

TERMS OF USE

Updated as of April 1st, 2020

These Terms of Use (these "Terms of Use") apply to your access to and use of the websites and mobile applications of Drag Queen Storytime-Kentucky Corporation and its parents and affiliates ("Drag Queen Storytime-Kentucky," "we," "us," or "our") and Content (as defined below) available on such websites or mobile applications (collectively, the "Online Services"). These services include purchasing admission ticket(s) and pass(es) to visit Drag Queen Storytime-Kentucky properties through the Online Services as outlined in Section 4 below.

PLEASE READ THESE TERMS OF USE CAREFULLY; THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, INCLUDING YOUR ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO CONTRACTING INFECTIOUS AND COMMUNICABLE DISEASES (INCLUDING WITHOUT LIMITATION COVID-19).

THESE TERMS OF USE ARE AN AGREEMENT BETWEEN YOU AND US UNDER WHICH YOU MAY USE AND ACCESS THE ONLINE SERVICES. PLEASE REVIEW THESE TERMS OF USE CAREFULLY. BY ACCESSING AND USING THE ONLINE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY AT THIS MOMENT INCORPORATED HEREIN, WHICH INCLUDE THE USE OF ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND US, NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR ACCESS THE ONLINE SERVICES. YOUR USE OF THE ONLINE SERVICES MAY BE SUBJECT TO ADDITIONAL TERMS APPLICABLE TO SPECIFIC ONLINE SERVICES. FOR EXAMPLE, SPECIFIC TERMS MAY APPLY FOR YOUR USE OF A SPECIFIC FEATURE OR AN APPLICATION AVAILABLE ON THE ONLINE SERVICES. REFERENCES TO " Drag Queen Storytime-Kentucky " IN THESE TERMS OF USE INCLUDE Drag Queen Storytime-Kentucky Corporation AND ITS PARENTS AND AFFILIATES, INDIVIDUALLY, EACH OF WHOM MAY SEPARATELY ENFORCE THE RIGHTS UNDER THESE TERMS OF USE.

Our websites and Online Services are general audience website(s) and Online Services for adults. We will assume (and by using our website(s) or Online Services you warrant that) you have the legal capacity to agree set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

1. Modifications to these Terms of Use. We may revise these Terms of Use from time to time, and you should periodically review these Terms of Use to which you are bound. WE WILL ANNOUNCE CHANGES TO THESE TERMS OF USE WHEN WE MAKE MATERIAL CHANGES TO THEM. YOU MUST ACCEPT ANY REVISED TERMS OF USE BEFORE YOU WILL BE PERMITTED TO CONTINUE TO USE OR ACCESS THE ONLINE SERVICES. IF YOU DO NOT ACCEPT ANY REVISED TERMS OF USE, YOU WILL NOT BE PERMITTED TO CONTINUE TO USE OR ACCESS THE ONLINE

SERVICES.

2. Registration / Your Account. To use certain features of the Online Services, you may be required to register an account (“Account”) with Drag Queen Storytime-Kentucky (“Registration”). You agree to provide true, accurate, current, and complete information about yourself during the Registration and to maintain and promptly update the information you provide to keep it true, accurate, current, and done. You agree not to: (i) select a username that, to your knowledge, is already used by another person; (ii) use a username in which another person has rights without such person’s authorization; or (iii) use a username or password that Drag Queen Storytime-Kentucky, in its sole discretion, deems offensive or inappropriate. It is your responsibility to maintain the confidentiality of the password issued by Drag Queen Storytime-Kentucky to you. You agree to accept responsibility for all activities that occur under your Account. You may not transfer, assign, or sell your Account to any third party. Drag Queen Storytime-Kentucky has the right to rely upon any information received from any person using a password given to you, and you agree that Drag Queen Storytime-Kentucky is not responsible for any liabilities arising out of such reliance.

Drag Queen Storytime-Kentucky has no obligation to verify any registration information authenticity. PLEASE NOTE: IF YOU PROVIDE ANY INFORMATION THAT IS FALSE, MISLEADING, INACCURATE, NOT CURRENT, OR INCOMPLETE DURING REGISTRATION OR OTHERWISE, WE HAVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE ONLINE SERVICES (OR ANY PORTION THEREOF) BY YOU. ANY ACTIVITIES THAT ARE ILLEGALLY CARRIED ON IN CONNECTION WITH THE ONLINE SERVICES WILL BE REPORTED TO THE APPROPRIATE FEDERAL, STATE, OR LOCAL AUTHORITIES. For questions related to updating or changing your account information, please e-mail info@dqstky.org.

