

FamTickets

Terms of Service

Last Updated: June 5, 2023

Welcome to FamTickets!

The terms and conditions of this agreement (the “**Terms of Service**” or “**Terms**”) govern the access and use of the <https://famtickets.com/> website (the “**Site**”) and the purchase, possession, or use of any online ticket purchased on the Site (“**Event Ticketing**”) (collectively, the Site and the Event Ticketing, the “**Services**”). The Services are owned and operated by FamTickets LLC (“**FamTickets**,” “**we**,” “**us**,” or “**our**”), and these terms apply to visitors and users of the Services (“**Users**,” “**you**,” or “**your**”).

THESE TERMS OF SERVICE CONTAIN A MANDATORY AND BINDING INDIVIDUAL ARBITRATION CLAUSE, CLASS ACTION WAIVER, WAIVER OF RIGHT TO A JURY TRIAL, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

Please read these Terms of Service carefully before accessing and using the Services.

1. Acceptance

Your access to and use of the Services is conditional on your acceptance of these Terms. By accessing and using the Services, you agree on your own behalf and on behalf of any organization, entity, or another person on whose behalf you may act, to accept and abide by these Terms for each and every use of the Services. Please do not access or use the Services if you do not agree with these Terms of Service.

By agreeing to these Terms of Service, you also agree to the terms of our Privacy Policy available at <https://famtickets.com/legal/FamTickets-PrivacyPolicy.pdf>, which is incorporated by reference.

2. Updates to these Terms

We reserve the right to modify these Terms at any time by posting an updated version on the Services. At our sole discretion, we may also email registered Users with notification of changes. You are responsible for regularly reviewing these Terms, and your continued use of the Services after the effective date of a change constitutes your acceptance of the updated Terms. If any modification is unacceptable, you shall cease using the Services. If you have any questions about these Terms, contact us at support@famtickets.com.

3. Eligibility

You may only use the Services if you comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations. You must be 16 or older to use our Services and create an account on the Services. Any access or use of the Services by users under 16 violates these Terms. Please note that while some Events (defined below) listed on the Services may appeal to children, the Services are not targeted at children under the age of 16, and they are not permitted to use the Services. If you use the Services, you affirm that you are at least 16 years old. If you are under 16, you must have your parent's or guardian's permission to use the Services. If you are a parent or legal guardian of a User under the age of 16, by allowing your child to use the Services, you are subject to these Terms and are responsible for your child's activity on the Services. The Services may not be available to Users previously removed from the Services by us.

4. Our Services

Our Services provide an easy way for Users to find Events hosted by Organizations registered on the Services (“**Organizations**”) based on the location and preferences entered by the User. Our Services allow Organizations to list and market their Events on the Services (“**Events**”) and allow customers to purchase tickets to attend such Events (“**Consumers**”).

5. Disclaimers

5.1 Services Availability. We do not make any warranty, guarantee, or representation that the Services or the systems used to provide the Services will be available at all times or that it will be error or interruption-free. The Services are provided “as is,” and you acknowledge and agree that you will not rely on any existing features of the Services being available in the future, nor any proposed updates or additional features becoming available.

5.2 Our Content. We do not warrant or guarantee the accuracy, reliability, or usefulness of any information or content contained, distributed, or accessible on or through our Services. Any content on the Services provided by third

parties (such as our affiliates, Organizations, or other Users) is provided solely by such third parties, and we are not responsible or liable for such content.

5.3 No Pre-Screening. We do not screen or otherwise verify the Events listed on our Services or the truth and completeness of any information provided to us by an Organization, if any. We strongly encourage and recommend that Users conduct independent research about an Organization and/or Event before purchasing any tickets to Events through the Services. All in-person Events attended by Users through tickets purchased via Services are done entirely at the Consumer's own risk. We have no liability for any claims, injuries, loss, harm, and/or damages arising from and/or in any way related to any purchases made by Consumers through the Services, including, without limitation, any interactions or dealings between Consumers and Organizations, whether online or offline or any Event attended by a Consumer as a result of a ticket purchased through the Services.

