



# Terms of Service

Effective Date: August 27, 2025

[About GigTown](#)

[Accounts & Security](#)

[Artist Status](#)

[Content & IP](#)

[Messaging & Reviews](#)

[Electronic Communications](#)

[Acceptable Use](#)

[Third-Party Services](#)

[Termination](#)

[Disclaimers](#)

[Limitation of Liability](#)

[Indemnification](#)

[Governing Law](#)

[Changes](#)

[Contact](#)

By using our website, apps, or related services (together, the "Services"), you agree to these Terms. If you do not agree, please do not use the Services.

## — 1. About GigTown

GigTown is a **local music discovery and communications service**. We display information and profiles for **Artists** and **Restaurants/Venues** that host live music, and we provide tools so users can browse listings, **message Artists**, leave **reviews**, and submit **booking inquiries** for events.

From time to time, GigTown also engages with **clients and organizations** to provide consultation services related to live-music programming. Any such consulting may be subject to **separate terms** agreed with those clients.

**Bookings.** Users may submit non-binding inquiries through the Services, and public postings may be listed for Artists to submit to. Any performance engagement (date, time, location, compensation, technical needs, etc.) is agreed **directly between the client and the Artist**.

## — 2. Accounts & Security

Certain features require an account. You agree to provide accurate, current information and keep it updated. You are responsible for all activity on your account and for safeguarding your login credentials. Notify [help@gigtown.com](mailto:help@gigtown.com) of any unauthorized use.

## — 3. Artist Status; Independent Contractors

Artists who use the Services do so as **independent contractors**. Nothing in these Terms creates an employment, joint-venture, or partnership relationship between GigTown and any Artist. Clients and Artists are responsible for their own agreements, obligations, and compliance with applicable laws.

## — 4. User Content & Intellectual Property

You retain ownership of content you submit (audio, video, images, text, reviews, profile details) ("*User Content*"). You grant GigTown a worldwide, non-exclusive, royalty-free license to host, display, perform, transmit, adapt (e.g., transcode), distribute, and promote your User Content to operate and improve the Services (including discovery, search, thumbnails, and promotional placement of Artist or Venue pages). You represent you have rights to the User Content you submit.

## — 5. Messaging & Reviews

Registered users can message Artists via the Services. When a user sends a message, the Artist may receive **email/SMS** notifications with the message and the sender's contact details. Reviews must reflect genuine experiences and comply with law and our policies. We may moderate or remove content to protect users and platform integrity.

## — 6. Electronic Communications (Email, SMS/MMS & Push)

By using the Services, you agree we may contact you by **email, text message (SMS/MMS), and push notifications** at the contact points you provide.

- **Operational messages** may include account notices, booking confirmations, **gig reminders and day-of logistics**, schedule changes, and support messages.
- **Service announcements** may include updates to features, terms, or policies.
- **Promotional texts** are **optional** and sent only if you separately opt in.

**Consent & opt-out.** You can opt in on sign-up or forms by adding your mobile number and checking an unchecked box (or, where supported, by texting **START**). **Message frequency varies** (Artists may receive more messages tied to gigs). **Reply STOP** to opt out of texts; **HELP** for help; or email [help@gigtown.com](mailto:help@gigtown.com). **Msg & data rates may apply.** Manage push notifications in your device settings.

## — 7. Acceptable Use

You agree not to abuse the Services or violate any law; not to harass, defame, or infringe others' rights; not to upload malware; not to scrape, reverse engineer, or disrupt the Services; and not to impersonate others. We may suspend or remove content or accounts that violate these Terms.

## — 8. Third-Party Links & Services

The Services may link to or integrate with third-party sites or tools. We are not responsible for third-party services, which are governed by their own terms and privacy policies.

## — 9. Termination

You may close your account at any time. We may suspend or terminate access to the Services at any time for policy violations, risk of harm, or operational reasons. Sections that by nature should survive (including licenses, disclaimers, indemnity, limitations of liability, and dispute resolution) will survive termination.

## — 10. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE, THE DELIVERY OF ANY MESSAGE, OR THE AVAILABILITY/CONDUCT OF ANY USER, ARTIST, RESTAURANT, OR VENUE.

## — 11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GIGTOWN AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, DATA, OR BUSINESS INTERRUPTION. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) \$100 OR (B) AMOUNTS YOU PAID US (IF ANY) IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. Some jurisdictions do not allow certain limits; where they do not, the limits apply to the fullest extent permitted.

## — 12. Indemnification

You agree to defend, indemnify, and hold harmless GigTown and its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Services, your User Content, your violation of these Terms or law, or your dealings with third parties.

## — 13. Governing Law; Dispute Resolution

These Terms are governed by the laws of the State of California (without regard to conflict-of-law rules). Any dispute arising out of or relating to these Terms or the Services will be resolved by binding arbitration administered by JAMS (or a comparable provider). Either party may seek relief in small-claims court or pursue injunctive/equitable relief. Class actions are waived—disputes must be brought individually. You may opt out of arbitration within 30 days of account creation by mailing written notice to Local Music, LLC d/b/a GigTown — Arbitration Opt-Out, [mailing address] with your name, account email, and a statement that you opt out. For any permitted court actions, venue and jurisdiction lie in San Diego County, California.

## — 14. Changes to the Services or Terms

We may modify or discontinue features and may update these Terms from time to time. If changes are material, we will provide reasonable notice (e.g., by email or in-app). Your continued use after the effective date constitutes acceptance.

## — 15. Contact

Questions? [help@gigtown.com](mailto:help@gigtown.com) or [contact@gigtown.com](mailto:contact@gigtown.com).