTIES, OR DURING YOUR PARTICIPATION IN ANY Drag Queen Storytime-Kentucky ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE PROPERTIES OR PARTICIPATION IN THE Drag Queen Storytime-Kentucky ACTIVITIES DURING ANY EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE preceding RELEASE OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES, OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO YOUR MINOR CHILDREN and FAMILY MEMBERS, AS A RESULT OF THEIR VISITING THE PROPERTIES OR PARTICIPATION IN Drag Queen Storytime-Kentucky ACTIVITIES USING TICKETS YOU PURCHASED OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY YOU AFTER YOUR VISIT TO THE PROPERTIES OR PARTICIPATION IN Drag Queen Storytime-Kentucky ACTIVITIES. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT you intend THAT THE preceding RELEASE OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE IS BEING ENTERED INTO ON YOUR BEHALF, AS SET FORTH ABOVE, AND ALSO ON BEHALF OF ANY OTHER INDIVIDUAL WHO USES A TICKET PURCHASED BY YOU TO ENTER THE PROPERTIES OR PARTICIPATE IN Drag Queen Storytime-Kentucky ACTIVITIES.

For purposes of this Section 9, you and Drag Queen Storytime-Kentucky agree that the “**Released Parties**” shall include (a) Drag Queen Storytime-Kentucky-Corporations (b) Drag Queen Storytime-Kentucky- Corporations parent and affiliated companies; (c) the respective employees, agents, shareholders and officers of the entities described in (a)-(b) above; and (d) the licensees, successors, assigns and heirs of the entities and individuals referred to in (a)-(c) above.

This acknowledgment and express assumption of risk and release of liability is intended to be as broad and inclusive as law permits. Suppose any part of this provision is held to be invalid or legally unenforceable for any reason. In that case, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.

10. **Privacy.** Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of Items.
11. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, or other public health emergencies, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
12. **Dispute Resolution and Binding Arbitration.** You agree and understand that this Section is deemed to be a "written agreement to arbitrate" under the Federal Arbitration Act, satisfies the "writing" requirement of that act, applies to your purchase of an Item, and governs all claims, disputes, or controversies between you and Drag Queen Storytime-Kentucky and each and all of Drag Queen Storytime-Kentucky affiliates, providers, or its and their respective officers, directors, partners, shareholders, employees, contractors, agents, licensors, suppliers, service providers, advertisers, instructors, staff, successors or assigns, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and lawsuits over the applicability of this arbitration provision (collectively "Claims"). This Section can only be changed or terminated upon mutual agreement.

Any controversy concerning whether a dispute is arbitrable shall be determined by the arbitrator(s) and not by the court. In arbitration, as with a court, the arbitrator must honor these terms and may award the prevailing party damages and other relief (including attorneys' fees).

HOWEVER, WITH ARBITRATION: (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

Each party to the arbitration will have the right, at its own expense, to be represented by an attorney or other advocate of its choosing. You and we will pay the administrative and arbitrator's fees and additional costs by the applicable arbitration rules. If applicable, arbitration rules or laws require Drag Queen Storytime-Kentucky to pay a more significant portion or all such fees and expenses for this Section to be enforceable. Drag Queen Storytime-Kentucky will have the right to elect to pay the fees and proceed to arbitration. The arbitrator's decision must consist of a written statement stating the disposition of each of the disputes. It must provide a view of the essential findings and conclusions on which the decision and award (if any) are based. Judgment on the arbitration decision and award (if any) may be entered in or by any court with jurisdiction over the parties under Section 9 of the Federal Arbitration Act.

NO CLASS ACTION MATTERS. You agree that disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party, such as class action claims or private attorney general representative actions, except for representative claims solely for injunctive relief brought under unfair competition law. If any arbitration provision is deemed unlawful, void, or unenforceable, that provision shall be severable from the remainder of this paragraph, which shall remain fully enforceable. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM FOR ALLEGED DAMAGES ONLY ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

You may elect to pursue your claim in small claims court rather than arbitration if you provide us with written notice of your intention to do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your dispute or controversy.

13. **Governing Law and Jurisdiction.** All disputes arising out of or related to the Purchase and Sale of Items and these Terms, as permitted following the mandatory arbitration described above, shall be brought in the state courts in Kentucky or federal courts in Kentucky, and you at this moment irrevocably consent to the exclusive jurisdiction and venue thereof. These Terms will be construed by the laws of the State of Kentucky without regard to its conflict of law principles.
14. **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 14 is null and void. No license or delegation

relieves you of any of your obligations under these Terms.

15. **No Waivers.** The failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The release of any right or provision will be effective only if in writing and signed by a duly authorized representative of Drag Queen Storytime-Kentucky.
16. **No Third-Party Beneficiaries.** These Terms are not intended to confer any rights or remedies upon anyone other than you.
17. **Notices.**

To You. Any notice from Drag Queen Storytime-Kentucky that is directed to you shall be delivered (i) by posting to the Online Service, (ii) by mail to the mailing address you provided us at the time of the Purchase if any, or (iii) by email to the email address you provided us at the time of the Purchase if any. Notice shall be deemed given immediately upon posting to the Online Services, (ii) twenty-four (24) hours after email is sent, unless we are notified that the email address is invalid or, (iii) in the case of a notice sent via mail, three (3) business days after the date of mailing.

To Us. Any notices given under these Terms of Use directed to Drag Queen Storytime-Kentucky shall be given by personal delivery, overnight courier, or registered or certified mail Drag Queen Storytime-Kentucky, Attn: Online Services Terms of Use, PO BOX 20323 Louisville, Kentucky 40250. We may update the address for notices by posting information on the Online Service. News provided by personal delivery will be compelling immediately if you obtain and keep written confirmation of receipt. Notices provided by overnight courier will be effective one business day after they are sent. Information provided by registered or certified mail will be good three (3) business days after shipping.

18. **Severability.** Suppose any provision of these Terms is invalid, illegal, void, or unenforceable. In that case, that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions.
19. **Entire Agreement.** Our order confirmation, these Terms, the license terms relating to any Item you Purchase, our Terms of Service, and our Private Policy will be deemed the final and integrated agreement between you and us concerning the matters contained in these Terms.