5.4 No Endorsement. We do not select, recommend, or endorse any Organization featured on the Services. Certain features may allow you to enter search criteria and see filtered results based on your inputs, geographic location, and selected preferences. Any results, or the order thereof, should not be construed as a recommendation of any Organization over another.

5.5 Technology Provider. We do not act in any way except as a provider of technology to connect Organizations and Consumers. We do not offer advice, opinions, recommendations, or referrals. We are not partners, joint venturers, employers, or affiliated in any way with any Organization listed on the Services. If you choose to purchase tickets to an Event through the Services, you acknowledge that such purchase will create an agreement strictly between the Consumer and the applicable Organization, and at no time shall we be liable or responsible for any disputes between a Consumer and any Organization featured on the Services.

6. Access to the Services

You may access and use the Services for its intended purpose and in accordance with the terms and conditions set forth in these Terms of Service. You are responsible for your compliance with these Terms and your own acts and omissions while using the Services and for all acts and omissions of any third party who may gain access to or use the Services under your email address. Subject to these Terms, you are hereby granted a non-exclusive, non-transferable, non-sublicensable right to access and make personal, non-commercial use of the Services. If you are an Organization, you may make further use of the Services in compliance with our Organization Agreement (<https://famtickets.com/legal/FamTickets - Organization Agreement.pdf>). FamTickets, our licensors, or our designees reserve all rights not expressly granted in these Terms. We reserve the right to terminate and/or prevent your access and use of the Services if you violate these Terms or for any other reason, even if not expressly stated in these Terms.

7. User-Generated Content

7.1 In General. Our Services may allow you to create Events, including Event descriptions, imagery, and related information, and the Services may also contain blogs, message boards, chat rooms, and other interactive features that allow you to upload, create, link, share, access, and otherwise submit information and content (collectively, "**User-Generated Content**"). User-Generated Content will be treated as non-confidential and may be viewable by other Users. You are solely responsible for the accuracy, quality, integrity, and legality of your User-Generated Content.

7.2 Prohibited Content. You agree not to upload, download, post, email, or otherwise transmit any content that violates our Community Guidelines (<https://famtickets.com/legal/FamTickets - Community Guidelines.pdf>), including, without limitation:

- May infringe any intellectual or proprietary rights of any third party;
- May be considered false or misleading information;
- Violates another person's rights of celebrity or privacy, which includes, without limitation, uploading a picture of another person without such person's consent;
- Contains images, content, or illustrations of animal violence or cruelty;
- Promotes illegal activities, including, without limitation, illegal drug use, illegal gambling, or unaccepted business practices;
- Contains raffles, sweepstakes, giveaways, or otherwise promotes commercial products or services;
- Misrepresents your association, or lack thereof, with another person, organization, or business entity;
- Contains images, content, or illustrations that promote weapons or firearms;
- Is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously or otherwise objectionable;
- May be considered unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;
- Would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, or national law; or
- Would likely incite, promote, or support discrimination, hostility, or violence.

7.3 Monitoring. Without limiting the foregoing, we or our designees shall have the right (but not the obligation), at our sole discretion, to reject or remove User-Generated Content that is available via the Services if it violates these Terms or is otherwise objectionable to us, and we may do so without any obligation to you, monetarily or otherwise.

8. Data Security

You understand that the technical processing and operation of the Services, including the processing of your Personal Information (as defined below), may involve transmissions over various networks and changes to conform and adapt to the technical requirements of connecting networks or devices. We will maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of your Personal Information. You recognize and agree that hosting content online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Services, you assume such risks. We offer no representation, warranty, or guarantee that your information will not be exposed or disclosed through errors or actions of third parties or us, including negligence. **"Personal Information"** means any information relating to an identified or identifiable natural person; an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

