TERMS OF USE

LAST MODIFIED:
November 10th 2026

Please read these Terms of Use carefully before you start to use this Website and any related sub-pages. These Terms of Use will, among other things:

- Outline your legal rights regarding this Website,
- Explain the rights you give to us when you use this Website, and
- Establish how disputes or lawsuits regarding this Website will be handled, and includes waivers and limitations regarding your ability to bring claims against us relating to this Website.

By using the Website you agree to be bound and abide by these Terms of Use and consent to having your personal information collected and processed in accordance with our Privacy Policy. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

These Terms of Use compose of:

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1. Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and Venu Holding Corporation ("Venu," "we," "our," or "us") by your use of the Website. The following terms and conditions, together with any documents that they expressly incorporate by reference shall be referred to as the "**Terms**" and shall govern your access to and use of the Venu Website, venu.live (the "**Website**"), including any content and functionality of the Website.

When we refer to "**you**" or "**your**," we mean the person who is visiting and using the Website. If you are accessing the Website on behalf of, or for the purposes of, another person, including a business or other organization, "**you**" or "**your**" also means that other person, including a business organization, if applicable.

Please note that the Website is not targeted at children or intended for use by individuals under the age of 16. If you are under the age of 16, you are not permitted to use the Website. If you use the Website, you affirm you are at least 16 years old.

2. Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction and Arbitration sections will not apply to any disputes for which the parties have actual notice before the date the change is posted.

You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Governing Law and Jurisdiction

All matters relating to the Website and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

4. Dispute Resolution

Please read this section carefully – it significantly affects your legal rights, including your right to file a lawsuit in court and participate in a class action.

You and Venu agree that that most disputes that arise between us and that cannot be resolved informally shall be resolved through binding individual arbitration with limited exceptions as set forth below. Arbitration is less formal than a lawsuit in court, uses a single neutral arbitrator

instead of a judge or jury, and discovery and appellate review is more limited. This section also includes a class action waiver and jury trial waiver. For the avoidance of doubt, this section survives termination of these Terms and your relationship with Venu. It is Venu's goal that we meet your expectations; however, there may be instances when you have a problem or dispute that needs special attention. In those instances, Venu is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem, claim, or dispute that you may have with or against Venu (a "**Dispute**," as defined below), you acknowledge and agree that you will first give Venu an opportunity to informally resolve your Dispute as set forth below in this section. Venu agrees that it will do the same as to any Dispute that it might have with you. "**Dispute**" shall be interpreted broadly and shall include any dispute, claim or controversy between you and Venu, its affiliates and subsidiaries arising out of or relating to these Terms, your access or use of this Website, your use of any products or services sold through this Website or your relationship with Venu whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Dispute shall include: (a) any dispute or claim that arose before the existence of this or any prior Terms (including any claims related to advertising); (b) any dispute or claim that is currently the subject of any class action litigation in which you are not a member of a certified class; and (c) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disputes or claims concerning patents, copyrights, trademarks, and trade secrets, publicity, and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction to decide): (a) issues that are reserved for a court in these Terms and (b) issues that relate to the validity and enforceability of the arbitration agreement. This Terms and the arbitration agreement do not prevent you from bringing a Dispute to the attention of a government agency.

a. Mandatory Informal Dispute Resolution Process

Before submitting a demand for arbitration in accordance with the provisions set forth in this section, if either you or Venu has a Dispute with the other party, that party shall first provide the other party with a written notice related to that Dispute ("**Notice**"). If you have a Dispute with Venu, you agree to provide Venu with the Notice by sending the Notice by e-mail info@venu.live. If we have a Dispute with you, we will provide you with the Notice by sending it to the most recent contact information we have on file for you. A Notice must include all of the following: (a) a detailed description of the Dispute; (b) the nature and basis of the claim(s); (c) the relief sought and a calculation for it; (d) information sufficient for Venu or you to identify any relevant transactions, accounts, or experiences; and (e) the party's mailing address, email

address, and a phone number. Any Notice that you submit must be signed by you and any Notice that Venu submits must be signed by a Venu representative. If you want Venu to speak with your representative, please also provide Venu with a signed authorization to do so.

