

Terms of Service

Last updated: June 10, 2026

Welcome to Where2Vibe. These Terms of Service ("Terms") are a legally binding agreement between you and Where2Vibe ("Where2Vibe", "we", "us", or "our") governing your access to and use of the Where2Vibe mobile app, website, platform, event pages, ticketing tools, host tools, group features, promotion tools, referral tools, support tools, and related services (collectively, the "Service").

Please read these Terms carefully. By accessing or using Where2Vibe, creating an account, viewing events, posting events, joining groups, buying tickets, promoting events, participating in referrals, or otherwise using the Service, you agree to be bound by these Terms.

If you do not agree to these Terms, do not access or use Where2Vibe.

Important notice: These Terms include disclaimers, limitations of liability, release and indemnity obligations, and dispute-resolution terms that may affect your legal rights.

1. Other policies that apply

These Terms include and incorporate by reference any additional policies we post or link to, including:

- our Privacy Policy;
- our Ticket Purchase & Refund Policy;
- our Community Guidelines;
- our Cookie & Tracking Policy;
- any host, promoter, ticketing, payout, referral, event promotion, or safety rules we make available through the Service.

If there is a conflict between these Terms and a more specific policy, the more specific policy controls for that topic.

2. What Where2Vibe is

Where2Vibe is an event discovery, hosting, ticketing, and community platform. The Service helps users discover, share, post, promote, discuss, and buy tickets to events, including nightlife, parties, car meets, bars, clubs, happy hours, live entertainment, and other events.

Where2Vibe provides tools that allow approved hosts, venues, promoters, organizations, and other event creators to list, manage, promote, and sell tickets to events.

3. Where2Vibe's role as a platform

Unless Where2Vibe clearly states otherwise in writing, Where2Vibe is not the creator, organizer, host, operator, promoter, sponsor, venue, security provider, transportation provider, or owner of events listed through the Service.

Events are created, posted, hosted, organized, operated, and managed by the applicable host, venue, promoter, organization, or event creator, not by Where2Vibe.

Where2Vibe does not guarantee that:

- an event is real;

- an event will happen;
- an event will be safe;
- an event will be legal;
- event details are accurate;
- the host has all required permits or permissions;
- a venue has approved the event;
- you will be admitted into an event;
- tickets will remain available;
- an event will match its description;
- other users are who they claim to be.

You are responsible for using your own judgment before attending, hosting, promoting, buying tickets to, or participating in any event.

4. Eligibility: 18+ only

You must be at least 18 years old to use Where2Vibe.

By accessing or using the Service, you represent and warrant that:

- you are at least 18 years old;
- you have the legal right and ability to agree to these Terms;
- you are not prohibited from using the Service under applicable law;
- all account information you provide is accurate and complete.

Where2Vibe is not directed to minors. If we learn or reasonably believe that a user is under 18, we may suspend, delete, restrict, or terminate the account.

Many events listed on Where2Vibe may be 18+, 21+, or otherwise age-restricted. Some events may involve alcohol, nightlife venues, clubs, bars, adult settings, or venue-specific rules. Where2Vibe does not guarantee that age labels are complete or accurate, and Where2Vibe does not guarantee the age, identity, or legal eligibility of any user, attendee, host, or event creator.

Users, hosts, venues, and event organizers are responsible for following all laws, venue rules, ID requirements, alcohol rules, age restrictions, and entry requirements.

5. Accounts and account security

You may need an account to access certain features of the Service.

You agree to:

- provide accurate, current, and complete information;
- keep your account information updated;
- not impersonate another person, business, venue, host, promoter, organization, or brand;
- not create fake, duplicate, misleading, or unauthorized accounts;
- not sell, transfer, share, or give access to your account;

- keep your login credentials secure;
- immediately notify us if you believe your account has been accessed without permission.

You are responsible for all activity that occurs under your account, including activity by anyone you allow to access your account.

If there is a dispute about account ownership, Where2Vibe may decide how to handle the account, including by suspending, transferring, restricting, or terminating it.