9. User Privacy

Your privacy is very important to us. Our Privacy Policy (<https://famtickets.com/legal/FamTickets - Privacy Policy.pdf>) sets out the categories of personal information and other data we collect and how we collect, store, and use it. By accepting these Terms, you expressly consent to our disclosure and use of your Personal information as described in our Privacy Policy, which is incorporated herein by reference. We encourage you to read our Privacy Policy before you submit any Personal Information to the Services. Without limiting the terms and conditions of our Privacy Policy, you acknowledge and agree that we may disclose your Personal Information, including your name, email address, and account activity, when we believe, in our sole discretion, that such disclosure is necessary or appropriate to: (i) comply with legal processes; (ii) enforce these Terms; (iii) respond to claims that your User-Generated Content violates the rights of third-parties; (iv) to investigate the use of or respond to alleged violations or infringement of Third-Party Content (defined herein); or (v) to protect our rights, property, or personal safety or that of other Users or the public.

10. User Conduct

In using the Services, you must comply at all times with all applicable laws, including, without limitation, all intellectual property, non-discrimination, privacy, and data security laws, and will not take any action that harms or violates the rights of any person or entity. Without limitation, you agree to not:

- Reproduce, duplicate, copy, sell, rent, lease, resell, or exploit for commercial purposes any portion of the Services without our express written consent;
- Share nonpublic features of the Services or any content contained on the Services with any third party;
- Use the Services in any way to discriminate against any individual or class of individuals protected under federal, state, or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist, or discriminatory activities or outcomes;
- Use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any person or that violates any applicable law;
- Modify or create derivative works based on the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Remove or alter any copyright, watermark, attribution marks, or other proprietary notices on the Services or contained in the software used to provide the Services;
- Use or access the Services to provide service bureau, time-sharing, or other computer hosting services to third parties;
- Upload, download, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment;
- Disrupt or interfere with the security of, or otherwise abuse, the Services, system resources, accounts, servers, or networks connected to or accessible through the Services or affiliated or linked to the Services;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the Services;
- Access, tamper with, or use non-public areas of the Services. Unauthorized individuals attempting to access these areas of the Services may be subject to prosecution;
- Disrupt or interfere with any other Users' enjoyment of the Services;
- Use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission;
- Access the Services to build, or help others to build, a similar or competitive product; or
- Frame or link to the Services except as permitted in writing by us.

- Use any content for distribution electronically that competes with the Services (i.e. making tickets available for others to purchase, whether for the same price, at a discount, or at a premium);
- Use an automated ticket purchasing technology to search for, reserve, or purchase tickets through the Services;
- Reproduce or scan tickets in a format or medium outside the Services;
- Decipher, decrypt, modify, or reverse engineer any tickets or underlying algorithms or barcodes used on or in conjunction with the Services;
- Order, or attempt to order, a number of tickets for an Event that exceeds the stated limit for that Event; or
- Use any fake tickets or tickets which have been returned and/or refunded to you for an Event.

11. Event Ticketing

11.1 Purchase of Tickets. You can search Organizations and Events through the search filters provided on the Services. You may purchase an Event ticket on the Services in accordance with the terms and conditions established by the applicable Organization listing the Event. Each Organization sets its own prices for its Events ("**Event Prices**") and the applicable terms and conditions, including applicable refund policies, if any. All ticket prices for Events that occur in the United States are stated in U.S. Dollars. We are not a party to such agreement, and any dispute arising out of any ticket purchased by you is solely between you and the applicable Organization. We do not control and are not responsible for any information provided in an Event description, and such information is solely up to the Organization.

11.2 Price Change. Ticket prices are subject to change at any time prior to the order confirmation at the sole discretion of the Organization, and we do not guarantee that you will be able to purchase the tickets for the prices shown on our Services or that such tickets will be available until you receive your order confirmation.

11.3 Fees. We act as a technology provider, connecting Consumers with Organizations. When you purchase an Event ticket through the Services, we will charge a services fee per ticket in the amount specified to you at the time of purchase ("**Service Fee**"). Services Fees are subject to change at any time at our discretion. In addition to Service Fees, our Payment Processor (defined below) assesses a processing fee at the time of purchase ("**Processing Fees**") (collectively, Service Fees and Processing Fees, "**Fees**"). Fees are non-cancellable and non-refundable when paid, including when an Event is canceled or rescheduled and you have received a refund from the Organization.

