

GoTonight, LLC
Terms of Service and Privacy Policy
for
GoTonight.com and GoTonight Mobile apps

Effective Date November 5, 2024

PRIVACY POLICY

GoTonight, LLC ("GT") cares about online privacy. GT is a music show information website that provides a service to venues, artists and patrons, helping fans find local live music, and helping local live music find fans. Venues and artists post information regarding themselves, and about their shows. GT also accepts show information from the public, and assists in posting information in order to raise the level of completeness and accuracy.

Personally Identifiable Information Collection and Use

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us, or which is publicly available through internet searches.

Users are not required to become a member, and no personally identifiable information is collected on non-members. Minimal information is captured on users who are part of a music venue or artist, and who wish to be registered as a member in order to have their content on the site. Member's profiles only consist of name, email, location, and encrypted password, and members can edit or remove their profile at any time. The member's email may be added to a separate email list used only to send out weekly music highlights, and recipients are offered the option to opt out on each newsletter.

For these members associated with venues and artists, GT collects member submitted name and email address to authenticate members, and to send notifications to those members relating to, without limitation, the GT service, local live music news, their venue or artist's content participation, and analytic results of that participation. Similarly, our artist and venue profiles include a contact name, phone number and email address, and these may also be used to communicate with those members relating to, without limitation, the GT service, local live music news, their venue or artist's content participation, and analytic results of that participation.

Our system relies on venue and artist names as the public identifier for the group represented by the particular registered member. The free-form venue and artist profile descriptions allow venues and artists to enter any information they choose, and some of this publicly visible information may turn out to be personally identifiable from time to time; venues and artists can edit their profile description at any time.

Information in our system may be used to assist individuals connecting bands with venues and venues with bands. Statistical summaries of venue and artist show activity may be shared with music managers to help them match music offerings with patron preferences. We may share artist and venue contact information to those wishing to

facilitate the booking of shows, and to other members of those same entities as a means to help keep the information up-to-date.

Both Site Visitors and Registered Members may wish to provide us with comments and feedback concerning our Site generally. By communicating with us for these purposes, you may provide us with your email address and other personally identifiable Information. In these instances, we use any information you provide to us strictly for the purposes for which you submit the information. We may also retain any messages you send through the Service, and use this information to operate, maintain, and provide to you the features and functionality of the Service.

Anonymous, Aggregate Information

As is standard practice on many websites, GT also logs non-personally-identifiable user information, including IP address, device and browser type, profile information, and aggregate web page viewing data. This data is used to analyze trends, track users' movements around the site and gather demographic information about our users as a whole, as necessary to improve services and administer the site. GT will not use the information collected to market directly to any person. This non-personally-identifiable information may be shared with third-parties, such as ad service providers or advertisers, to provide more relevant services and advertisements to users. User IP addresses are recorded for security and monitoring purposes.

GT may send email messages which use a "click-through URL" linked to content on the GT or other website. When a customer clicks one of these URLs, they pass through a web server before arriving at the destination web page. GT tracks this click-through data to help determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked simply avoid clicking text or graphic links in the email.

Ezoic Services

This website uses the services of Ezoic Inc. ("Ezoic"). Ezoic's privacy policy is [here](#). Ezoic may employ a variety of technologies on this website, including to display advertisements and enable advertising to visitors of this website. For additional information about Ezoic's advertising partners, please see Ezoic's Advertising Partner Page [here](#).

Cookies

A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit, such as by storing your preferred search location. We use cookies on our website to recognize you when you return to our website, and set your zip code and radius to the last one used on our site, on that browser. If you click on a third party advertisement on our site, that advertiser may also set their own separate cookie, a process which would be governed by that entity's privacy policy. You may set your browser so that it does not accept cookies. If you disable cookies, you can still view the publicly available information on our website; cookies must be enabled on your web browser, however, if you wish to access certain

personalized features of our services. If you are using a shared computer and you have cookies turned on, be sure to log off when you finish.

Children's Privacy

GoTonight does not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register as members. The Service and its content are not directed at children under the age of 13. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at info@gotonight.com.

Limitations

GT may disclose your personal information if required to do so by law or in the good faith belief that such action is necessary in connection with a sale, merger, transfer, exchange or other disposition (whether of assets, stock or otherwise) of all or a portion of GT, or to (1) conform to legal requirements or comply with legal process served on GT; (2) protect and defend the rights or property of GT and this website; (3) enforce its agreements with you, or (4) act in urgent circumstances to protect personal safety or the public.

The GT website contains links to information on other websites. On websites we do not control, we cannot be responsible for the protection and privacy of any information that you provide while visiting those sites. Those sites are not governed by this Privacy Policy, and if you have questions about how a site uses your information, consult that site's privacy statement.

Notification of Changes

From time to time, GT may change its Privacy Policy and GT recommends that you consult this page regularly so that you may be informed of any changes. By using our website, you consent to the collection and use of the information you provide to us as outlined in this Privacy Policy.

TERMS OF SERVICE

Your Use of our Products

GoTonight, LLC ("GT") welcomes you to use our products to find local live music. This site contains data and other content owned by GT ("GT Content"). GT Content is or may be protected by copyright, trademark, patent, trade secret and other laws, and GT owns and retains all rights in the GT Content. You must use our products as described in these terms, in any accompanying documentation, and on our website. If you don't, we may delete your content, terminate your account, sue you, or report you to authorities.

