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**Limitation on Liability.** USER acknowledges that SITE is a venue allowing people to buy and sell tickets to concert, sporting and entertainment events. The listings of ticket inventory on SITE are provided by a third party ("PROVIDER"). Neither SITE nor PROVIDER is involved in the actual transaction between buyers and sellers. While SITE and PROVIDER may help facilitate the resolution of disputes, neither SITE nor PROVIDER has control over the content of the tickets listed on SITE, the truth or accuracy of such listings, the ability of the FULFILLER to sell tickets, or that USER and FULFILLER will actually complete a transaction. Regardless of this provision, if either SITE or PROVIDER is found to be liable, SITE or PROVIDER'S liability to USER or any third party is limited to the greater of (a) any amounts due under SITE's limited guarantee when applicable, (b) the amount of fees in dispute not to exceed the total fees of the transaction, or (c) \$100.

Except in jurisdictions where such provisions are restricted, in no event will SITE or PROVIDER be liable to USER for any indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits, even if SITE or PROVIDER have been advised of the possibility of such damages. USER further agrees that the maximum available remedy on any successful claim is the greater of the choices listed in the paragraph above.

**Indemnity.** USER agrees to indemnify and hold SITE, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of USER'S use of SITE, including also USER'S use of SITE to provide a link to another site or to upload content or other information to SITE.

**Governing Law.** USER agrees that any controversy or claim arising out of or relating to the use of SITE will be governed by the laws of the State of Connecticut without regard to its conflict of law provisions. USER agrees to personal jurisdiction by venue in the state and federal courts of the State of Connecticut, Hartford County.

**Arbitration and Dispute Resolution.** Any controversy or claim arising out of or relating to the use of SITE, or any alleged breach of these policies, shall be resolved through binding arbitration in the jurisdiction of SITE'S headquarters, Hartford County, Connecticut, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. SITE will pay all filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above for claims for \$10,000 or less. If, however, the arbitrator finds that either the substance of USER'S claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by applicable American Arbitration Association Rules. In such case, USER agrees to reimburse SITE for all monies previously disbursed by SITE that are otherwise USER'S obligation to pay under the American Arbitration Association Rules. In addition, if USER initiates an arbitration in which USER seeks more than \$10,000 in damages, the payment of these fees will be governed by the American Arbitration Association Rules. SITE and USER agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. SITE and USER shall both participate in the selection of an arbitrator. Any award issued through arbitration is enforceable in any court of competent jurisdiction.

IF USER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, USER MUST NOTIFY SITE IN WRITING WITHIN 30 DAYS OF THE DATE THAT USER PLACES AN ORDER ON SITE. USER'S WRITTEN NOTIFICATION TO SITE MUST INCLUDE USER'S NAME, ADDRESS AND ORDER NUMBER AS WELL AS A CLEAR STATEMENT THAT USER DOES NOT WISH TO RESOLVE DISPUTES WITH SITE THROUGH ARBITRATION. WRITTEN NOTIFICATION SHOULD BE MAILED TO SITE'S ADDRESS.

Any arbitration or trial by a judge of any claim will take place on an individual basis without resort to any form of class or representative action ("Class Action Waiver"). Regardless of anything else in this Arbitration Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. USER and SITE acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If the Class Action

Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. USER AND SITE ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.

All claims brought by USER against SITE must be resolved in accordance with this Arbitration and Dispute Resolution Section. All claims filed or brought contrary to this Arbitration and Dispute Resolution Section shall be considered improperly filed. Should USER improperly file a claim, SITE may recover attorneys' fees and costs up to US\$1,000 from USER, provided that SITE has notified USER in writing of the improperly filed claim, and USER fails to promptly withdraw the claim after USER receives notice of improper filing from SITE.

**Force Majeure.** SITE shall not be deemed in default or otherwise liable under these rules and policies due to its inability to perform its obligations by reason of any fire; earthquake; flood; substantial snowstorm; epidemic; accident; explosion; casualty; strike; lockout; labor controversy; riot; civil disturbance; act of public enemy; cyber-terrorism; embargo; war; act of God; or any municipal, county, state, or national ordinance or law; or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder); or any failure or delay of any transportation, power, or communications system; or any other or similar cause not under SITE'S control (hereinafter all of the foregoing is collectively referred to as FORCE MAJEURE). Notwithstanding the foregoing, SITE shall be permitted to terminate this Agreement with or without notice to USER in the event that USER is prevented from performing hereunder due to FORCE MAJEURE.