11.4 Order Confirmation and Processing. Your order is confirmed when you are provided a confirmation number on the Services. You will also receive confirmation of your ticket purchase via email at the email address provided at the time of purchase. If you experience technical difficulties following the submission of your payment, it is your responsibility to check your email for an email confirmation or to contact the applicable Organization to determine whether or not your order has been placed. You may also check the status of your order by logging into the Services with the email address provided to us at the time of purchase. We are not responsible for any losses (monetary or otherwise) related to your failure to verify your order confirmation.

11.5 Payment. You must provide payment information through our Payment Processor (as defined in these Terms) to purchase Event tickets through the Services. Payments will be processed through the Payment Processor (such as Stripe) when an order is entered into the Services, and FamTickets does not collect or store any financial information. You agree to pay all amounts in accordance with any terms provided to you by the applicable Organization at the time of purchase. By purchasing an Event ticket on the Services, you authorize the Organization you purchase the ticket from to charge you the full amount at the time of purchase. We are not a party to any transaction on the Services and are not responsible for any disputes regarding amounts paid or goods or services provided between an Organization and you.

11.6 Taxes. The purchase of Event tickets may be subject to applicable federal, state, or local taxes. The prices of the Event tickets displayed on the Services are exclusive of any taxes, and any applicable taxes will be specified and charged to you at the time of checkout.

12. Rescheduling and Refunds

12.1 Refunds in General. Unless stated otherwise by the Organization, all ticket sales are final, and refunds are only allowed in limited circumstances, as explained in these Terms and on the applicable terms and conditions established by the Organization for each Event. Before purchasing any ticket to an Event, please review the terms and conditions for the applicable Event. If your Event is eligible for a refund, and such refund requests must be submitted to the applicable Organization, and the Organization is solely responsible for the processing of refund payments. All permitted refunds include the Event Price, but any associated Fees are nonrefundable unless otherwise specified by the Organization at the time of purchase. If we process a refund in error to you, we reserve the right to recharge the original method of payment used at the time of purchase, limited to the amount issued in error. All refunds will be provided to the payment method used for the original purchase, and neither we nor the Organization is responsible for providing refunds to an alternative payment source.

12.2 Event Reschedule. If an Organization reschedules an Event that was purchased by you through the Services, your ticket will still be valid for the new date, and no further action is required. The Organization may approve

refunds for rescheduled Events entirely at its discretion. If you are notified that the Organization has authorized a refund for the Event that you have purchased, and you would like to request a refund, you shall submit a refund request to the applicable Organization responsible for the Event.

12.3 Event Cancellation by an Organization. If an Organization cancels an Event, all associated tickets will be automatically refunded to the payment method provided at the time of purchase. Refunds for cancellations include the return of the Event Price, but any associated Fees are non-refundable unless otherwise provided by the Organization.

12.4 Ticket Cancellation by Us. We reserve the right to cancel, without notice, the ticket you purchased on the Services if: (i) the amount you paid for a ticket is incorrect; (ii) you were able to purchase the ticket before the scheduled sale date; (iii) if you purchased a number of tickets that exceed the purchase limit for that Event as displayed on the Services; (iv) in any other situation where an error has occurred, whether because of a human error or a transactional malfunction on the Services. Our right to cancel your ticket does not exclude all other rights and remedies available to us under these Terms or at law. If we exercise our right to cancel your tickets, you will receive a refund for the amount paid by you, including the Event Price and all Fees incurred in the transaction.

13. Term and Termination

13.1 Termination by Us. We, without prior notice, may suspend or terminate your use of the Services at any time if, in our sole discretion, your use of the Services is in violation of these Terms or applicable laws or if we otherwise reasonably believe that your use of the Services could cause damage to the Services, the rights of other Users, or for any other reason, even if not expressly set forth in these Terms. Our right to suspend and/or terminate your access to or use of the Services does not limit our right to seek any other remedy through these Terms or at law.