3. User Information. “User Information” is defined as all information or data you provide to Drag Queen Storytime-Kentucky or Drag Queen Storytime-Kentucky collects from you during Registration and through any interactive feature of the system, including email submissions, texts, forum posting, and online purchases through the Online Services. You represent and warrant that your User Information (i) is not false, inaccurate, incomplete or misleading; (ii) is not fraudulent; (iii) does not infringe any third party’s trademark, copyright, patent, trade secret, trade dress, publicity or privacy rights or other intellectual property or proprietary rights (collectively, “Infringement Violations”); (iv) does not violate any applicable federal, state, local, or foreign law, statute, ordinance or regulation (collectively, “Laws”); (v) is not defamatory, libelous, unlawfully threatening or unlawfully harassing; (vi) is not obscene and does not contain child pornography; (vii) does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer scripts or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (viii) does not create liability for Drag Queen Storytime-Kentucky; and (ix) does not link directly or indirectly to another website or service. Drag Queen Storytime-Kentucky has the right but not the obligation to monitor and edit or remove any activity or content. All User Information and other information we collect from you is organized according

to the terms of our Privacy Policy available at dqstky.org

4. fees. All purchases of products and services are subject to the additional terms presented to you during the purchase process (e.g., terms of sale located at dqstky.org (the “Terms of Sale”). We reserve the right to change or discontinue, temporarily or permanently, some or all our services at any time with or without notice. If we introduce a new service, the fees for that service, if any, are effective at the launch of the service. We may also choose to temporarily lower the costs for any service-based fees for promotional events. Such changes are effective when we post information about the promotional event on the Online Services. However, concerning any online transactions, we will not charge your credit card until you have first had an opportunity to review and accept the amounts charged to your credit card. From time to time, you may have a chance to purchase certain products and services advertised on the Online Services but are offered for sale by third parties. YOU MUST BE 18 YEARS OF AGE OR OLDER TO MAKE ANY SUCH PURCHASES. Additionally, Drag Queen Storytime-Kentucky may also post on behalf of third parties or other users’ coupons, incentives, rebates, and other promotional offers. We assume no responsibility for, and you are solely responsible for confirming, the availability, appropriateness, accuracy, sufficiency, correctness, veracity, completeness, reliability, and timeliness of any such materials posted on behalf of a third party and any third party’s Submitted Content (as defined below). You agree and acknowledge that Drag Queen Storytime-Kentucky has no control over any such materials posted on behalf of a third party or any third party’s Submitted Content and, as such, has no responsibility or liability to you, your assignee or designee, or anyone acting on your behalf in connection with any such offers or sales of services or products or any related transactions. The inclusion of any third-party advertisements, including Submitted Content by other users on the Online Services, does not imply endorsement or sponsorship by Drag Queen Storytime-Kentucky, and Drag Queen Storytime-Kentucky expressly disclaims all liability related to it. You are solely responsible for all consequences of any such activities, transactions, and relationships that you may conduct or form with others regardless of whether such transactions were introduced, contemplated, or completed because of the Online Services. Any purchases you make from such third parties or users advertised on or through the Online Services are made at your own risk. Drag Queen Storytime-Kentucky expressly disclaims all warranties and guarantees, express or implied, concerning such purchases.

5. License to Submitted Content. Unless otherwise agreed to in writing by you and Drag Queen Storytime-Kentucky, you at this moment grant to Drag Queen Storytime-Kentucky a cost-free, royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use without restriction all messages, files, text, pictures, drawings, photographs, artwork, opinions, ideas, suggestions, and other materials, content and feedback that you upload, post or submit to the Online Services or send to use for display on the Online Services, or which you transmit to other users of the Online Services (collectively, “Submitted Content”). The preceding license includes, without limitation, the right to copy, store, reproduce, modify, adapt, display, translate, transmit, perform, publish, create derivative works from, sublicense these rights to third parties, and exploit any property rights in such Submitted Content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

To the extent permitted by Law, nothing contained in these Terms of Use shall limit or otherwise affect these rights granted to Drag Queen Storytime-Kentucky

6. Modifications to the Online Services. You understand and agree that Drag Queen Storytime-Kentucky may discontinue or change any of the Online Services at any time without notice. Also, you understand and agree that Drag Queen Storytime-Kentucky may stop or restrict your use of the Online Services for any reason without notice.

