

Terms of Service

Effective date: September 30, 2026

Important: These Terms of Service (the "Terms") form a binding agreement between you and Bigfoot Party Booking ("Bigfoot," "we," "us," or "our"). By creating an account, starting a free trial, purchasing a subscription, clicking to accept these Terms, or accessing or using our websites, applications, software, features, and related services (collectively, the "Service"), you agree to these Terms. If you use the Service for a business or other organization, you represent that you have authority to bind that organization, and "you" includes that organization.

1. Eligibility and business use

You must be at least 18 years old and legally capable of entering into a binding contract. The Service is intended primarily for businesses and organizations that offer parties, events, admissions, entertainment, or related services. You are responsible for ensuring that your use of the Service complies with laws, regulations, industry rules, and contractual obligations applicable to your business.

2. Accounts and account security

You must provide accurate, current information and keep it updated. You are responsible for all activity under your account, for safeguarding credentials, and for promptly notifying us of suspected unauthorized access. User limits and other entitlements depend on your plan. You may not share credentials in a manner intended to evade plan limits, impersonate another person, or provide unauthorized third-party access to the Service.

3. Free trials

Eligible customers may receive a 14-day free trial. Unless we expressly state otherwise at signup, no credit card is required to begin the trial. A trial does not guarantee continued access after the trial period. To continue using paid features after a trial, you must select or maintain an eligible paid subscription and provide an accepted payment method when requested. We may limit, deny, or terminate duplicate, abusive, fraudulent, or otherwise ineligible trials.

4. Plans, subscriptions and billing

Current plan descriptions and prices are displayed on our Pricing page. Unless otherwise stated, subscriptions are billed monthly and renew automatically until canceled. Basic, Plus, and Pro may include different features, user limits, location allowances, or other entitlements. Pro currently includes up to three locations; additional locations may be available for an additional recurring charge.

You authorize us and our payment processors to charge the payment method associated with your account for recurring subscription charges, applicable taxes, approved add-ons, additional locations, and other amounts you authorize. We may change prices or plan features prospectively. For an existing paid subscription, we will provide reasonable advance notice of a material price increase when required by law. Continued use after an announced change takes effect constitutes acceptance of the new price or plan terms.

Except where required by law or expressly stated otherwise, subscription charges already paid are non-refundable and we do not provide prorated refunds for unused portions of a billing period. You may cancel future renewal in

accordance with the cancellation controls or instructions we make available.

5. Payment processing and your customer transactions

The Service may integrate with third-party payment processors, including Stripe. Payment processing services are provided by the applicable processor and may be subject to separate agreements between you and that processor. Bigfoot is not a bank, card network, money transmitter, or payment processor.

You are the merchant or service provider for transactions with your customers unless expressly stated otherwise. You are responsible for your prices, deposits, balances, refunds, cancellations, chargebacks, disputes, taxes, gratuities, fulfillment, customer service, and compliance with card-network and payment-processor requirements. We do not guarantee that any payment, authorization, refund, or settlement will be completed or free from reversal, delay, fraud, or dispute.

6. Your content and customer data

You retain your rights in information, text, images, package descriptions, customer records, waiver content, and other material you or your authorized users submit to the Service ("Customer Content"). You grant us a non-exclusive, worldwide license to host, process, transmit, reproduce, display, and otherwise use Customer Content only as reasonably necessary to provide, secure, maintain, improve, and support the Service and as otherwise described in our Privacy Policy.

You represent that you have the rights and lawful basis necessary to provide Customer Content to us and to direct us to process it. You are responsible for the accuracy and legality of Customer Content and for providing any notices and obtaining any consents required from your customers, employees, guests, or other individuals.

7. Privacy and data protection

Our collection and use of personal information is described in our Privacy Policy. Depending on how you use the Service, you may independently have obligations as a business, controller, or similar regulated party with respect to personal information belonging to your customers. You are responsible for those obligations, including providing legally required notices and honoring applicable privacy rights.

8. Digital waivers and legal documents

Some plans may provide tools for creating, presenting, collecting, storing, or managing electronic waivers, releases, acknowledgments, or similar documents. These tools are technology features only. **Bigfoot Party Booking does not provide legal advice and does not represent or warrant that any waiver, release, electronic signature, disclosure, or other document is legally sufficient, enforceable, or appropriate for your business, jurisdiction, activity, or customer.**

You are solely responsible for the wording, presentation, retention, enforceability, and legal use of your waivers and other documents. You should obtain advice from qualified legal counsel regarding documents used by your business.

9. Email and text messaging

The Service may allow you to send or facilitate transactional, operational, or marketing communications. You are responsible for ensuring that messages you initiate or configure comply with applicable law, carrier requirements, industry standards, and provider policies. This includes obtaining and retaining any consent required before sending a message, honoring opt-out requests, accurately identifying the sender, and limiting messages to the subject matter and purposes for which consent was obtained.

You may not use the Service to send spam, unlawful telemarketing, deceptive messages, purchased-list messaging, or communications to recipients who have not provided legally sufficient consent where consent is required. We may suspend messaging capabilities or accounts that create compliance, abuse, deliverability, carrier, or reputational risk.

Bigfoot Party Booking SMS Program

If you separately opt in to receive SMS or MMS messages directly from Bigfoot Party Booking, you consent to receive messages relating to your account, trial, onboarding, service updates, support, and, where your opt-in expressly covers it, promotional information. Consent to receive marketing text messages is not a condition of purchasing or using the Service. Message frequency varies. Message and data rates may apply.