13.2 Effect of Termination. Suspension or termination of your right to access the Services may result in the deletion of your Personal Information and User-Generated Content associated with your account. Upon notice of suspension or termination of your account, you agree to stop accessing or using the Services immediately. Your rights and responsibilities regarding the Event tickets purchased through the Services shall survive the termination of your account and remain subject to the terms and conditions of the agreement entered between you and the applicable Organization.

13.3 Preservation of Your Account Information. We reserve the right, but not the obligation, to maintain your Personal Information, even after you terminate your account. You acknowledge and agree that we may preserve your Personal Information and may also disclose your Personal Information for as long as necessary to enforce our legal agreements, including these Terms, and maintain a record of transactions on the Services, such as the purchase by you of Event tickets, and for any other purposes unless expressly prohibited by applicable law.

14. Proprietary Rights

14.1 Our Proprietary Rights. You acknowledge and agree that the Services contain proprietary information protected by applicable intellectual property and other laws. We retain all rights, title, and interest in and to the Services, including without limitation our trademarks (all names and logos) and all other content provided on the Services by us (collectively, "**FamTickets IP**"). These Terms do not grant you any right to reproduce, copy, modify, distribute, license, sell, transfer, publicly display, perform, or otherwise exploit the FamTickets IP. No rights are granted to you other than as expressly set forth in these Terms.

14.2 Licenses in User-Generated Content. By posting User-Generated Content to any part of the Services, you automatically grant us, and you represent and warrant that you have the right to grant us, an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, and worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute User-Generated Content for any legitimate business purpose, and to prepare derivative works of, or incorporate into other works, your User-Generated Content, and to grant and authorize sub-licenses of the foregoing.

14.3 Feedback. You may provide us or make public on the Services notes, emails, postings, letters, suggestions, reviews, concepts, or other written materials related to the Services (collectively, "**Feedback**"). You acknowledge and agree that you do not maintain and will not assert any ownership, intellectual property right, or other rights to the Feedback. You further agree that any Feedback provided to us will not be considered confidential information and that we are permitted to freely share, disclose, modify, create derivative works of, or otherwise use the Feedback for any purpose. Should the ownership of the Feedback be found under applicable law not to be our property, you hereby grant us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any of our products or services any Feedback provided by you relating to the provision of the Services.

14.4 Recording and Exhibition. You grant us permission to utilize your name, image, likeness, appearance, and statements in any live or recorded audio, video, or photographic display or other transmission made of, or at, the Event for any purpose, in any manner, medium or context now known or hereafter developed, without compensation to you or anyone acting on your behalf.

15. DMCA Notice. We respect the intellectual property rights of others. Per the Digital Millennium Copyright Act (“DMCA”), we will respond expeditiously to claims of copyright infringement on the Services if submitted to our Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, we will take whatever action we deem appropriate within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright-protected content.

If you believe that your intellectual property rights have been violated by a third party who has uploaded materials to our Services or by us, please provide the following information to the designated Copyright Agent listed below:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services;
- An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not we, can contact you;
- A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- Your electronic or physical signature.

We may request additional information before removing any allegedly infringing material. If we remove the allegedly infringing materials, we may notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so they may respond to your allegations.

For questions regarding this DMCA Notice or to notify us of possible copyright infringement on our Services, please contact us at support@famtickets.com.

16. Parental Controls

Our Services are intended for Users over 16. As such, we do not implement technological controls intended to prevent minors from visiting our Services and must rely on parents and guardians to decide what content and materials are appropriate for children to view and purchase. There are parental control protections available that may assist parents in limiting access to contents and materials that may be harmful to minors.

17. Third-Party Content

The Services may contain content or links to third-party websites, advertisements, and other content not owned or controlled by us (“**Third-Party Content**”). We do not endorse or assume any responsibility for any such Third-Party Content. If you access Third-Party Content from the Services, you do so at your own risk and understand that these Terms and our Privacy Policy do not apply to your use of Third-Party Content. You expressly relieve us from any and all liability arising from your use of Third-Party Content, and any terms related to Third-Party Content are solely between you and the Third-Party Content provider. You agree that we will not be responsible for any reliance or damages relating to your use of Third-Party Content.

