**Terms of Use**

**Carlisle Productions, Inc.**

Last modified: October 22, 2026

These Terms of Use are entered into by you and Carlisle Productions, Inc. ("**Carlisle Productions**," "**Company**," "**We,**" or "**Us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of the websites www.carlisleauctions.com, www.carlislepafairgrounds.com, www.carlislefeatures.com, and www.carlisleexpo.com, as well as any mobile applications (our "**Apps**") (collectively, our "**Websites**").

By using any of our Websites, you agree to be bound to and abide by these Terms of Use and our Privacy Policy, available at https://carlislepafairgrounds.com/wp-content/uploads/2026/10/Carlisle-Productions-Inc.-Privacy-Policy-Carlislepafairgrounds.pdf, which is incorporated by reference. If you do not agree to these Terms of Use or our Privacy Policy, you must not access or use the Websites.

## Changes to the Terms of Use

We reserve the right to modify, amend, or restate these Terms of Use from time to time in our sole discretion. All changes are effective immediately at the time we post them and apply to all access to and use of the Websites thereafter.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time to stay aware of any changes, as they are binding on you.

## Accessing the Websites

We reserve the right to withdraw or amend these Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Websites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites, or the Websites as a whole, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Websites.
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites

that all the information you provide on the Websites is correct, current, and complete. You agree that all information you provide to these Websites or otherwise, including, but not limited to, through the use of any interactive features on the Websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

**Intellectual Property Rights**

The Websites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, 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.

These Terms of Use permit you to use the Websites for your legitimate business purposes relating to the Company's provision of services to you. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Websites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from these Websites.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Websites.

You must not access or use for any commercial purposes any part of the Websites or any services or materials available through the Websites outside of the legitimate business purposes relating to the Company's provision of services to you.

If you wish to make any use of material on the Websites other than that set out in this section, please address your request to: info@carlisleevents.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Websites or any content on the Websites is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

**Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on these Websites are the trademarks of their respective owners.

**Prohibited Uses**

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- 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 US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, an employee of the Company, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm the Company or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the Websites or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- 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 Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

**User Contributions**

The Websites may contain comments and reviews boards, personal web pages or profiles, forums, bulletin boards, or other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Websites.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Websites will be considered non-confidential and non-proprietary. By providing any User Contribution on the Websites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Websites.

**Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or part of the Websites for any or no reason, including, without limitation, any violation of these Terms of Use.

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 posting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Websites and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**Content Standards**

These content standards apply to all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is, in our sole discretion, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**Reliance on Information Posted**

The information presented on or through the Websites 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 visitor to the Websites, or by anyone who may be informed of any of its contents.

These Websites may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**Changes to the Websites**

We may update the content on these Websites from time to time, but their content is not necessarily complete or up to date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

**Information About You and Your Visits to the Websites**

All information we collect on these Websites is subject to our Privacy Policy. By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Linking to the Websites and Social Media Features**

You may link to our homepage, 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 without our express written consent.

These Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on these Websites.
- Send emails or other communications with certain content, or links to certain content, on these Websites.

- Cause limited portions of content on these Websites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Websites or portions of them to be displayed on, or appear to be displayed by, any other website, for example, framing, deep linking, or in-line linking.
- Link to any part of the Websites other than the homepage.
- Otherwise take any action with respect to the materials on these Websites that is inconsistent with any other provision of these Terms of Use.

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 in our discretion.

**Links from the Websites**

If the Websites contain links to other websites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to these Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites 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 Websites 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 WEBSITES OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITES LINKED TO THEM.

YOUR USE OF THE WEBSITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY 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.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR ITS 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 WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES, 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 limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

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

**Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their 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 of Use or your use of the Websites, including, but not limited to, any use of the Websites' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

**Governing Law and Jurisdiction**

All matters relating to the Websites and these Terms of Use, 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 Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

For any claims expressly excluded from arbitration under the Dispute Resolution Section below, any legal suit, action, or proceeding shall be instituted exclusively in the United States District Court for the Eastern or Middle District of Pennsylvania or the Court of Common Pleas of Dauphin County, Pennsylvania. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Dispute Resolution**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH CARLISLE PRODUCTIONS, INC. ON AN INDIVIDUAL BASIS AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY.

a. Scope of Dispute Resolution Section

As used in this Dispute Resolution Section (the "**Section**"), "**Dispute**" means any disputes, claims, suits, actions, causes of action, and/or demands in any way relating to or arising out of the use of the Websites, to information shared by you or others over the Websites or

through other websites, portals, or online services operated by the Company, to the Company's collection or sharing of your Personal Information, or to these Terms of Use. This Section does not apply to any of the following types of claims: (i) claims by employees of Company entities related to the terms or conditions of their employment; (ii) claims by or on behalf of Company customers for alleged products liability, wrongful death, or similar personal physical injury or survivor claims related to the customer's use of Company products or services; (iii) any individual action brought in small claims court for disputes and actions fully within the scope of such court's jurisdiction; or (iv) claims in which either party seeks injunctive or other equitable relief in a court of competent jurisdiction to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

b. Waiver of Right to Pursue Class Action or Collective Claims ("**Class Action Waiver Provision**")

You agree to resolve Disputes with us only in arbitration and only on an individual basis, and you waive any right to pursue any claims on a class, collective, or consolidated basis or in a representative capacity to the maximum extent permitted by applicable law. You and the Company agree that each may bring claims against the other only on an individual (non-class) basis and not as a plaintiff or a class member in any purported class or representative action or proceeding. Further, you and the Company agree that a Dispute cannot be brought as a class, collective, consolidated, or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals to the maximum extent permitted by law.

c. Agreement to Arbitrate Claims; Waiver of Jury Trial

By agreeing to these Terms of Use, both you and the Company are waiving the right to a jury trial on any Disputes. For any Dispute in any way relating to or arising out of the Websites or these Terms of Use, you and the Company agree that the Dispute shall be resolved by final and binding individual arbitration. No class, collective, consolidated, or other type of representative action arbitration will occur.

