

## TERMS OF USE

Isotope, Inc., a Delaware corporation, (“*our*”, “*we*”, or “*us*”) welcomes you to our website (the “*Site*”) and the applications and services available from us, through the Site or other platforms (collectively with the Site, the “*Services*”). Your use of the Site and the Services are governed by these Terms of Use (these “*Terms*”). **By using the Site, you accept and agree to be bound and abide by these Terms.** If you do not want to agree to these Terms, you must not access or use the Site.

Your use of the Services is also subject to our Privacy Policy, which is located on the Site, as well as any policies and procedures we publish from time to time (collectively, the “*Policies*”). We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion.

Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

***These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision that may limit your ability to pursue claims against us in court. Please read them carefully and review them regularly.***

### 1. Overview.

The Services include a web-based communications platform which enables a connection between Event Organizers, Event Promoters, and Consumers (each as defined herein and collectively referred to as “*Users*”). The Services only enable connections between Users. We are not responsible for the performance of Users, nor do we have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Events, nor the integrity, responsibility, qualifications, or any of the actions or omissions whatsoever of any Users. We make no representations about suitability, reliability, timeliness, or accuracy of the Events and identified through the Services whether in public, private, or offline interactions.

Event Promoters are eligible to receive commission payments (“*Commissions*”) on Events they promote, as listed in the Event listing.

The Services are complete once the Consumer completes payment for a ticket and our database records the entered Consumer information as a valid ticketholder for the applicable Event.

**WE DO NOT HOST OR ORGANIZE EVENTS AND DO NOT EMPLOY INDIVIDUALS TO HOST EVENTS. WE DO NOT SUPERVISE, DIRECT, OR CONTROL THE EVENTS IN ANY MANNER, WHICH YOU HEREBY ACKNOWLEDGE.**

### 2. Your Relationship with Us.

The Services are only a venue for connecting Users. Because we are not involved in the actual agreement between Users or in the hosting of an Event, in the event that you have a dispute with one or more Users, you release us and our affiliates (and our and their respective officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE SERVICES, WITH THE EXCEPTION OF OUR ROLE AS A LIMITED PAYMENT COLLECTION AGENT FOR EVENT ORGANIZERS.**

**TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

### **3. Representations and Warranties by User.**

When you use the Services, you represent that you are at least the age of majority in the jurisdiction where you reside (or if you have not reached the age of majority in the jurisdiction where you reside, that you have received permission to use the Services from your parent or legal guardian).

When you, as the host of an Event (an “*Event*”, with the host referred to as the “*Event Organizer*”), create an Event or, as the promoter for an Event hosted by an Event Organizer (the “*Event Promoter*”), accept an invitation to an Event, or otherwise, you represent that:

- i. you are at least the age of majority in the jurisdiction where you reside;
- ii. the information you submit is accurate, truthful, and current; *and*
- iii. you are not using the Site to host, promote, or otherwise engage in any illegal activities.

You also represent that your use of the Services does not violate any applicable law or regulation. To submit information to us as an Event Organizer or Event Promoter using the “Create an Event” form, you must be at least 18 years of age or older.

### **4. Notice to Users.**

We are not the creator, organizer, or owner of the Events listed on the Services. Rather, we provide services which allow Event Organizers to manage ticketing, to organize registration, and to promote their Events. For this reason, Event Organizers, in their sole discretion, may decide what, if any, refund policies will apply to their Events. We are not responsible for administering such refund policies, if any.

### **5. Payment.**

Many of our services are free. However, we charge fees when you sell or buy paid tickets or registrations. These fees may vary based on individual agreements between us and certain Event Organizers and/or Event Promoters. Event Organizers ultimately determine whether these fees will be passed along to Consumers. If fees are passed on to the Consumer, they will (i) be shown as additional fees on the applicable Event page or (ii) absorbed into the ticket or registration price and paid by the Event Organizer out of ticket and registration gross proceeds, at the option of the Event Organizer. The fees charged to Consumers may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees and fulfillment fees. Therefore, the fees paid by Consumers for an Event are not necessarily the same as those charged by us to the applicable Event Organizer or the standard fees described on the Services to Event Organizers.

Ticket purchase fees or registration prices for tickets (“*Ticket Prices*”) are set and established by the Event Organizer, and may be changed at the sole discretion of the Event Organizer. If you are an Event Organizer, you appoint us as your limited payment collection agent solely for the purpose of accepting revenues from the sale of your Event tickets to Consumers. You agree that payment made from a Consumer to us will be considered the same as a payment made directly to you as an Event Organizer. In accepting appointment as an Event Organizer’s limited payment collections agent, we assume no liability

for the acts and omissions of the Event Organizer. We will forward all Ticket Prices collected from an Event to the Event Organizer and Event Promoters following the Event. We will deduct from amounts due to Event Organizers and Event Promoters our processing and connection fees noted on the Services (the net payments referred to as “*Net Ticket Revenue*”). We may use third party payment processors, which such processors may require acceptance of their own terms and conditions and privacy policy in order for the Services to function. You acknowledge and agree that the time of payment delivery depends on our payment processors.