6. Hosts and event creators

If you post, promote, manage, sell tickets to, or otherwise create an event through Where2Vibe, you are a "Host" or "Event Creator" for purposes of these Terms.

Hosts are solely responsible for their events.

By posting, promoting, managing, or selling tickets to an event, you represent and warrant that:

- the event is real;
- you have the right to post and promote the event;
- you have permission from the venue, property owner, organizer, promoter, brand, artist, or other required party where needed;
- the event complies with all applicable laws, rules, regulations, ordinances, and venue policies;
- the event does not promote illegal, unsafe, misleading, fraudulent, or unauthorized activity;
- all event details are accurate, including date, time, location, address, age restrictions, pricing, ticket tiers, refund rules, entry rules, and safety rules;
- you have all required permits, licenses, approvals, insurance, and authorizations where applicable;
- you have the rights to all flyers, images, logos, music, trademarks, names, and content you upload or use;
- you will honor tickets, registrations, and event details as advertised unless you clearly communicate changes or cancellations;
- you will not use Where2Vibe to mislead users or redirect users to collect personal information outside the Service in an unauthorized way.

Hosts are responsible for event safety, event operations, crowd control, venue permission, legal compliance, entry decisions, refunds where applicable, cancellations, disputes, taxes, permits, and attendee communication.

Where2Vibe may request proof of authorization, venue permission, permits, ownership, ticketing rights, or other documentation. If you fail to provide satisfactory proof, we may remove, hide, restrict, or reject the event.

7. Event posting rules

You may only post events that are real, lawful, and authorized.

You may not post:

- fake events;
- duplicate events from multiple accounts;

- events using a venue without permission;
- events pretending to be hosted by another person, venue, brand, artist, promoter, or organization;
- events that promote illegal activity;
- events that encourage violence, racing, takeovers, reckless driving, property damage, trespassing, or other unsafe conduct;
- events that sell or promote illegal drugs, weapons, stolen goods, counterfeit goods, counterfeit tickets, or prohibited items;
- events with misleading date, time, location, price, age, lineup, ticketing, or refund information;
- flyers or images you do not have permission to use;
- events designed primarily to collect user data, redirect users to unauthorized third-party registration, or bypass Where2Vibe rules.

Where2Vibe may edit, hide, reject, remove, limit, flag, or require changes to any event for any reason, including if we believe the event is misleading, unsafe, unauthorized, illegal, duplicated, low-quality, abusive, or harmful to the Service or community.

8. Promoted, featured, verified, official, or highlighted labels

Where2Vibe may display labels such as "Promoted," "Featured," "Verified," "Official," "Trusted," or similar labels.

Unless we clearly state otherwise in writing, these labels do not mean that Where2Vibe is the host, organizer, owner, operator, sponsor, security provider, or guarantor of the event.

A label may indicate that an event was promoted, reviewed, highlighted, boosted, paid for, approved for display, associated with a verified host, or selected for visibility. It does not guarantee that the event is safe, lawful, accurate, endorsed, or free from risk.

Users should still confirm event details with the host or venue before attending.

9. Tickets, fees, refunds, and payments

Ticket purchases, service fees, platform fees, refunds, cancellations, chargebacks, disputes, payouts, and related rules are governed by these Terms and our Ticket Purchase & Refund Policy, which is incorporated into these Terms.

Where2Vibe may allow hosts to sell tickets through the Service. When you buy a ticket, you are purchasing access to the event from the applicable host or event creator. Unless Where2Vibe clearly states otherwise, Where2Vibe is not the organizer of the event.

Where2Vibe may charge service fees, platform fees, processing-related fees, promotion fees, or other fees. Fees may be shown separately or included in the ticket price. Some fees may be retained by Where2Vibe.

Payment processing may be handled by third-party payment processors such as Stripe. By making or receiving payments through the Service, you may also be subject to the payment processor's terms and privacy policy.

Unless otherwise stated in the applicable event listing or required by law:

- ticket sales are final;
- buyer-initiated refunds are not guaranteed;
- service fees may be non-refundable;

- platform fees may be non-refundable;
- payment processor fees may be non-refundable;
- hosts are responsible for honoring tickets and managing event operations;
- refunds may be handled by the host or by Where2Vibe support depending on the situation.