**Registration.** Certain areas of SITE are provided solely to registered USERS of SITE. Any USER registering for such access agrees to provide true and accurate information during the registration process. SITE reserves the right to terminate the access of USER should SITE know, or have reasonable grounds to suspect that USER has entered false or misleading information during the registration process. ALL REGISTERED USERS MUST BE OVER EIGHTEEN (18) YEARS OF AGE. Children under the age of eighteen (18) shall not be permitted to register. SITE reserves the right to require valid credit card information as proof of legal age. SITE maintains a strict online Privacy Policy and will not sell or provide USER credit card information to third parties.

**USER Account.** USER may be asked to select a username and password as part of the registration process. All USER account pages are protected with Secure Socket Layer (SSL) encryption. USER is fully responsible for maintaining the confidentiality of USER'S username and password. USER agrees to immediately notify SITE at info@goodytickets.com; adam@goodytickets.com should USER know, or have reasonable grounds to suspect, that the username or password have been compromised. SITE shall not be responsible for USER'S failure to abide by this paragraph. SITE may, in its sole discretion, terminate the USER'S account for any reason. Under no circumstances shall SITE be liable to any user or third party for termination of USER'S account.

**Third Party Advertisers.** SITE may allow third-party advertisers to advertise on SITE. SITE undertakes no responsibility for USER'S dealings with, including any on-line or other purchases from, any third-party advertisers. SITE shall not be responsible for any loss or damage incurred by USER in its dealings with third-party advertisers.

**Privacy Policy.** USER can browse SITE without revealing USER'S personal information, but in order to take advantage of most of the SITE'S services, USER must give personal information. By providing personal information, USER expressly consents to the collection, use, disclosure and retention of USER'S personal information as described in this Privacy Policy. This privacy policy, herein referred to as the Privacy Policy, covers SITE and PROVIDER'S treatment of personal or personally identifiable information, herein referred to as Personal Information, that may be collected when USER is on the SITE and when USER uses SITE services. This Privacy Policy does not apply to the practices of companies or individuals that SITE does not own or exercise supervisory control over, or to third party advertisers on SITE.

This Privacy Policy discloses the privacy practices for http://goodyticketsws.com. It applies solely to information collected by this website. This Privacy Policy will notify USER of the following:

- 1. What personally identifiable information is collected from USER through the Web site, how it is used, and with whom it may be shared
- 2. What choices are available to USER regarding the use of USER data
- 3. The security procedures in place to protect the misuse of USER information
- 4. How USER can correct any inaccuracies in the information

**Information Collection, Use, and Sharing.** PROVIDER and FULFILLER are the sole users of the information collected on this SITE. PROVIDER only has access to or collects information that USER voluntarily gives via email or other direct contact from USER, such as requesting or purchasing tickets from a FULFILLER. PROVIDER, along with FULFILLER, will use USER's personal information for transactional purposes, including those related to

customer service for the transaction. PROVIDER may also use USER'S personal information to provide marketing services on behalf of SITE as well as share USER'S personal information with affiliated entities of PROVIDER to provide joint content and services and to market the products and services of such entities. PROVIDER may sell USER'S personal information to non-financial organizations, such as companies engaged in direct marketing and the selling of consumer products and services.

PROVIDER will use USER information to respond to USER regarding the reason USER contacted SITE. PROVIDER will not share USER information with any third party outside of PROVIDER's organizations, other than as necessary to fulfill USER request, e.g. to ship an order, or, in some instances, to partner with another company to provide certain content, programs and services such as those disclosed in the previous paragraph. In those cases, PROVIDER will require third party agents to maintain the confidentiality of the data. In those situations, when USER provides personal information, it may be sent directly to the partner company or PROVIDER may share the information with the partner company. Unless USER requests otherwise, PROVIDER may contact USER in the future to tell USER about specials, new products or services, or changes to this privacy policy. Neither SITE nor PROVIDER are responsible for the policies or offerings of any third party, and USER is urged to review third party's policies and terms and conditions, as they may vary.