18. Third-Party Services

The Services may provide access to or integrate with third-party applications, services, websites, and other services that are not owned or controlled by us (“**Third-Party Services**”). Third-Party Services include, without limitation, our Payment Processor and Google Maps. All Third-Party Services are provided “As-Is,” and we do not warrant any Third-Party Services, regardless of whether they are required to use our Services. We do not endorse or assume any responsibility for Third-Party Services, and you expressly relieve us from any and all liability arising from your use of Third-Party Services. If you access Third-Party Services from the Services, you do so at your own risk and understand that any use by you of Third-Party Services is solely between you and the applicable Third-Party Services provider and that these Terms do not apply to your use of Third-Party Services. We shall not be responsible for any disclosure, modification, or deletion of your Personal Information or User-Generated Content resulting from access by Third-Party Services. Additionally, we are not responsible for downtime or unavailability of Third-Party Services outside our reasonable control. Under no circumstances will we be liable for any indirect, special, incidental, punitive, or consequential damages, including loss of data, business interruption, or loss of profits arising from the use or the inability to use Third-Party Services.

19. Payment Processor

All payments made through the Services are processed through a third-party payment processor, such as Stripe (“**Payment Processor**”), and we do not access or store any financial information, including, without limitation, credit card numbers, bank account numbers, or any other information by which a charge can be made. By utilizing Stripe or any third-party payment processor, you agree to their separate terms of service and/or privacy policy. We reserve the right to change

the Payment Processor at any time. You understand and agree that we will not be held liable for your failure to complete a transaction through a Payment Processor on the Services. We are in no way responsible for resolving any dispute, support, penalty, or issue that may occur between you and the Payment Processor or any Organization.

20. Map Features

The Services may provide Users with the ability to access and interact with the native map application, such as Google Maps. By using and interacting with Google Maps, you agree to their respective terms of service and privacy policies. The Google Maps Terms of Use can be accessed here: https://www.google.com/intl/en-US_US/help/terms_maps/.

21. Disclaimer of Warranties

WE PROVIDE THE SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; OR (III) DEFECTS, IF ANY, WILL BE CORRECTED. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. THE INFORMATION AND ANY CONTENT PROVIDED BY US ON THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE SPECIFIC ADVICE. YOU AGREE THAT WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, YOUR COMPUTER, OR LOSS OF DATA THAT RESULTS FROM YOUR ACCESS TO OUR SERVICES OR ANY CONTENT CONTAINED THEREIN.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, OUR OWN NEGLIGENCE, SHALL WE OR OUR OFFICERS, EMPLOYEES, AFFILIATES, DIRECTORS, AGENTS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USER DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS. THIS LIMITATION APPLIES TO, WITHOUT LIMITATION: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ANY ELECTRONIC MESSAGES YOU SEND US; (III) STATEMENTS OR CONDUCT OF ANY OTHER USER OR THIRD-PARTY, WHETHER ONLINE OR OFFLINE; (IV) ANY LOST, STOLEN, OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE OR AN ORGANIZATION TO HONOR A TICKET; (V) ANY DAMAGES (INCLUDING PERSONAL INJURY AND DEATH) YOU SUFFER AS A RESULT OF YOUR ATTENDANCE TO AN EVENT (WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT) FOR WHICH THE TICKET WAS PURCHASED THROUGH THE SERVICES; OR (VI) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL LIABILITY EXCEED \$10 OR THE AMOUNT YOU HAVE PAID US IN SERVICES FEES RELATED TO THE TICKET AND/OR EVENT GIVING RISE TO OUR LIABILITY, IF ANY. ANY CLAIM ARISING UNDER THESE TERMS MUST BE BROUGHT BY YOU WITHIN 12 MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION ARE DISCOVERED, OTHERWISE YOU RELEASE US OF ANY SUCH CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

23. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS FANTICKETS AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM ANY THIRD-PARTY CLAIM, SUIT, PROCEEDING, OR GOVERNMENT ENFORCEMENT ACTIONS ARISING OUT OF, RELATED TO, OR ALLEGING AN INJURY OR LOSS CAUSED BY YOUR ACCESS AND USE OF THE SERVICES THAT, WITHOUT LIMITATION, INCLUDES: (I) YOUR ACCESS TO OR USE OF THE SERVICES FOR ILLEGAL, FRAUDULENT, OFFENSIVE, OR TORTIOUS PURPOSES; (II) YOUR INTERACTION WITH OTHER USERS AND ORGANIZATIONS; (III) YOUR VIOLATION OF THESE TERMS; OR (IV) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD-PARTY. IN ANY EVENT, WE WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH SUIT OR PROCEEDING THROUGH COUNSEL OF OUR OWN CHOOSING AT OUR OWN EXPENSE. YOU WILL ALSO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY COSTS AND EXPENSES, INCLUDING REASONABLE

ATTORNEYS' FEES, INCURRED IN RESPONDING TO ANY LEGAL ACTION, SUBPOENA, SEARCH WARRANT, OR COURT ORDER REQUIRING THE PRODUCTION OF INFORMATION OR DOCUMENTS RELATED TO (I) THROUGH (IV) ABOVE.

24. Release

If you have a dispute with one or more Users or Organizations, you release FamTickets (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR REQUIREMENT IN ANY OTHER JURISDICTION, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

25. Dispute Resolution

25.1 Dispute Between a User and an Organization. For any dispute between you and an applicable Organization, you are advised to contact the Organization directly. You may also contact us at support@famtickets.com, and we may, but are not obligated to, attempt to resolve the dispute informally by contacting the applicable Organization. All dispute decisions by us are final and are at our sole discretion. If you disagree with our decision, then you may pursue whatever option available to you, but you acknowledge and agree that FamTickets will not be a party to such a dispute and has no obligation to provide assistance or otherwise take part in the dispute resolution process beyond the actions specified in this Section.

25.2 Dispute Between a User and FamTickets. For any dispute with us, you agree first to contact us at support@famtickets.com and attempt to resolve the dispute for at least thirty (30) days before initiating any arbitration or court proceeding. If we are unable to resolve the dispute informally, you and we agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this provision to arbitrate, shall be determined solely and exclusively by binding arbitration before a single arbitrator. You and we also agree that the arbitration shall be conducted by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and that such arbitration will be conducted in Tallahassee, Florida unless you and we agree otherwise. Each party will be responsible for paying AAA filing, administrative, and arbitrator fees per AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration provision is governed by the Federal Arbitration Act.

25.3 No Class Action; No Jury Trial. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THESE TERMS. UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

25.4 Governing Law. The laws of the United States and the State of Florida shall govern these Terms without regard to the principles of conflict of laws. Any dispute between the parties excluded from the arbitration provision or that cannot be heard in small claims court shall be resolved in the United States District Court for the Northern District of Florida, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the Northern District of Florida, then the exclusive forum and venue for any such action shall be the courts of the State of Florida, located in LeonCounty, and the parties hereby submit to the personal jurisdiction of that court.

26. General Provisions

26.1 Entire Agreement. These Terms of Service and any other terms and agreements incorporated herein by reference constitute the entire agreement between you and us concerning the Services.

26.2 Severability. In the event that any provision of these Terms is considered invalid, illegal, or unenforceable by a court of competent jurisdiction having authority to bind the parties under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of these Terms shall in no way be affected or impaired.

26.3 No Waiver. Our failure at any time to enforce any of the provisions of these Terms or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of these Terms. A waiver of any default by us will not be deemed a continuing waiver but will apply solely to the instance to which such waiver is directed.

26.4 Headings; Summaries. The section headings appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or affect such section.

26.5 Notices; Electronic Communication. By providing us with your email address, you consent to receive our related communications and notices electronically, and you agree that all agreements, notices, disclosures, and other communication that we provide to you via the Services or email satisfy any legal requirement for such communications to be in writing. If you would like a physical address to send correspondence to FamTickets, you may email us at support@famtickets.com, and we will provide you with a mailing address.

Contact

For questions regarding these Terms of Service, contact us at support@famtickets.com.