Terms and Conditions

- Dancing Decibels Inc is for real live events. Publishing fake or misleading content to appear in the app is not allowed. Content found to be made in this manner will be removed, the account will be disabled, and any payment will not be refunded.
- 2. Dancing Decibels Inc reserves the right to remove offensive content, including but not limited to hate speech, harassment, or discriminatory material.
- 3. Sexual content and explicit nudity are not allowed.
- 4. Dancing Decibels Inc is not responsible for push notification delivery. Push notifications are delivered on a best-effort basis. Once the request is submitted to Google and Apple, the timeline for delivery is no longer under Dancing Decibels Inc's control. End users may have settings that disable or delay their ability to receive notifications promptly.
 - In cases of emergency, use all available methods to disseminate important information, and do not rely solely on any feature Dancing Decibels provides.
- 5. Dancing Decibels Inc provides its services "as is" and makes no warranties, expressed or implied, about uptime, performance, or fitness for a particular purpose. Dancing Decibels Inc is not liable for any losses, damages, or missed communications resulting from the use or inability to use the service.
- 6. Refunds and Cancellations
 - a. Refunds will be issued to the original payment method, minus any non-recoverable processing fees charged by our payment provider.
 - b. Payments may be refunded up until any event data is published.
 - c. After an event has been published, refunds are at Dancing Decibels Inc's discretion.
- 7. When you publish your event, Dancing Decibels Inc exports your data to a publicly available location so the mobile apps and your website can access it. If you are embedding the content on your website, you must only access the data once for the entire site.
 - DO Example: You want to show the lineup and the schedule. Use the embedded type "Both," which loads the content once and displays it side by side automatically.

- DO Example: You want to show the lineup on one page, the schedule on another page, and the FAQ on a third page. Query the data once in a central location, then share it across all three pages.
- DO NOT Example: You want to show the lineup on one page and the schedule on another page, and each page queries the content separately.
- 8. Dancing Decibels requires an internet connection to trigger updates on the user's mobile app. All event data is downloaded upon joining the event but will not update further without an internet connection.
- Dancing Decibels Inc is not responsible for content you link to outside of Dancing Decibels.
- 10. Free Event eligibility will be determined by the total expected attendance (not downloads) of all free events, with an annual quota of approximately 1,000,000 attendees. Dancing Decibels Inc reserves the right to determine eligibility and to alter this quota.
 - After the free quota has been reached, further free events are at Dancing Decibels Inc's discretion.
 - Free events after the quota has been reached will have discount pricing available. We will work with you to find an affordable option.
- 11. Dancing Decibels Inc may remove published content after 5 years. Customers may choose to pay a small yearly archival fee to maintain extended history beyond this period.
- 12. Dancing Decibels Inc reserves the right to remove unpublished content after 1 year.
- 13. Past events may be removed from public listings after 1 year if Dancing Decibels is not used for the next occurrence of the event. The data will remain available to users who previously downloaded it. If you use Dancing Decibels again in the future, the archived data will be restored for users to view.
- 14. Dancing Decibels Inc may collect and store data necessary to provide the service, such as event information, administrator account details, and anonymized app usage metrics. For more information on how we handle data, see our Privacy Policy.
- 15. Event organizers are solely responsible for the accuracy and legality of the content they publish. Dancing Decibels Inc does not endorse or verify event information.
- 16. Features in Dancing Decibels may change, be added, or removed without prior notice.

17. Pricing

Dancing Decibels Inc charges the full-price regular admission cost to attend all days of the event. If your event has early entry <u>with scheduled programming</u>, that cost is also included.

Minimum: \$5 for paid events

Free events: no charge (limited annual availability)

The below pricing scheme is for events under 50,000 attendees, contact sales@dancingdecibels.com if your event is larger - our goal is to remain affordable at any size.

All prices exclude taxes/VAT when and where applicable.

Pricing Example 1	Pricing Example 2	Pricing Example 3
Early Bird: \$200 Regular: \$250 ← VIP: \$500 Early Entry Thu: \$50* ← Early Entry Wed: \$50* ← Early Entry Tue: \$50 *with programming	Saturday: \$200 ← Sunday: \$200 ←	Saturday: \$200 Sunday: \$200 Weekend Pass: \$375 ←
Total Price: \$350	Total Price: \$400	Total Price: \$375

Your regular admission price must reflect what attendees typically pay for general entry. Setting an artificially low "regular" price or structuring ticket options to reduce the amount owed to Dancing Decibels is considered abuse of the system and may result in corrective billing or account suspension.

- 18. Dancing Decibels Inc reserves the right to suspend or terminate accounts at any time for violations of these Terms or for activity that may harm users, the platform, or its reputation.
- 19. EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL DANCING DECIBELS INC NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT,

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE AND/OR APP, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

- 20. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Dancing Decibels Inc, its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website and/or App, including, but not limited to, your User Contributions, third-party sites, any use of the Website and/or App's content, services, and products other than as expressly authorized in these Terms and Conditions.
- 21. These Terms are governed by the laws of British Columbia, Canada, and any disputes will be handled in that jurisdiction.
- 22. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 23. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 24. The Terms and our Privacy Policy constitute the sole and entire agreement between you and Dancing Decibels Inc regarding its website and/or App and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 25. Dancing Decibels Inc may update these Terms from time to time. Continued use of the service after changes are posted means you accept the revised Terms.