SITE and PROVIDER will respond to a verified law enforcement or other governmental department request or subpoena relating to a criminal investigation, alleged illegal activity, or identity theft. In such events, SITE and PROVIDER will disclose information relevant to the investigation such as name, city, state, zip code, telephone number, email address, fraud complaints, and credit card information. SITE and PROVIDER may also provide such information to merchant processors or other online ticket exchanges for the sole purpose of investigating fraudulent activities. SITE and PROVIDER reserve the right to report to law enforcement agencies any activities that they believe, in good faith, to be unlawful. In the case of identity theft, USER may authorize a law enforcement officer to request the records from SITE and PROVIDER or USER may request that SITE and PROVIDER send any records directly to a law enforcement officer.

**USER Access to and Control Over Information.** USER can do the following, at any time, by contacting PROVIDER via the email address or phone number given on the website:

- Opt out of any future marketing or advertising contact from SITE or PROVIDER;
- See what data is on file about USER, if any;
- Change or correct any data on file about USER;
- Have deleted any data on file about USER; and
- Express any concern USER has about use of USER data.

To stop receiving promotional or marketing emails or to opt-out of having USER'S information sent to third parties for marketing purposes, USER can follow the instructions in any promotional-email USER receives from SITE. Even if USER opts out of receiving promotional or marketing emails, USER will still be contacted with transactional messages.

**Third Party Advertising Privacy Policy.** Please note that third party vendors, including but not limited to Google, show advertisements for SITE on the internet. Third party vendors, including but not limited to Google, use cookies to serve advertisements based on USER's prior visits to SITE. To opt out of Google s use of cookies, USER can visit the Google advertising opt-out page available on Google's website at www.google.com/privacy/ads/. SITE may share, sell, or rent USER information collected voluntarily from USER on the SITE with third party vendors, including but not limited to Google.

**Security.** PROVIDER takes precautions to protect USER information. When USER submits sensitive information via SITE, USER information is protected both online and offline.

Whenever sensitive information (such as credit card data) is collected, that information is encrypted and transmitted in a secure way. USER can verify this by looking for a closed lock icon at the bottom of USER web browser, or looking for "https" at the beginning of the address of the web page. PROVIDER is committed to not re-identifying sensitive information collected by SITE.

While encryption is used to protect sensitive information transmitted online, PROVIDER also protects USER information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers on which personally identifiable information is stored are kept in a secure environment.

If USER feels that PROVIDER is not abiding by this Privacy Policy, USER should contact SITE immediately via telephone at 913 231 2674 or via email at info@goodytickets.com; adam@goodytickets.com.

Copyright Infringement Notification. Should USER wish to file a copyright infringement notification with GoodyTickets.com, USER will need to send a written or electronic communication that includes all of the following, as based on Section 512(c)(3) of the Digital Millennium Copyright Act (DMCA):

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has allegedly been infringed
- 2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity \*Please provide the URL(s) in the body of the email or letter, as this will help SITE to identify the potentially infringing material
- Contact information of the complainant
   A statement that the complainant has a good faith belief that use of the material in the manner complained of is a copyright violation
- 5. A statement that the information in the notification is accurate, and under penalty of perjury, that the complainant is authorized to act on behalf of the owner of material that has allegedly been infringed

Written or electronic notice of copyright infringement should be mailed, faxed, or emailed to SITE'S designated agent at:

Copyright Complaints GoodyTickets.com 6600 College Blvd Suite 128 Leawood, KS 66211info@goodytickets.com; adam@goodytickets.com Email: info@goodytickets.com; adam@goodytickets.com

Please note the following:

Under Section 512(f) of the DMCA, any person who knowingly misrepresents that material or activity is infringing may be subject to liability for damages.

Service and Advertising Emails. SITE may send USER several service-related emails to the email address given when placing an order. These may include a confirmation email with details of USER'S order, a pre-event email reminder about the event to be attended, and a post-event email gathering feedback on the USER'S experience. When USER places an order, SITE may also add USER to the weekly mailing list to be informed of upcoming events. USER can opt out of these emails at any time by clicking the unsubscribe link in the email itself, or by notifying info@goodytickets.com; adam@goodytickets.com.

Amendments. SITE reserves the right to amend this policy at any time.

These policies were last amended on March 21, 2013.