During the informal dispute resolution process, should the party receiving the Notice make a request, both parties shall participate in an individualized telephonic settlement conference to facilitate potential resolution of the Dispute. You agree to personally attend any such conference (along with counsel if represented) if Venu makes such a request, and we agree to have a Venu representative personally attend any such conference (along with counsel if represented) if you make such a request. You and we agree to negotiate in good faith in an effort to resolve any Dispute. This should lead to resolution, but if for some reason the Dispute is not resolved satisfactorily within sixty (60) days after receipt of a compliant Notice, you and we agree to the further dispute resolution provisions below. Both you and we agree that this informal dispute resolution process is mandatory and a condition precedent that must be satisfied before initiating arbitration. Any applicable limitations period (including statutes of limitations) will be tolled for 60 days from the time a fully compliant Notice is served on the other party unless the parties mutually agree to extend that period. A court of competent jurisdiction shall have the power to enforce this condition precedent to arbitration, including the power to enjoin the filing or prosecution of arbitration and the assessment and collection of arbitration fees. If the sufficiency of a Notice or compliance with this informal dispute resolution process is at issue and a party elects to have that issue decided by a court, then any arbitration shall be automatically stayed pending resolution of that issue. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this mandatory informal process in arbitration. You or Venu may commence arbitration if the Dispute is not resolved through this process.

b. Terms to Binding Individual Arbitration

You and Venu agree that subject to the limited exceptions set forth in these Terms, the sole and exclusive forum for any and all Disputes between you and Venu shall be final and binding individual arbitration.

c. Exception – Small Claims Court

Notwithstanding the foregoing, either party retains the right to have a Dispute heard in small claims court provided the Dispute falls within the jurisdictional limits of that court and otherwise qualifies for that court, seeks individualized relief, and so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. Whether a

Dispute falls within the jurisdiction of small claims court is for the small claims court to decide in the first instance and otherwise for a court of competent jurisdiction to decide.

d. Arbitration Procedures

You and Venu acknowledge that this section of the Terms affects interstate commerce and that the Federal Arbitration Act ("**FAA**") and federal arbitration law (and not state arbitration law) apply (despite any other choice of law provision).

Arbitration under these Terms shall be administered by the American Arbitration Association (the "**AAA**") in accordance with the then-current AAA Consumer Arbitration Rules (including applicable AAA Supplementary Rules), which are available at https://www.adr.org/Rules or by calling 1-800-778-7879, as modified by these Terms. You and we understand that the AAA's administrative determination that this arbitration provision comports with the Consumer Due Process Protocols is final and that neither a court nor an arbitrator has the authority to revisit it. If the AAA is unavailable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an administrator that will do so. If the parties cannot agree, they shall jointly petition a court of competent jurisdiction to appoint an administrator that shall do so.

The applicable AAA rules will govern the payment of AAA fees unless applicable law requires a different allocation of fees in order for this arbitration provision to be enforceable. If you are unable to pay your share of the AAA fees, we will consider a request to reimburse them so long as your claim is not held by an arbitrator to be frivolous or brought for an improper purpose.

You and Venu agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or Venu may elect to negotiate with the AAA regarding arbitration fees, and you and we agree to work together in good faith to ensure that arbitration remains cost-effective for all parties. The arbitration demand must be signed by either (i) the claimant if the claimant is unrepresented, or (ii) the claimant's attorney if the claimant is represented. By signing the arbitration demand, the claimant, or the claimant's attorney certifies to the best of their information, knowledge, and belief, formed after a reasonable inquiry under the circumstances that: (i) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of arbitration; (ii) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all parties and counsel.