7. Copyright Protection. The content, features, and functions displayed on the Online Services by Drag Queen Storytime-Kentucky, including without limitation text, graphics, logos, button icons, images, audio clips, video, data compilations, and software (“Drag Queen Storytime-Kentucky Content” and, collectively with Submitted Content, the “Content”), are the property of Drag Queen Storytime-Kentucky or its third-party licensors and are protected by the U.S. and international copyright and other intellectual property Laws.

8. Trademarks. The Online Services contain trademarks and trade names of Drag Queen Storytime-Kentucky. Third-party trademarks and trade names are the property of their respective owners. Nothing contained on the Online Services grants should be understood or construed as granting you a license to use any of the trademarks, service marks, or logos owned by Drag Queen Storytime-Kentucky or by any third party.

9. Content Use Limitations. You agree not to copy, reproduce, modify, adapt, display, translate, transmit, perform, publish, create derivative works from, or store any Content on the Online Services without the express prior written consent of Drag Queen Storytime-Kentucky. You also agree not to distribute, transmit, broadcast, or circulate any Content to others, without the express prior written permission of Drag Queen Storytime-Kentucky, except you may, on an occasional and irregular basis, reproduce, distribute, display or transmit an insubstantial portion of such Content, for a non-commercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights notices with that portion of the Content, in the same form in which the messages appear on the Online Services, and the phrase “Used with permission from Drag Queen Storytime-Kentucky.” You may not post any Content to any non- Drag Queen Storytime-Kentucky owned or controlled forums, newsgroups, mail lists, electronic bulletin boards, or other websites without the prior written consent of Drag Queen Storytime-Kentucky. Any use of the Content under this Section shall be for non-commercial purposes only. Drag Queen Storytime-Kentucky Content includes information, tips, facts, views, and opinions Drag Queen Storytime-Kentucky deems worthy of publication. Drag Queen Storytime-Kentucky DOES NOT GIVE TECHNICAL, BUSINESS, OR ANY OTHER PROFESSIONAL ADVICE THROUGH OR IN CONNECTION WITH THE ONLINE SERVICES.

10. Additional Use Limitations. You are prohibited from taking, or attempting to take, any actions that may compromise the security features of the Online Services, including, without limitation: (i) accessing any Content not intended for you, or logging onto a server or account that you are not authorized to access or use; (ii) probing, scanning, or testing the vulnerability of the Online Services or any associated system or network, or breaching security or

authentication measures without proper authorization; (iii) interfering with services to any user, host, or network, including, without limitation, by means of submitting a virus to the Online Services, overloading, "flooding", "spamming", "mail bombing", or "crashing"; (iv) using the Online Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (v) using any automatic or manual process to monitor or copy any portion of Drag Queen Storytime-Kentucky websites or the Online Services without Drag Queen Storytime-Kentucky prior written permission; (vi) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Online Services; (vii) introducing any viruses, Trojan horses, worms, time bombs, cancelbots or other computer scripts or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (viii) modifying, reverse-engineering, decompiling, disassembling, or otherwise reducing to a human-perceivable form any of the source code used by Drag Queen Storytime-Kentucky in providing the Online Services. Any system or network security violation may subject you to civil and criminal liability.

Our Online Services may be used only for lawful purposes. Transmission, posting, distribution, or storage of material or conduct in violation of any laws is strictly prohibited. You agree not to use the Online Services in any manner which causes, or may cause, any Infringement Violations concerning the property of Drag Queen Storytime-Kentucky or any third party. You shall be solely responsible for any violations of any laws and any Infringement Violations concerning the property of Drag Queen Storytime-Kentucky or any third-party rights caused by you. The burden of proving that your activities in connection with the Online Services do not violate any laws or cause any Infringement Violations rests solely with you.