If you receive a refund, cancellation, chargeback, or reversal for a ticket, you must not use that ticket or any copy of it to enter the event. Attempting to use a refunded, canceled, transferred, duplicated, invalid, or fraudulent ticket is prohibited and may be treated as fraud.

Hosts must follow proper ticket validation, scanning, check-in, and entry procedures. Where2Vibe is not responsible for losses caused by a host's failure to properly validate tickets or manage entry.

Where2Vibe is not responsible for tickets purchased outside official Where2Vibe checkout or outside approved ticketing methods.

10. Host payouts, chargebacks, and disputes

If you sell tickets, receive payouts, use payout splits, or participate in ticketing through Where2Vibe, you agree that payouts may be delayed, held, reduced, reversed, or blocked where reasonably necessary, including because of:

- event cancellation;
- refund requests;
- chargebacks;
- suspected fraud;
- duplicate or fake events;
- unauthorized event posting;
- missing payout information;
- payment processor review;
- disputes;
- legal requirements;
- safety concerns;
- violation of these Terms or other Where2Vibe policies.

Where2Vibe may require identity, tax, banking, or verification information before allowing payouts. Failure to provide required information may delay or prevent payouts.

Hosts are responsible for any taxes, legal obligations, permits, licenses, refunds, chargebacks, penalties, and claims related to their events, ticket sales, and payouts.

11. Promoter, referral, ambassador, and reward programs

Where2Vibe may offer promoter, referral, ambassador, host-growth, event-promotion, or reward programs. Participation in these programs is subject to these Terms and any additional program rules we provide.

Where2Vibe may verify, delay, withhold, reduce, reverse, cancel, or deny any referral credit, promoter reward, payout, commission, status, badge, benefit, or promotional credit if we believe, in our sole discretion, that it resulted from:

- self-referral;
- fake accounts;
- duplicate accounts;
- bot activity;
- spam;
- misleading promotion;
- unauthorized use of referral links;
- referral manipulation;
- fraudulent ticket purchases;
- chargebacks;
- policy violations;
- illegal activity;
- abuse of the Service;
- any activity outside the spirit or rules of the program.

You may not use promoter or referral programs to spam, harass, mislead, deceive, impersonate, violate law, or collect personal information without permission.

Where2Vibe may modify, suspend, or end any promoter, referral, ambassador, reward, or promotion program at any time.

12. Groups, messages, and user interactions

Where2Vibe may allow users to join groups, send messages, react to content, vote, share tips, or interact with other users.

You are solely responsible for your interactions with other users, whether online or offline.

Group chats and messages may be used only for lawful event-related discussion, planning, and community interaction. You may not use groups or messages for harassment, threats, hate speech, sexual content, doxxing, spam, scams, illegal activity, solicitation, or any prohibited conduct.

Group owners may have certain tools, such as removing members or deleting groups. Users may leave groups where available.

Where2Vibe may review messages, reports, and related activity when content is reported, when we believe there may be abuse, or when needed for safety, support, legal, moderation, or enforcement purposes.

Where2Vibe has no obligation to monitor every message, group, user, or interaction.

13. Prohibited content and behavior

You may not use Where2Vibe to post, upload, share, promote, message, organize, facilitate, or engage in content or behavior that includes:

- illegal activity;
- threats, violence, harassment, stalking, intimidation, bullying, or doxxing;
- hate speech or discrimination based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability, medical condition, age, or other protected status;