The parties agree that the arbitrator may award the same relief available in court provided that such relief (including declaratory or injunctive relief) shall only be in favor of the individual party seeking relief and only to the extent necessary to provide the relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ARBITRATION OR IN LITIGATION. FURTHER, UNLESS YOU OR WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE ANY PERSON'S OR ENTITY'S CLAIMS WITH THOSE OF ANOTHER PERSON OR ENTITY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. IF AFTER EXHAUSTION OF ALL APPEALS ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED RELIEF; CLASS, REPRESENTATIVE, COLLECTIVE, AND PRIVATE ATTORNEY GENERAL CLAIMS; AND CONSOLIDATION IS FOUND TO BE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR WITH RESPECT TO A PARTICULAR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR INJUNCTIVE RELIEF), THEN THE PARTIES AGREE THAT SUCH A CLAIM OR REQUEST FOR RELIEF SHALL BE DECIDED BY A COURT AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.

The arbitration will be conducted before a sole neutral arbitrator who shall be located at or near the location where the arbitration will take place. Any in-person hearing will be conducted in the county or city in which you reside or at another location that is reasonably convenient for you. You may choose to have the arbitration conducted by a phone, telephonic, or video hearing, or solely through written submissions, except that any Dispute seeking $25,000 or more or injunctive relief shall have an in-person or video hearing unless the parties agree otherwise. You and Venu reserve the right to request a hearing in any matter from the arbitrator. You and a Venu representative shall appear at any hearing (with counsel if represented). Any facts, evidence, documents, or testimony introduced or produced in an arbitration proceeding may be used only in that proceeding and may not be disclosed, introduced, or used in another arbitration proceeding even if it involves the same or similar claims. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically

permitted by state law. The parties also agree that the arbitrator will not be bound by rulings in any prior arbitrations not involving the same parties, even if they involved the same or similar claims.

The arbitrator may not award relief to anyone who is not a party to the proceeding. The award of the arbitrator may require payment of the costs, fees, and/or expenses incurred by the prevailing party consistent with applicable law and the applicable AAA rules. The provisions of Fed. R. Civ. P. 68 shall be applied by the arbitrator after entry of an award. The arbitrator shall be bound by these Terms as a court would and shall issue a reasoned, detailed decision explaining the essential findings and conclusions on which the award is based. The arbitration award shall be binding only as to the parties and shall have no preclusive effect in any other arbitration or proceeding to which you are not a named party. Judgment on any arbitration award may be entered in a court of competent jurisdiction, except that an award that has been satisfied may not be entered.

e. Additional Procedures for Mass Arbitration Filings ("Additional Procedure")

If twenty-five (25) or more claimants (including you) submit Notices or seek to initiate arbitrations raising similar claims against Venu and are represented by the same or coordinated counsel or are otherwise coordinated ("**Mass Arbitration**"), you agree that these additional procedures shall apply. The parties agree that as part of these procedures, the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated through arbitration, and conserve the parties' and the AAA's resources. If you elect to bring your Dispute as part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

i. Stage One

If at least 50 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for Venu shall each select 25 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and

if there are fewer than 50 Disputes, all shall proceed individually as part of Stage One). Each of the 50 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of staged proceedings, counsel for the parties shall participate in a global mediation session with a retired state or federal court judge jointly selected by counsel in an effort to resolve all remaining Disputes, and Venu shall pay the mediator's fee.

ii. Stage Two

If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Venu shall each select 50 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of this second staged process. The number of Disputes to be selected to proceed in Stage Two can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually as part of Stage Two). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator unless counsel for the parties agree otherwise and shall proceed individually. If a case is withdrawn before the issuance of an award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, counsel for the parties shall participate in a second global mediation session with a retired state or federal court judge jointly selected by counsel in an effort to resolve all remaining Disputes, and Venu shall again pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Mass Arbitration Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

f. Future Changes to Arbitration Terms

If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice within 30 days of the change to info@venu.live. Such written notice does not constitute an opt out of arbitration altogether. By rejecting a future change, you are agreeing that you will arbitrate any Dispute as between you and Venu in accordance with this version of the arbitration agreement.

g. Class Action Waiver And Jury Trial Waiver

You and Venu each agree that any proceeding, whether in arbitration or litigation in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent permitted by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement. To the fullest extent permitted by law, you and Venu waive the right to a jury trial.

5. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

6. Permitted and Non-Permitted Uses of the Website

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use our Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Venu, its users and customers, or expose any of the same to liability.
- To violate (or help or encourage others to violate) these Terms or our other policies.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Accessing or using the Website via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Website is permitted only via individual users and materials may not be collected via automated or robotic methods. The Website and materials contained therein may not be used by you for the development, training, testing, validation, improvement or deployment of any artificial intelligence tool, including any and all training, self-improving, or machine learning software, models, algorithms, hardware or other artificial intelligence tools or aids of any kind . Artificial intelligence tools include, but are not limited to, systems that characterize structured or unstructured data; generate summaries, inferences, or decisions; or generate text or images, including within any generative artificial intelligence solution.

7. Intellectual Property Rights

The Website, including its content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) ("**Venu Content**") are owned by Venu, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Venu Content is not sold or transferred to you, and Venu and its licensors retain ownership of all copies of the Venu Content.

8. Trademarks

Venu's name and the Venu logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Venu or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

9. Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any reason, including for any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting information through the Website.

10. Reliance on Information Posted and Links to Other Sites

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Venu Website, or by anyone who may be informed of any of its contents.

We are not responsible, or liable to you or any third party, for the content or accuracy of any materials or information provided by any third parties.

11. Information About You and Your Visits to the Website

All information we collect through the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, including the disclosure of your personal information or any information or data you provide to Venu through the Website to third parties, including our service providers and vendors.

This Website may contain links to other independent third-party sites ("**Linked Sites**"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under our control, Venu is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites, including by reviewing the applicable terms of use or privacy policies of such Linked Sites. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials or information provided by any third parties.

12. Service Limitations

We shall make reasonable efforts to keep the Website operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Website, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Website or any function or feature thereof. You understand, agree, and accept that Venu will

make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Website, or to provide all or any specific content through the Website.

13. Linking to the Website and Social Media Features

You may link to our homepage of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice.

14. Accessibility of this Website

Venu works to make its Website accessible to all individuals, including those with disabilities. If you are having difficulty accessing our Website, please contact us using the contact information described at the end of these Terms. We will work to provide our products and services to you through alternative means.

15. Marketing and Promotional Communications

If you provide us your email address through the Website, you may receive marketing and promotional emails from us. You may opt out of these emails at any time by following the unsubscribe instructions in those messages. If you opt out, you may still receive non-marketing communications necessary to perform services you have requested from us.

We send text messages only to individuals who opt in by checking the SMS consent box on a VENU form. Providing a phone number through the Website does not, by itself, constitute consent to receive text messages. Text messaging is governed by our SMS Terms at https://venu.live/privacy/.

16. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED, OR ON ANY THIRD-PARTY WEBSITE LINKED TO THE WEBSITE.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER VENU NOR

ANY PERSON ASSOCIATED WITH VENU MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER VENU NOR ANYONE ASSOCIATED WITH VENU REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY COMMUNICATIONS OR INFORMATION OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, VENU HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

17. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL VENU, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY SITE LINKED TO IT, ANY CONTENT ON THE WEBSITE, 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, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

You agree to defend, indemnify, and hold harmless Venu, its affiliates, licensors, and service providers, and its respective officers, directors, employees, contractors, agents, 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 violation of these Terms or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

19. Waiver and Severability

No waiver by Venu of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Venu to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

20. Assignment

Venu may assign these Terms, and any of its rights under the Terms, in whole or in part, and Venu may delegate any of its obligations under the Terms. You may not assign the Terms, in whole or in part, nor transfer or sub-license your rights under the Terms, to any third party.

21. Entire Terms

The Terms constitute the sole and entire agreement between you and Venu regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

22. Contact Us

The Website is operated by:

Venu Holding Corporation
1755 Telstar Dr # 501, Colorado Springs, CO 80920

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@venu.live