26. By using Dancing Decibels or creating an event, you agree to these Terms and Conditions and our Privacy Policy. If you do not agree, do not use the service.

Privacy Policy

Last Updated: November 19, 2025

Dancing Decibels Inc ("we," "us," or "our") is committed to protecting your privacy. This Privacy Policy explains how we collect, use, and share information when you use our mobile application or website (collectively, the "App").

Information We Collect

Event Organizers

When you create an account to organize an event, we collect:

- Email address
- Name

All Users (Including Attendees)

We collect anonymized analytics and technical data through Firebase (a Google product) and Google Analytics, including:

- Device type and operating system
- Geographic region
- App usage patterns (e.g., which artists are favorited, which events are joined)
- Crash reports and application logs to identify and fix technical issues
- Daily active user metrics

Event data that you choose to publish (schedules, artist lineups, FAQs, etc.) becomes publicly accessible once published.

How We Use Your Information

We use the information we collect to:

- Provide and maintain the Dancing Decibels service
- Create and manage event organizer accounts
- Identify and fix bugs and technical issues
- Understand how the App is being used to guide feature development
- Generate analytics for event organizers about their events (e.g., number of attendees who joined, which artists are most popular)

• Share aggregate anonymized information publicly (e.g., highlighting trending artists)

Information Sharing

Event Organizers

We share anonymized analytics data with event organizers about their specific events, such as:

- Number of users who have joined their event
- Which artists have been marked as favorites
- General usage patterns

Third-Party Services

We use the following third-party services to operate Dancing Decibels:

- Firebase (Google): Account management, data storage, analytics, and crash reporting
- Google Analytics: Anonymized usage analytics
- Sentry: Crash reporting.
- Cloudflare: Image storage and hosting & delivery of published event data
- **Stripe:** Payment processing. All payment information (credit card details, billing addresses) is handled entirely by Stripe. Dancing Decibels Inc does not store or have access to your full payment information.

These services may collect and process your data in accordance with their own privacy policies.

We may add or change third-party service providers from time to time to maintain and improve our services. Any new providers will be held to similar privacy and security standards.

Children

Our App is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the App without parental consent. We do not knowingly collect personal information from children under 13 without parental consent. If you are under 13, do not use or provide any information on this App or on or through any of its features/register on the App, make any purchases through the App, use any of the interactive or public comment features of this App, or provide any information about yourself to us, including your name, address, telephone number, email address, or any user name you may use, without parental consent. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at the email address given below.

Public Information

Once an event is published, all event data (schedules, lineups, descriptions, images, etc.) becomes publicly accessible to anyone.

Aggregate Data

We may share aggregate, anonymized information publicly (e.g., "Artist X was favorited 10,000 times across all events").

We do not sell your data to third-party advertisers.

Data Retention

Except as otherwise permitted or required by applicable law or regulation, we will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements, based on the following guidelines:

- Event organizer accounts: Retained while your account is active
- Unpublished event content: May be removed after 1 year of inactivity
- Published event content: May be removed after 5 years (see Terms and Conditions for extended archival options)
- Analytics and crash reports: Retained as long as necessary for operational purposes

All data at this time resides in US based datacenters.

Data Security

Your data is protected through our third-party service providers. Payment information is encrypted by Stripe. Event and account data is protected by Firebase's access controls. Once event data is published, it becomes publicly accessible.

Accessing and Correcting your Personal Information

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes. By law you have the right to request access to and to correct the personal information that we hold about you.

We may request specific information from you to help us confirm your identity and your right to access, and to provide you with the personal information that we hold about you or make your requested changes. Applicable law may allow or require us to refuse to provide you with access to some or all of the personal information that we hold about you, or we may have destroyed, erased, or made your personal information anonymous in accordance with our record retention obligations and practices. If we cannot provide you with access to your personal information, we will inform you of the reasons why, subject to any legal or regulatory restrictions.

Changes to This Policy

We may update this Privacy Policy from time to time. We will notify you of significant changes by posting the updated policy with a new "Last Updated" date. Continued use of the service after changes are posted means you accept the revised Privacy Policy.

Withdrawing your Consent

Where you have provided your consent to the collection, use, and transfer of your personal information, you may have the legal right to withdraw your consent under certain circumstances. To withdraw your consent, if applicable, contact us at the email address given below. Please note that if you withdraw your consent, we may not be able to provide you with a particular product or service. We will explain the impact to you at the time to help you make your decision.

Contact Us

If you have questions about this Privacy Policy, please contact us at:

privacy@dancingdecibels.com