- sexual content, nudity, exploitation, or content sexualizing minors;
- violent, graphic, shocking, or exploitative content;
- spam, scams, phishing, malware, fraudulent links, pyramid schemes, or MLM schemes;
- fake events, fake hosts, fake venues, fake profiles, or impersonation;
- unauthorized ticket resale, counterfeit tickets, ticket fraud, or ticket duplication;
- sale or promotion of illegal drugs, controlled substances, weapons, stolen goods, counterfeit goods, or other prohibited items;
- cannabis, CBD, prescription medication, tobacco, gambling, alcohol, firearms, or adult-content messaging where prohibited by law or messaging/platform rules;
- underage drinking, unsafe alcohol promotion, or violation of age-restricted laws;
- reckless driving, street takeovers, illegal racing, trespassing, property damage, or unsafe vehicle activity;
- content that infringes copyright, trademark, publicity, privacy, or other rights;
- content designed to evade moderation, filters, safety tools, spam detection, or platform rules;
- collection of another user's personal information for purposes outside the Service;
- unauthorized advertising or solicitation;
- activity that disrupts, overloads, damages, attacks, or interferes with the Service;
- activity that violates any applicable law, regulation, permit, venue rule, or these Terms.

Where2Vibe may remove content, restrict features, suspend accounts, ban users, notify law enforcement, or take other action if we believe these rules have been violated.

14. Real-world event risks

Attending, hosting, promoting, or participating in events involves real-world risks.

These risks may include, without limitation:

- illness;
- injury;
- disability;
- death;
- theft;
- property damage;
- vehicle damage;
- crowd-related risks;
- alcohol-related risks;
- unsafe driving;
- fights or violence;
- venue or security issues;
- weather;

- police or government action;
- event cancellation;
- denied entry;
- unsafe or illegal activity by others.

By choosing to attend, host, promote, buy tickets to, or participate in an event, you voluntarily assume the risks associated with that event.

You are responsible for your own safety, transportation, decisions, behavior, belongings, and compliance with law before, during, and after any event.

Do not drink and drive. Do not participate in illegal racing, street takeovers, reckless driving, trespassing, violence, or unsafe conduct.

15. No emergency use

Where2Vibe is not an emergency service.

If there is an immediate threat, emergency, crime, injury, unsafe situation, fire, medical issue, violent incident, or danger at or related to an event, contact local emergency services, venue staff, security, or the event organizer directly.

Do not rely on Where2Vibe support, messaging, reporting, or moderation tools for emergency response.

16. Reports, moderation, and enforcement

You may report events, profiles, messages, groups, or content through the app or by contacting support.

Where2Vibe may investigate reports and may take action including:

- removing content;
- hiding content;
- warning users;
- limiting features;
- requiring edits;
- suspending accounts;
- banning accounts;
- blocking user contact;
- canceling tickets or promotions;
- holding payouts;
- notifying payment processors;
- notifying law enforcement where appropriate.

Where2Vibe may use manual review, automated tools, or both to help detect violations, review content, enforce rules, prevent fraud, and improve safety.

Where2Vibe does not guarantee that every user, event, message, image, flyer, group, or listing will be reviewed before appearing.

If you believe content or your account was removed, limited, or suspended in error, you may contact support. We may, but are not required to, offer an appeal or restore content.

17. Third-party links, venues, services, and outside platforms

Where2Vibe may include links, integrations, or references to third-party websites, maps, venues, promoters, social media pages, ticketing platforms, payment processors, advertisers, sponsors, or other services.

We do not control and are not responsible for third-party services, including their:

- content;
- accuracy;
- availability;
- privacy practices;
- terms;
- pricing;
- refunds;
- ticket availability;
- entry rules;
- venue policies;
- products;
- services;
- actions;
- omissions.

If you interact with a third-party service, your relationship is with that third party, not Where2Vibe.

Where2Vibe is not responsible for losses, damages, disputes, denied entry, failed purchases, refund issues, or other problems caused by third-party services.

18. Location, maps, addresses, and distance information

Where2Vibe may display addresses, distances, maps, location estimates, directions, hidden address drops, venue information, or other location-related details.

Location and map information may be inaccurate, incomplete, delayed, unavailable, or changed without notice.

Where2Vibe does not guarantee the accuracy, availability, legality, safety, or completeness of any location, address, venue, map, direction, distance, or drop-time information.

You should confirm event location and safety with the host or venue before traveling.

19. User content

You retain ownership of the events, photos, flyers, messages, profile information, comments, ratings, reactions, reports, ideas, and other content you submit or upload through the Service ("Your Content").