In addition, you and the Company agree that each party will notify the other party in writing of any arbitrable Dispute within thirty (30) days of the date the Dispute arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by certified mail or courier to: Carlisle Productions, Inc., Attn: Legal Department, 1000 Bryn Mawr Rd, Carlisle, PA 17013.

Your notice must include: (i) your name, street address, telephone number, the email address you use or have on record with us (as applicable), and, if any, an email address at

which you can be contacted; (ii) a brief description of the Dispute; (iii) the amount of money, if any, at issue in the Dispute; and (iv) the specific relief you are seeking. Carlisle Productions, Inc., will send notice to your last known street and email addresses on file, if any. Any Company notice will include: (i) our name, street address, telephone number and an email address at which we can be contacted with respect to the Dispute; (ii) a description in reasonable detail of the nature and basis of the Dispute; and (iii) the specific relief that we are seeking.

If you and the Company cannot agree on how to resolve the Dispute within thirty (30) days after the notice is received by the other party, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding with a written demand for arbitration.

d. Limitation on Time to Bring Action

You and the Company agree that regardless of any statute or law to the contrary, any claim or cause of action for or related to a Dispute must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action will forever be barred. This limitations period applies equally to claims brought by you and claims brought by the Company. Note that this may be a shorter time period than allowed under otherwise applicable law.

e. Arbitration Administration and Certain Procedures

You and the Company agree that, if and as available, any arbitration will be administered by the American Arbitration Association ("AAA"), except as otherwise modified by these Terms of Use.

https://www.adr.org/

If AAA is unavailable or unwilling to conduct the arbitration for any reason, then by mutual agreement the parties shall select an alternative, impartial, substitute arbitration administration service. If the parties cannot agree on a substitute within fourteen (14) days, either party may petition the United States District Court for the Middle District of Pennsylvania to appoint a substitute arbitration administrator. This agreement to arbitrate is not contingent on AAA being available or willing to conduct the arbitration.

You and the Company also agree to the following relating to any arbitration proceeding:

- You and the Company waive any right to bring Disputes before any court of law. Rights that you would have if you went to court, such as access to discovery, may be unavailable or limited in arbitration.

- Arbitration proceedings will take place in a mutually convenient location as agreed by the parties. If the parties are unable to agree on a location, the arbitrator will select the arbitration venue, which will be within Pennsylvania. Alternatively, the arbitrator, in his or her discretion, may order that the arbitration proceedings be conducted by telephone, online, and/or solely based on written submissions.
- The arbitrator will be either a retired judge or an attorney licensed to practice law in Pennsylvania and will be selected by the parties from the AAA roster of arbitrators. If you and the Company are unable to agree to an arbitrator within fourteen (14) days of AAA's notice to the parties of its receipt of the arbitration demand, then AAA will appoint the arbitrator in accordance with the AAA Rules.
- The arbitrator may award declaratory or injunctive relief only in favor of you or the Company and only to the extent necessary to provide the relief warranted by your or the Company's individual claim. The arbitrator shall not have any power to issue relief to anyone but you or the Company.
- These Terms of Use affect interstate commerce, and the interpretation and enforceability of this Section shall be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the maximum extent permitted by applicable law, except as otherwise modified by these Terms of Use.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. This confidentiality obligation applies equally to both you and the Company.
- You have the right at your own expense to be represented by an attorney of your own choosing. Carlisle Productions, Inc., likewise, has the right, at its own expense, to be represented by an attorney of its own choosing.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. If, however, you are able to demonstrate that the costs of arbitration will be prohibitive for you as compared to the costs of litigation, the Company will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines that the claim(s) asserted by either party in the arbitration are frivolous under applicable law, the losing party agrees to reimburse the prevailing party for reasonable costs and fees associated

with the arbitration that the prevailing party paid which the losing party otherwise would be obligated to pay under the AAA Rules.

If any term, clause, or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the provisions of these Terms of Use and will remain valid and enforceable, except as prohibited by applicable law.

Notwithstanding any other provision of these Terms of Use, you and Carlisle Productions, Inc. mutually agree that any disputes arising from these Terms of Use or use of the Websites, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, shall be submitted to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law, except for those claims expressly excluded from arbitration in Section (a) above.

**Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use 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 the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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 of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Carlisle Productions regarding the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites.

**Your Comments and Concerns**

These Websites are operated by Carlisle Productions, Inc.

All feedback, comments, requests for technical support, and other communications relating to the Websites should be directed to: info@carlisleevents.com