11. Violations. Drag Queen Storytime-Kentucky may investigate reports of abuse or misuse and, if appropriate, limit or prohibit your use of the Online Services or modify your user profile to reflect its determinations. You agree that we may access your Account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized use of the Online Services Drag Queen Storytime-Kentucky does not intend to disclose the existence or occurrence of such an investigation unless required by law. Still, Drag Queen Storytime-Kentucky reserves the right to terminate your Account or your access to the Online Services immediately, with or without notice to you, if we believe you have violated any terms of these Terms of Use, furnished Drag Queen Storytime-Kentucky with false or misleading information, or interfered with the use of the Online Services by others. All determinations are final and are made at Drag Queen Storytime-Kentucky sole discretion. In agreeing to these Terms of Use, you agree to participate in investigations and be bound by Drag Queen Storytime-Kentucky determinations. If Drag Queen Storytime-Kentucky, in its sole discretion, determines that a violation of these Terms of Use has occurred, or if Drag Queen Storytime-Kentucky believes that your actions may cause legal liability for you, other users, or us, Drag Queen Storytime-Kentucky may take any steps or pursue any legal remedies that it believes are necessary or prudent, including, but not limited to, issuing a warning, filing a complaint, deleting any posted material from our Online Services, suspending or canceling your Account, releasing User Information, filing a report with the appropriate authorities and

exclude any person(s) who may have violated any terms of these Terms of Use Drag Queen Storytime-Kentucky may cooperate with any investigation by any federal, state, or local body or any court or tribunal. Such cooperation may be with or without notice to you.

12. Linking Policy. Drag Queen Storytime-Kentucky has entered into arrangements with sure third-party online service owners which allow us to place on such third party's website ("Third Party Site") and allows the third party to put on our Online Services a hyperlink (a "Link") or a banner advertisement ("Banner Ad") containing a link which allows our respective users to connect to the home page of Third Party Sites or our Online Services, as applicable. These Links and Banner Ads are provided for the benefit of the users of the Online Services. A Link or Banner Ad to or from a Third-Party Site does not imply that Drag Queen Storytime-Kentucky endorses the content on or the business of the Third-Party Site. You are solely responsible for determining the integrity and reliability of the information on the Third-Party Site. We are not responsible for the content, accuracy, or opinions expressed on any Third-Party Site. We will not, and are under no obligation to, investigate, monitor, or check the Third-Party Sites for accuracy, completeness, or any obscene, scandalous, inflammatory, pornographic, indecent, or profane defamatory, or unlawful content or materials. If you decide to leave the Online Services and access a Third-Party Site, you do so at your own risk. We are not responsible for the privacy policies applicable to Third Party Sites. Once you follow a link to a Third-Party Site, the Drag Queen Storytime-Kentucky Privacy Policy on the Online Services is no longer in effect concerning any activities connected to or conducted on such Third-Party Site. You should review the privacy policy available on the Third-Party Site.

13. DISCLAIMER OF WARRANTIES. Although Drag Queen Storytime-Kentucky strives to provide high-quality content, Drag Queen Storytime-Kentucky does not guarantee or warrant the Content's accuracy, completeness, or timeliness. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACCESS TO AND USE OF THE ONLINE SERVICES, INCLUDING ITS CONTENT, ARE AT YOUR SOLE DISCRETION AND RISK. THE ONLINE SERVICES (INCLUDING CONTENT SUCH AS ITEM DESCRIPTIONS) ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Drag Queen Storytime-Kentucky EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, REASONABLE CARE, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, TRUTHFULNESS, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/Noninfringement IN RESPECT OF THE ONLINE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL CONTENT THEREON), OR COMPLETENESS OF THE INFORMATION POSTED concerning ANY ITEMS OFFERED FOR BID OR SALE OR MATERIALS POSTED BY Drag Queen Storytime-Kentucky, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS) OR ANY OTHER MATERIALS AVAILABLE THROUGH THE ONLINE SERVICES. Drag Queen Storytime-Kentucky MAKES NO WARRANTY THAT THE ONLINE SERVICES, INCLUDING THE CONTENT, WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO OR USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT SUBJECT TO Drag Queen Storytime-Kentucky PRIVACY POLICY,