By submitting Your Content, you grant Where2Vibe a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, store, use, copy, display, distribute, modify, resize, reformat, publish, transmit, and create derivative works from Your Content as needed to:

- operate the Service;
- display your content to users;
- promote events;
- provide host tools;
- provide ticketing tools;
- provide moderation and support;
- improve the Service;
- advertise, market, or promote Where2Vibe or events through Where2Vibe channels or supported third-party channels where applicable.

You represent and warrant that:

- you own or have all rights needed to submit Your Content;
- Your Content is accurate and lawful;
- Your Content does not violate anyone's copyright, trademark, publicity, privacy, or other rights;
- you have permission from any identifiable person shown in images, videos, or other content where required;
- Your Content does not violate these Terms or any applicable policy.

Where2Vibe may remove, hide, modify, resize, reformat, reject, or restrict Your Content at any time.

20. Flyers, images, logos, names, and trademarks

If you upload flyers, logos, photos, artist names, venue names, event names, brand names, or other protected material, you are responsible for making sure you have permission to use them.

You may not use Where2Vibe to impersonate or falsely suggest affiliation with a venue, promoter, brand, artist, organization, business, or person.

Where2Vibe may remove or restrict content that appears to infringe rights, mislead users, create confusion, or violate these Terms.

21. Intellectual property and app license

Where2Vibe and its content, design, software, code, databases, features, logos, trademarks, service marks, graphics, interfaces, data, and technology are owned by Where2Vibe or its licensors and are protected by intellectual property and other laws.

Subject to these Terms, Where2Vibe grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for lawful personal use or authorized host use.

You may not:

- copy, modify, reproduce, translate, localize, port, or create derivative works from the Service;
- reverse engineer, decompile, disassemble, or attempt to discover source code;
- rent, lease, sell, resell, sublicense, distribute, or commercially exploit the Service;

- remove or alter proprietary notices;
- use Where2Vibe trademarks without written permission;
- use the Service in a way that violates these Terms.

All rights not expressly granted are reserved by Where2Vibe.

22. No scraping, copying, competitor use, or unauthorized data use

You may not scrape, crawl, copy, harvest, extract, download, index, cache, mirror, reproduce, republish, sell, resell, license, commercially use, or otherwise exploit any part of Where2Vibe or its content without our prior written permission.

This includes:

- event listings;
- event titles;
- event descriptions;
- dates;
- times;
- locations;
- prices;
- age requirements;
- ticket tiers;
- flyers;
- photos;
- host profiles;
- user profiles;
- group content;
- messages;
- ratings;
- reactions;
- analytics;
- ticketing data;
- referral data;
- any other Service content or data.

You may not use bots, spiders, crawlers, scrapers, scripts, browser extensions, automated tools, AI agents, or other automated methods to access, monitor, collect, copy, or extract data from the Service.

You may not use Where2Vibe content or data to build, train, improve, or operate a competing product, event directory, recommendation system, database, website, app, AI model, commercial service, or similar product without our prior written permission.

Competitors, including employees, contractors, agents, or representatives of competing event discovery, event planning, nightlife, ticketing, or social-event platforms, may not access or use Where2Vibe for competitive research, copying, scraping, benchmarking, or product development without our prior written permission.

Normal use of the app, such as viewing events, saving events, sharing an event link, or sending an event to a friend through normal app features, is allowed.

23. Feedback

If you send us ideas, comments, suggestions, reviews, ratings, bug reports, feature requests, or other feedback, you agree that we may use it without restriction and without compensation to you.

Feedback is non-confidential and may be used by Where2Vibe for any purpose, including improving, developing, marketing, or promoting the Service.

24. Copyright and intellectual property complaints

Where2Vibe respects intellectual property rights.

If you believe content on Where2Vibe infringes your copyright, trademark, publicity rights, or other rights, contact us at support@where2vibe.com with:

- your name and contact information;
- a description of the work or rights you claim were infringed;
- the location or link to the allegedly infringing content;
- a statement that you have a good-faith belief the use is not authorized;
- a statement that the information you provide is accurate;
- your physical or electronic signature.