You may opt out at any time by replying **STOP** to a message. You may reply **HELP** for assistance. After an opt-out request, we may send a confirmation message and will stop messages covered by that opt-out unless you later provide valid consent again. Carriers are not liable for delayed or undelivered messages. Your mobile opt-in information and consent will not be sold or shared with third parties for their own marketing or promotional purposes. See our Privacy Policy for additional information.

10. Acceptable use

You may not use the Service to violate law or third-party rights; distribute malware; probe or disrupt systems without authorization; circumvent security, usage, user, or plan restrictions; scrape or harvest data unlawfully; send abusive or deceptive communications; process unlawful content; reverse engineer the Service except where such restriction is prohibited by law; resell or sublicense the Service unless we authorize it; or use the Service in a way that materially interferes with other customers or our infrastructure.

11. Third-party services

The Service may interoperate with third-party services such as payment processors, email providers, messaging providers, hosting providers, analytics services, and security services. We do not control third-party services and are not responsible for their availability, acts, omissions, terms, security, pricing, or changes. Your use of a third-party service may be governed by that provider's terms and privacy practices.

12. Intellectual property

The Service, including its software, design, branding, documentation, interfaces, and other materials supplied by us, is owned by or licensed to Bigfoot Party Booking and is protected by intellectual-property laws. Except for the limited right to use the Service during your authorized subscription or trial, no rights are transferred to you. "Bigfoot Party Booking," associated logos, and related branding may not be used in a manner that suggests sponsorship or endorsement without permission.

If you voluntarily provide suggestions or feedback about the Service, you grant us the right to use that feedback without restriction or compensation, provided we do not publicly identify you as the source without permission.

13. Service changes, maintenance and availability

We may modify, improve, replace, discontinue, or add features to the Service. We may perform scheduled or emergency maintenance and may experience outages caused by infrastructure, third parties, security events, Internet failures, force majeure, or other circumstances. We do not guarantee uninterrupted, error-free, or continuously available operation. Where commercially reasonable, we will seek to minimize material disruption.

14. Suspension and termination

You may stop using the Service and cancel your subscription as provided through the Service. We may suspend or terminate access if you materially breach these Terms, fail to pay amounts due, create security or legal risk, misuse the Service, engage in fraud or abuse, or if continued service would expose us or others to material harm. Where appropriate, we may provide notice and an opportunity to cure before termination.

Upon termination, your right to use the Service ends. We may retain or delete data in accordance with our Privacy Policy, legal obligations, backup practices, and legitimate business needs. You are responsible for exporting information you need before your access ends where export functionality is available.

15. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." BIGFOOT PARTY BOOKING DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AVAILABILITY, AND THAT THE SERVICE WILL BE ERROR-FREE OR MEET EVERY BUSINESS OR LEGAL REQUIREMENT.

We do not guarantee booking volume, revenue, customer attendance, payment collection, waiver enforceability, regulatory compliance, deliverability of communications, or any particular business result.

16. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIGFOOT PARTY BOOKING AND ITS OWNERS, AFFILIATES, PERSONNEL, CONTRACTORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO BIGFOOT PARTY BOOKING FOR THE SERVICE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) $100.

Some jurisdictions do not allow certain exclusions or limitations, so some of the above may not apply to you. Nothing in these Terms excludes liability that cannot lawfully be excluded.

17. Indemnification

To the extent permitted by law, you will defend, indemnify, and hold harmless Bigfoot Party Booking and its owners, affiliates, personnel, contractors, and service providers from third-party claims, damages, losses, liabilities, judgments, penalties, costs, and reasonable attorneys' fees arising from or relating to: (a) your Customer Content; (b) your products, services, parties, events, or customer relationships; (c) your violation of these Terms or applicable law; (d) your messaging, marketing, waivers, refunds, cancellations, taxes, or payment practices; or (e) your infringement or violation of another person's rights.

18. Governing law and venue

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Unless applicable law requires otherwise, any judicial proceeding arising out of or relating to these Terms or the Service will be brought in the state or federal courts having jurisdiction in Montgomery County, Texas, and each party consents to personal jurisdiction and venue there.

We have intentionally not included a mandatory arbitration or class-action-waiver provision in this version. Those provisions can materially affect legal rights and should be added only after review by qualified counsel.

19. Changes to these Terms

We may update these Terms from time to time. When we make material changes, we will provide notice as required by law, such as by posting updated Terms, updating the effective date, or providing notice through the Service or by email. Changes apply prospectively from their stated effective date. If you do not agree to updated Terms, you must stop using the Service and cancel any subscription before the changes become effective.

20. General terms

These Terms, together with policies and terms expressly incorporated by reference, constitute the agreement between you and us regarding the Service. If a provision is unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in effect. Our failure to enforce a provision is not a waiver. You may not assign

these Terms without our prior written consent, except as permitted by law. We may assign these Terms in connection with a merger, acquisition, reorganization, sale of assets, or similar transaction. Headings are for convenience only.

21. Contact

Questions about these Terms may be sent through the contact methods provided on the Bigfoot Party Booking website. For messaging assistance, reply HELP to a Bigfoot Party Booking text message or use the support contact information made available through the Service.

CONTACT
Bigfoot Party Booking
26400 Kuykendahl Rd, Ste C180
The Woodlands, TX 77375
United States
legal@bigfootpartybooking.com

Account Services / Billing / Subscriptions / Cancellations:
account.services@bigfootpartybooking.com

Technical Support:
support@bigfootpartybooking.com
1-800-590-4193