ANY DOCUMENT and DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE SERVICES IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL and DATA. Drag Queen Storytime-Kentucky MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY INFORMATION OBTAINED FROM ANY LINKED THIRD-PARTY SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY. BY USING THE ONLINE SERVICES, INCLUDING THE CONTENT, YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL Drag Queen Storytime-Kentucky OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, PARTNERS, AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR (I) ANY INFORMATION (REGARDLESS OF WHETHER PROVIDED OR OMITTED BY Drag Queen Storytime-Kentucky, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS)) CONTAINED IN, DISPLAYED ON OR OMITTED FROM THE ONLINE SERVICES; (II) ANY PERSON'S RELIANCE ON THE ONLINE SERVICES, INCLUDING THE CONTENT (REGARDLESS OF WHETHER PROVIDED BY Drag Queen Storytime-Kentucky, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS), WHETHER OR NOT THE ONLINE SERVICES, INCLUDING THE CONTENT, ARE CORRECT (OR ADEQUATELY PERFORMED), CURRENT OR COMPLETE; (III) THE CONSEQUENCES OF ANY ACTION YOU OR ANY OTHER PERSON TAKES OR FAILS TO TAKE BASED ON THE ONLINE SERVICES BY OR AS A RESULT OF THE USE OF THE ONLINE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR OR OTHER USER'S TRANSMISSIONS OR DATA; (V) THE LOSS OF ANY PERSONAL DATA THROUGH THE ONLINE SERVICES; (VI) DAMAGES CAUSED BY ANY ITEM OR SERVICE BOUGHT THROUGH THE ONLINE SERVICES; (VII) ANY CONDUCT BY ANY USER ASSOCIATED WITH THE ONLINE SERVICES, INCLUDING WITHOUT LIMITATION ANY SURVEYS, CHAT ROOMS, MESSAGE BOARDS OR OTHER ONLINE SERVICES CURRENTLY OFFERED OR OFFERED IN THE FUTURE. IN NO EVENT SHALL Drag Queen Storytime-Kentucky OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, PARTNERS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM ACCESS TO, THE USE OF, OR THE INABILITY TO USE THE ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO, UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF Drag Queen Storytime-Kentucky HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW. IF Drag Queen Storytime-Kentucky IS FOUND LIABLE, ITS LIABILITY TO YOU IS LIMITED TO \$500. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. These limitations apply, among another thing other things, to any third-party claims against Drag Queen Storytime-Kentucky. You agree that the provisions of Sections 13-16 represent a reasonable allocation of the risks under these Terms of Use and that Drag Queen Storytime-Kentucky allows you to access and use the Online Services based on the percentage of risk and the limitations of liability specified herein.

15. WAIVER OF CLAIMS. BY USING THE ONLINE SERVICES, YOU SIGNIFY YOUR AGREEMENT TO AND DO at this moment WAIVE ALL CLAIMS WHICH HAVE NOT BEEN FILED BUT MAY HAVE ACCRUED AGAINST Drag Queen Storytime-Kentucky OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, PARTNERS AND AFFILIATES BEFORE OR AS OF THE DATE OF YOUR ACCESS TO OR USE OF THE ONLINE SERVICES, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE ONLINE SERVICES, WHETHER IN LAW OR EQUITY, AND SUCH CLAIMS ARE FOREVER BARRED.

16. Indemnity. You agree to defend, indemnify and hold harmless Drag Queen Storytime-Kentucky its affiliates, providers, or its and their respective officers, directors, partners, shareholders, employees, contractors, agents, licensors, suppliers, service providers, advertisers, instructors, staff, successors or assigns (“Drag Queen Storytime-Kentucky Parties”) against any claims and expenses, including attorneys’ fees, resulting from or otherwise arising out of your access to or use of the Online Services or breach of these Terms of Use, including, but not limited to: forum postings; communications by and among you, Drag Queen Storytime-Kentucky, other users, our business partners, and other third parties; and Infringement Violations and violation of Laws by you.

17. Revocation of Access. Drag Queen Storytime-Kentucky reserves the right, at any time and at its sole discretion, to suspend or revoke your access to the Online Services or any use authorizations relating to the Online Services granted to you.

18. Use of Software. We may make specific software available to you from the Online Services. If you download software from the Online Services, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, “Software”), are deemed licensed to you by Drag Queen Storytime-Kentucky, for your personal, noncommercial, home use only. You acknowledge and agree that your access to and use the Software may be subject to additional terms. Such download does not transfer either the title or the intellectual property rights to the Software. We and our third-party licensors retain complete title to the Software and all intellectual property rights therein. You shall not sell, redistribute, or reproduce the Software, nor shall you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. You agree to comply with all United States and other applicable laws relating to the Software's export, re-export, or transshipment. Drag Queen Storytime-Kentucky or its licensors own all trademarks and logos, and you shall not copy or use them in any manner.