Where2Vibe may remove or disable access to allegedly infringing content and may suspend or terminate repeat infringers.

If your content was removed and you believe it was removed in error, you may contact us with a counter-notice. We may require additional information before taking action.

25. Communications, SMS, push notifications, and email

By using Where2Vibe, you agree that we may send you service-related communications, including through email, push notifications, in-app messages, phone, or text/SMS where enabled.

These may include messages about:

- your account;
- login or security;
- event activity;
- ticket purchases;
- refunds;
- cancellations;
- address updates;

- group activity;
- host tools;
- promoter/referral activity;
- moderation;
- support;
- policy updates;
- app updates.

If we send promotional messages, you may opt out where required by law. For SMS, you may be able to reply STOP to opt out or HELP for help, depending on the message provider and feature.

Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

Opting out of some communications may limit your ability to use certain features or receive important updates.

Where2Vibe does not share SMS opt-in consent data or SMS originator data with third parties for their own marketing purposes.

26. Beta features and changes to the Service

Where2Vibe may offer beta, test, early-access, experimental, or limited-release features.

Beta features are provided "as is" and "as available" and may contain bugs, errors, interruptions, or changes. We may modify, suspend, discontinue, or remove beta features at any time.

We may also modify, replace, suspend, or discontinue any part of the Service at any time, with or without notice.

27. Suspension and termination

Where2Vibe may suspend, restrict, or terminate your account or access to the Service at any time if we believe:

- you violated these Terms;
- you violated another Where2Vibe policy;
- you created risk or possible legal liability;
- your account is fraudulent, fake, duplicate, abusive, or unsafe;
- you are under 18;
- you misused ticketing, payouts, referrals, promotions, or host tools;
- your content or conduct harms users, hosts, venues, Where2Vibe, or the public;
- continued access would violate law or expose Where2Vibe to risk.

You may request account deletion as described in our [Privacy Policy](#).

Sections that by their nature should survive termination will survive, including intellectual property, content licenses, fee obligations, refunds, disclaimers, release, indemnification, limitation of liability, dispute resolution, governing law, and any other provisions intended to survive.

28. Disclaimers

The Service is provided on an "as is" and "as available" basis.

To the maximum extent permitted by law, Where2Vibe disclaims all warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, security, and uninterrupted operation.

Where2Vibe does not guarantee that:

- the Service will meet your expectations;
- the Service will be uninterrupted, secure, timely, or error-free;
- event details will be accurate;
- events will happen as listed;
- events will be safe or legal;
- hosts or users are who they claim to be;
- tickets will be available or honored by a host;
- refunds will be provided;
- venues will allow entry;
- messages or notifications will be delivered;
- location, distance, or address information will be accurate;
- content will be reviewed before appearing.

You use Where2Vibe at your own risk.

29. Release

To the maximum extent permitted by law, you release Where2Vibe and its owners, officers, directors, employees, contractors, agents, affiliates, service providers, payment processors, partners, and licensors from any claims, demands, damages, losses, liabilities, costs, and expenses arising out of or related to:

- events listed on the Service;
- your attendance at or participation in events;
- actions or omissions of hosts, venues, promoters, attendees, users, or third parties;
- disputes between users;
- event cancellation, denial of entry, safety issues, injury, illness, death, theft, or property damage;
- tickets, refunds, chargebacks, payouts, or event access;
- third-party websites, venues, services, links, or platforms;
- content posted by users or hosts;
- your use of the Service.

This release does not apply to claims that cannot legally be released.

30. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Where2Vibe and its owners, officers, directors, employees, contractors, agents, affiliates, service providers, payment processors, partners, and licensors from and against any claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- your use of the Service;
- your violation of these Terms or any Where2Vibe policy;
- your violation of law;
- your violation of another person's rights;
- Your Content;
- your event, if you are a host or event creator;
- your failure to obtain required permits, licenses, permissions, venue approvals, or authorizations;
- your tickets, refunds, cancellations, payouts, disputes, or chargebacks;
- your interactions with other users or third parties;
- your fraud, abuse, negligence, willful misconduct, or unsafe conduct;
- your promoter, referral, ambassador, or reward activity;
- any claim that your content, event, flyer, logo, image, music, trademark, or materials infringe another party's rights.