**You acknowledge and agree that we reserve the right to delay or withhold payment of Net Ticket Revenue in the event we, in our sole discretion, determine that fraud or misuse of the Services has occurred. Payment may also be delayed if you have not provided us with necessary payment or tax information. You further acknowledge and agree that we are not responsible for any delay or withholding of Net Ticket Revenue in accordance with this paragraph.**

## **6. Paid Services.**

We may require some of our Services to be paid for on a recurring basis (“*Subscription Services*”) or on an as-used basis (“*A La Carte Services*” and, together with the Subscription Services, “*Paid Services*”). We have the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Account settings or as otherwise agreed in writing (“*Subscription Fee*”). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage (“*A La Carte Fees*” and, together with Subscription Fees, the “*Paid Service Fees*”).

Paid Service Fees may be paid by credit card, debit card, or other payment forms we may permit. If you link a debit or credit card to your Account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card.

Unless otherwise provided in a Subscription Service’s terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days’ advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

## **7. Refunds and Chargebacks.**

A ticket purchaser (“*Consumer*”) must initiate a request for refund with the Event Organizer or Event Promoter directly using the contact information provided on the Event listing. If no contact information is listed, Consumers may send the request to us to forward to the Event Organizer or Event Promoter, *provided that* the Consumer acknowledges that, by sending us the request for refund, we do not assume any responsibility for issuing the refund, nor do we guarantee that the Event Organizer or Event Promoter will issue a refund.

If you are a Consumer, you acknowledge that should you receive a refund for your ticket, you will discard any ticket that we or any Event Organizer has delivered, and will not use it (or any copy of it) to attend the Event. Violation of the foregoing constitutes fraud. You acknowledge that the applicable procedure to check the validity of the ticket must always be followed. We will not be held liable under any circumstances for any costs arisen from non-compliance by Event Organizers with applicable procedures

that must be implemented by Event Organizers to check validity of tickets. We will not be held liable under any circumstances for costs and/or damage arising from fraud and/or the purchase of tickets through non-official means, such as third parties. We reserve our right to refuse Services and refund payments that are deemed high risk of fraud.

If you are an Event Organizer, you acknowledge that the applicable procedure to check the validity of the ticket must always be followed. We will not be held liable under any circumstances for any costs arisen from non-compliance by Event Organizers with applicable procedures that must be implemented by Event Organizers to check validity of tickets. We will not be held liable under any circumstances for costs and/or damage associated with tickets arisen from situations with fraud and/or for damage associated with the purchase of the ticket through non-official means, such as third parties.

If a Consumer initiates a successful chargeback, you as an Event Organizer agree to be responsible for reimbursing us for the cost to us of any such chargeback. We may require that you maintain a valid and active payment method on file with us to assist us in collecting amounts that have been charged back to us, and you authorize us to charge such payment method in the event a Consumer that purchased a ticket to your Event initiates a successful chargeback.

**Fees, credit card surcharges, and currency conversion rates charged to us in fulfilling any transaction using the Site are non-refundable. If you as an Event Organizer issue full refunds, you must cover the cost of the nonrefundable processing charge, service charge, and other fees and you (i) agree to indemnify us against the same and (ii) authorize us to charge any payment method we have on file for you for any such amounts.**

#### **8. Ticket Transfers, Sharing, and Reselling.**

Transferring and reselling tickets (“*Ticket Redistribution*”) are at the sole discretion of the Event Organizer; however, an Event Organizer may choose to charge an additional fee (“*Additional Costs*”) for such Ticket Redistribution. The Consumer will be responsible for any and all Additional Costs relating to a Ticket Redistribution. If you would like to arrange for a Ticket Redistribution, please contact the Event Organizer.

You as the Consumer are free to purchase more than one ticket at a time and share those tickets with others (“*Shared Tickets*”). It is your responsibility to ensure those Shared Tickets are used by the intended parties, and, if they are not, it will be your responsibility to cover the Additional Costs.

#### **9. Event Organizers; Obligation to Obtain Required Licenses and Permits for Events.**

In addition to the other representations and warranties made in these Terms, Event Organizers represent and warrant that, prior to the start of ticket sales for a given Event, all applicable licenses, permits, and authorizations (individually and collectively, “*Licenses*”) with respect to Events hosted by the Event Organizer on the Services have been obtained. Event Organizers shall not request that we offer tickets to an Event unless and until such time as all Licenses have been obtained for such Event, including, but not limited to, any state, county, municipal or other local authority’s authorization of the Event, traffic engineering authorizations, fire department inspection reports, authorization to receive minors (if applicable), sanitary authorization (if applicable), and any other potential applicable authorization.