19. User Input. Drag Queen Story-Kentucky for any purpose without compensation to the contributor, subject to Drag Queen Storytime-Kentucky Privacy Policy.

20. MANDATORY 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 use of the time-Kentucky may use all electronic mail or communications provided by you to Drag Queen Storytime-Kentucky devices, and governs all

claims, disputes, or controversies between you and Drag Queen Storytime-Kentucky and each and all Drag Queen Storytime-Kentucky Parties, 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. You understand and agree that all Claims shall be resolved by final and binding arbitration using the American Arbitration Association's ("AAA") Commercial Arbitration Rules ("AAA Rules") in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Terms of Use, by one or more arbitrators appointed by said rules at a location within Kentucky. 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 the terms of this Terms of Use 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 by the applicable arbitration rules; but, if applicable, arbitration rules or laws require Drag Queen Storytime-Kentucky to produce a more significant portion or all such fees and costs for this Section to be enforceable. Drag Queen Storytime-Kentucky will have the right to elect to pay the payments to proceed to arbitration. The arbitrator's decision must consist of a written statement stating the disposition of each disputed claim. It must provide a view of the essential findings and conclusions on which the decision (any waif any) is 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, with 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 you. You acknowledge that the Online Services, including the Content, are controlled and originate from the United States. Drag Queen Storytime-Kentucky does not represent any content appropriate or available for use in other locations. Drag Queen Storytime-Kentucky has no responsibility for accessing the Online Services from territories where the Content may be illegal or otherwise prohibited. If

you choose to access the Online Services from other locations, you do so at your own risk, and you are responsible for compliance with applicable local laws. Any claim relating to the use of the Online Services, including any Content, shall be governed by the internal substantive laws of the State of Kentucky, without regard to its conflicts of laws rules, and shall be resolved under Section 20 of this Terms Use. User expressly consents to the jurisdiction of Georgia's state and federal courts for any such claim. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

22. Notices. Any notices given under these Terms of Use that are directed to Drag Queen Storytime-Kentucky shall be given by personal delivery, overnight courier, or registered or certified mail to: Drag Queen Storytime-Kentucky, PO Box 20323 Louisville, Kentucky 40250 We may update the address for notices to us by posting information on the Online Service. News provided by personal delivery will be compelling immediately, provided you obtain and keep that written confirmation of receipt. Notices News 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 business days after sent shipped.

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 registration, or (iii) by email to the email address you provided us at the time of Registration. 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.

23. General. These Terms of Use constitute the entire agreement between Drag Queen Storytime-Kentucky, and you concerning your use of the Online Services and supersede all previous and contemporaneous agreements, proposals, and communications, written or oral, concerning this subject matter. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section. If any part of these Terms of Use is deemed invalid or void, that part of these Terms of Use shall be deemed severable and shall. It shall not affect the validity or enforceability of any of the remaining conditions. Drag Queen Storytime-Kentucky failure to act concerning a breach by you or others does not waive our right to work with similar breaches. No agency, partnership, joint venture, employer-employee, or franchiser-franchisee relationship is intended or created by these Terms of Use. You may terminate these Terms of Use for convenience at any time by refraining from accessing or using the Online Services. Drag Queen Storytime-Kentucky may terminate these Terms of Use for convenience at any time by sending a notice to you or discontinuing your access to the Online Services. The preamble section and Sections 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 20, 21, 22, 23, and 25 shall survive any expiration or termination of these terms Use.

24. Infringement Policy. Under § 201.38 and the Digital Millennium Copyright Act (the "DMCA"), Drag Queen Storytime-Kentucky respects the intellectual property of others, and we ask our users to do the same. Drag Queen Storytime-Kentucky may cancel postings and terminate the accounts of users who may be causing Infringement Violations in appropriate

circumstances and at its discretion.

If you have found that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been violated, please submit the following information to our Designated Agent as identified below.