Although we strive for a reasonably high level of completeness and accuracy, we make no promises of any kind regarding the completeness, accuracy or reliability of any content on our website. In the event of unresolved errors in the show listings, Venues own their stages and information that one of their members enters will take generally precedence over alternative information that may be entered by others. However if GT becomes aware of apparently reliable information suggesting an error or change in future show information posted by anyone with access, GT will endeavor to correct that information. Only a GT team member can override information a Venue or Artist entered, and that would happen only after an investigation or reasoned inference.

The information we collect is for ordinary viewing in a customary fashion through a website or mobile browser, or mobile app; nothing in the GT website or mobile apps may be used in any kind of commercial exploitation or otherwise replicated, displayed, transmitted or redistributed elsewhere, by any electronic or manual means, in whole or in part. If you have local live music relevant to your organization or establishment, linking to one of our full and unaltered web pages is welcomed. Any other re-use, in any form, of any information we publish is not permitted.

We do not surreptitiously obtain data from any other website, and surreptitiously scraping, extracting, mining, harvesting, hacking or manually copying GT's data is not permitted. While fragments of the data we offer may have been scattered about publicly at one time or another, the information we present has been made uniquely valuable by GT's large and continuing investments of time and money collecting and organizing what is, to the best of our knowledge, the only reasonably comprehensive source of local live music in the areas we serve. We develop and maintain the only known "assisted crowdsourcing" system in the world, and cannot pay the cost of our systems, administration and, most importantly, our Community Music Activists if we cannot own the results of our efforts. If you copy our information we will use all legal means to stop you; if we fail to stop you, we will go out of business as we lose the ability to monetize our products. Either way you will not get our information for long. And if we go out of business, thousands of local musicians, patrons and venues will be saddened. We think music is fun, brings people together, and is important to the vitality of the community – please be a friend to our work.

As would seem obvious to even a casual observer, this site is not targeted at anyone under age 13. Local live music is almost universally presented for adults of drinking age, and transportation is normally needed to make good use of the information we present. If you accept our terms of service, you are certifying that you are at least 13 years old.

Your Contributions

You must not use our products to post any content or to do something that is illegal, actionable, violative of anyone's rights, inauthentic, or intended to interfere with the normal operation of our products or our other users' enjoyment of them. Of course you also may not post any links that directly or indirectly enable you to do any of those things.

In order to make the site easy to use for everyone, we will keep an eye out for content that we think is partly or wholly inconsistent with the intended use of each data field, or

with the overall style and tone of our products. We may edit any of that content without notice.

GT will own the content you post, and by posting it you are giving us permission to display, copy, modify, and use it in our products forever, and you are guaranteeing to us that you have the authority to do so. Our mission is to help people find live music in their area every day, and we aspire to syndicate our collected database of weekly show information, achieving greater impact and earning the funds necessary to run our business.

Other People's Contributions

We do not monitor or exercise editorial control over user-posted textual content.

When using our products, you may encounter others' content that you find objectionable. You are welcome to report objectionable content to us, but we cannot guarantee that we will take any action in response, and we won't be liable to you if we don't. The user who posted the objectionable content may be liable to you, however. Who knows? We leave that to be resolved between the two of you.

If asked, we may help our users resolve disputes between them. Then again, we may not.

Your Identity

Any user profile that you establish with us is for use by you alone. You must not let anyone else use it and you are responsible for logging out if your computer is accessible to others.. You must be truthful when you identify yourself to us, and you must not impersonate anyone else.

When you use our products, we may collect and use data about you, as described in our Privacy Policy. Be sure you're OK with that before you tell us things.

We may display advertising on your profile page.

Limitations

We do not promise any particular results. We cannot guarantee any level of uninterrupted service. We are not obligated to keep our products running. We may discontinue any of them at any time.

Our products may include third party advertising and commercial content, and trademarks of other organizations. We endorse none of that and are not responsible for any of it. Follow links to other websites at your own risk.

Our products are provided "as is" and we disclaim all warranties, express and implied, including fitness for a particular purpose, merchantability, and noninfringement. We may

change the product at any time, and we may leave you to find out what changed on your own.

We won't be liable to you for any reason. The most we can be ordered to pay you under any circumstances is the amount of money you have paid us in the prior 30 days. You will have no right to seek equitable relief against us.

Let's try to resolve our disputes amicably and professionally. We don't want to go to court and neither do you. But if we have to, it will be in Pasco County, Florida.

If someone else sues us because of something you've done, thanks a lot. You must defend that suit for us at your expense.

If We Terminate Your Account

We can suspend your access to some or all of our services, terminate your account, or delete any of your content for any reason or no reason without notice. If we terminate your account, we will probably delete all your content, but we might not.

If we charge you fees for the use of any portion of our products and then we have to terminate your account because you have violated these terms, we won't owe you a refund.

Purchases

While most of our services are free, some are not. All subscription, advertising and report purchases are final and may renew automatically based on the terms of your selected package. Because of the nature of these packages, refunds are not typical and are issued at the sole discretion of GT, usually via website credit. Unless you notify GT of any discrepancies or unauthorized charges within thirty (30) days after they first appear on your payment statement, they will be deemed accepted by you.

These Terms

These terms are governed and enforced by Florida law.

If we change these terms, we'll post the changes on our website and you can decide whether to keep using our products subject to the changed terms.

GT reserves the right to assign its rights and obligations under these Terms.