We may assume control of the defense of any matter subject to indemnification, and you agree to cooperate with us.

31. Limitation of liability

To the maximum extent permitted by law, Where2Vibe and its owners, officers, directors, employees, contractors, agents, affiliates, service providers, payment processors, partners, and licensors will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost data, loss of goodwill, service interruption, personal injury, property damage, event-related damages, or the cost of substitute services, arising out of or related to the Service or any event.

To the maximum extent permitted by law, Where2Vibe's total liability for any claim will not exceed the greater of:

- the amount you paid directly to Where2Vibe through the Service in the three months before the event giving rise to the claim; or
- \$100.

Some jurisdictions do not allow certain limitations of liability, so some limitations may not apply to you.

32. Dispute resolution, arbitration, and class-action waiver

Please read this section carefully. It affects your legal rights.

Before starting a legal claim, you agree to contact Where2Vibe at support@where2vibe.com and attempt to resolve the issue informally.

To the maximum extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms, the Service, your account, your use of Where2Vibe, or your relationship with Where2Vibe will be resolved through binding arbitration on an individual basis, rather than in court, except that either party may bring an individual claim in small claims court if the claim qualifies.

You and Where2Vibe agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff, class member, or representative in any class, collective, consolidated, or representative action.

The arbitrator may not consolidate more than one person's claims or preside over any class, collective, consolidated, or representative proceeding unless both you and Where2Vibe agree in writing.

This arbitration agreement is governed by the Federal Arbitration Act.

Nothing in this section prevents either party from seeking emergency injunctive relief in court where necessary to protect intellectual property, confidential information, security, safety, or unauthorized use of the Service.

If this arbitration section is found unenforceable for a particular claim, the unenforceable part will be severed and the remaining Terms will continue to apply to the maximum extent permitted by law.

33. Governing law

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

For any dispute not subject to arbitration, you and Where2Vibe agree to the personal jurisdiction of the state and federal courts located in Texas.

34. App store terms

If you download Where2Vibe through the Apple App Store, Google Play Store, or another app marketplace, you may also be subject to that marketplace's terms.

These Terms are between you and Where2Vibe, not Apple, Google, or any other app store provider. Apple and Google are not responsible for the Service, support, maintenance, warranties, claims, or content, except to the extent required by applicable app store terms or law.

For Apple-enabled software, Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you as related to your use of the app.

35. Force majeure

Where2Vibe will not be responsible for any failure or delay caused by events beyond our reasonable control, including natural disasters, weather, fires, floods, power outages, internet outages, labor disputes, riots, civil disturbances, terrorism, war, government action, epidemics, pandemics, payment processor outages, app store issues, hosting provider outages, or other events outside our control.

36. Assignment

You may not assign or transfer these Terms or your account without our prior written permission.

Where2Vibe may assign or transfer these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, financing, reorganization, sale of assets, or by operation of law.

37. Entire agreement

These Terms, together with the policies incorporated by reference, make up the entire agreement between you and Where2Vibe regarding the Service.

If any part of these Terms is found invalid or unenforceable, the remaining parts will remain in full force and effect.

Our failure to enforce any part of these Terms does not waive our right to enforce it later.

Section headings are for convenience only and do not affect interpretation.

38. Changes to these Terms

We may update these Terms from time to time.

If we make material changes, we will update the "Last updated" date and may provide additional notice through the app, website, email, or other reasonable means.

Your continued use of Where2Vibe after updated Terms become effective means you accept the updated Terms.

If you do not agree to the updated Terms, you must stop using the Service.

39. Contact

Questions, support requests, legal notices, or reports can be sent to support@where2vibe.com.

For emergencies, contact local emergency services first. Where2Vibe is not an emergency response service.