A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; B. Identification of the copyrighted work claimed to have been infringed, or if a single notification covers multiple copyrighted works at a single online website, a list of such works at that website; C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Drag Queen Storytime-Kentucky to locate the material; D. Information reasonably sufficient to permit Drag Queen Storytime-Kentucky to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and F. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA COUNTER-NOTIFICATION PROCEDURE (FOR COPYRIGHTED WORKS ONLY): After Drag Queen Storytime-Kentucky notifies a user that it has removed or disabled access to the user's post because it contains material that allegedly infringes a third party's copyright, the user may give Drag Queen Storytime-Kentucky a statutory counter-notification under the DMCA to have the material in question restored. Any counter-notifications must be given in writing by email, fax, or regular mail (see below) to Drag Queen Storytime-Kentucky Designated Agent as identified below and must contain the following elements:

A. Your physical or electronic signature; B. A description of the material that was taken down, C. The URL of the material before it was taken down, D. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled because of mistake or misidentification of the item to be removed or disabled, E. Your name, address, and telephone number; and F. A statement that you consent to the jurisdiction of the federal district court where your address is located (or if you reside outside the United States, that you agree to jurisdiction in Kentucky), and that you will accept service of process from the person who provided notification.

You may be found liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity does not infringe the copyrights of others. If you are unsure whether specific material may infringe another's copyright, we recommend that you first discuss this issue with legal counsel.

Please note that Drag Queen Storytime-Kentucky enforces a policy that allows the termination of users who are repeat infringers in appropriate circumstances. Please get in touch with Drag Queen Storytime-Kentucky Designated Agent to Receive Notification of Claimed Infringement

at the following address:

Designated Agent

Drag Queen Storytime-Kentucky

Attn: Infringement

PO BOX 20323

Louisville, Kentucky 40250

Phone:5022948092

Email: info@dqstky.org

25. 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 ("CDC"), health organizations, appropriate government agencies, and applicable state and local governments. While visiting Drag Queen Storytime-Kentucky properties, you must follow all posted instructions (collectively, the "Properties"). The added safety measures include the following:

A. Vaccination Definitions. As used herein, the term "Fully Vaccinated" refers to an individual present on any of the Properties (a "Guest") who, no less than two (2) weeks before entry to the applicable Property, 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, 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 entry to the applicable Property. Drag Queen Storytime-Kentucky may offer refunds at its discretion. By purchasing an admission ticket(s) and pass(es) and entering the Properties, you acknowledge and confirm on your behalf. On behalf of any individual who uses the admission ticket(s) and passes (es) 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 personnel before entry to the Property.

(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 and ground markings installed to assist Guests to responsibly move throughout the Properties and 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 who are 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. Non-Fully Vaccinated Guests over twelve (12) years of age must always wear face coverings 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 enter Drag Queen Storytime-Kentucky. 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, and we cannot guarantee that you will not be exposed during your visit.

This Section 25 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. By purchasing an admission ticket(s) and pass(es) and entering the Properties, you are acknowledging and confirming on your behalf and on behalf of any individual who uses the admission ticket(s) and passes (es) you purchased to enter the Properties (including any minor children), both now and in the future, that you understand and voluntarily expressly assume the risk that during your visit 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 contagious diseases. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting infectious 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 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 and cannot be eliminated. You further acknowledge and understand that if infected with COVID-19, the Coronavirus that causes COVID-19, or any other communicable and infectious disease, you may infect others you subsequently come in to 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. 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 25 to be a binding and complete release of liability for negligence and the inherent risks associated with visiting the Properties during an epidemic or pandemic concerning any controversy, claim or dispute that may arise out of or during your visit to the Properties 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 RELEASE AND DISCHARGE, AGREE TO INDEMNIFY AND DEFEND, AND COVENANT NOT TO SUE Drag Queen Storytime-Kentucky AND THE ADDITIONAL RELEASED PARTIES NOTED 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 RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY Drag Queen Storytime-Kentucky, 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 DURING ANY EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE PRECEDING RELEASE OF LIABILITY, AGREEMENT TO INDEMNIFY AND DEFEND 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 USING TICKET(S) AND PASS(ES) YOU PURCHASED OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY YOU AFTER YOUR VISIT TO THE PROPERTIES. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT YOU INTEND THAT THE PRECEDING RELEASE OF LIABILITY, AGREEMENT TO INDEMNIFY AND DEFEND 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 AN ADMISSION TICKET AND PASSES PURCHASED BY YOU TO ENTER THE PROPERTIES.

For purposes of this Section 25, you and Drag Queen Storytime-Kentucky agree that the **“Released Parties”** shall include (a) Drag Queen Storytime-Kentucky (b) Drag Queen Storytime-Kentucky 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.