WITHOUT LIMITING THE GENERALITY OF ANY RELEASE PROVIDED UNDER THESE TERMS, AS A MATERIAL INDUCEMENT FOR PERMITTING EVENT ORGANIZERS AND EVENT PROMOTERS TO ACCESS AND USE THE SERVICES, EVENT ORGANIZERS AND EVENT PROMOTERS HEREBY AGREE TO RELEASE US, AND OUR AFFILIATES AND SUBSIDIARIES, AND EACH OF OUR AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, OFFICERS, AFFILIATES, REPRESENTATIVES, SHAREHOLDERS,

CONTRACTORS, DIRECTORS, AGENTS, PARTNERS AND EMPLOYEES FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EVENT ORGANIZER'S LICENSES, ANY FAILURE TO OBTAIN OR MAINTAIN ANY LICENSES, OR ANY ERROR IN OBTAINING OR MAINTAINING ANY LICENSES.

WITHOUT LIMITING YOUR INDEMNIFICATION OBLIGATIONS ELSEWHERE UNDER THESE TERMS, EVENT ORGANIZERS AND EVENT PROMOTERS AGREE TO DEFEND, INDEMNIFY AND HOLD US, AND OUR AFFILIATES AND SUBSIDIARIES, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND EMPLOYEES, HARMLESS FROM ANY AND ALL DAMAGE (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSS, LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND ACCOUNTING FEES) RESULTING FROM ANY CLAIM DUE TO OR ARISING OUT OF THE EVENT ORGANIZER'S LICENSES, ANY FAILURE TO OBTAIN OR MAINTAIN ANY LICENSES, OR ANY ERROR IN OBTAINING OR MAINTAINING ANY LICENSES. YOU AGREE TO PROVIDE EVIDENCE OF LICENSES AND RELATED INFORMATION PRIOR TO OFFERING TICKETS OR REGISTRATIONS FOR EVENTS ON THE SERVICES AND PROMPTLY UPON REASONABLE REQUEST FROM TIME TO TIME.

#### **10. Registration & Account.**

Certain of the Services or portions of the Site may require you to register for an account ("**Account**"), becoming a "**Registered User**". As part of the Account creation process, you may be asked to provide a username and password unique to the Account ("**Login Information**"). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account as the authorized user of an organization, that organization may have administrator rights to access your account and any information provided under your Account.

#### **11. Organizational Accounts.**

If you register for the Services on behalf of an organization, you may grant access to the Services to certain authorized users, subject to the limits of any plan for which you enroll. We may require that each authorized user have unique Login Information. When registering for an Account and accessing the Services, you represent or warrant that the information you enter for your organization is correct. You acknowledge and agree that: (i) the organizational account owner is responsible for all activity under authorized user accounts; and (ii) organizational administrators may have access to all activity/data under all authorized users' accounts.

#### **12. Permitted Uses and Limited License.**

You are authorized to access the Site for the sole purpose of viewing and using the Services on your computer or device. We authorize you to copy materials from the Services to your hard drive solely for the purpose of viewing and using the Services on your computer.

You may not decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site, the Services, or any data thereon. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or its content without our prior written permission. Your

failure to abide by these conditions will immediately terminate your right to access the Site or to use the Services and may violate our intellectual property rights or the intellectual property rights of third parties.

### **13. Location-based Services.**

Some of the Services may require that location functionality be enabled on the relevant device in order to work properly. You acknowledge and agree that if location permissions and functionalities are not enabled on the device with which you access the Services, the Services may not work appropriately or at all. We will use any location information we receive from you in accordance with our Privacy Policy.

### **14. Third Party Sites.**

The Site may contain links to and files from websites we do not operate, control, or maintain (“*Third-Party Websites*”). We do not endorse any Third-Party Websites, and we make no representation or warranty in any respect regarding the Third-Party Websites. Any links to Third Party Websites on the Site are provided solely for your convenience. If you do access any Third-Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third-Party Websites or our links thereto.

### **15. User Content; Generally.**

When you post content and information to the Site or in connection with the Services (“*User Content*”), you represent and warrant to us that: (i) you own or have rights to use the User Content; (ii) the posting of the User Content does not violate any rights of any person or entity; and (iii) you have no agreement with or obligations to any third party that would prohibit your use of the Site or Services in the manner so used.

You agree to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to the Site or through the Services.

By posting User Content, you give us and our affiliates a perpetual, nonexclusive, irrevocable, royalty-free, sublicensable and transferable worldwide license to all intellectual property rights you own or control to use, transmit, reproduce, commercialize, distribute, modify, create derivative works from, and otherwise exploit such User Content for any and all purposes and without further notice to you, attribution, and without the requirement of any permission or payment to you or any other person or entity. You also authorize and appoint us as your attorney in fact and agent with full power to enter into and execute any document or undertake any action we may consider appropriate to use or enforce the grant of rights and waivers set forth in these Terms.

### **16. User Conduct.**

You agree not to use the Site or the Services to take any action or actions that (including with respect to any User Content): (i) are patently offensive in any manner (as determined in our sole discretion); (ii) involve commercial activities without our prior written consent, such as contests or sweepstakes; (iii) are contrary to our public image, goodwill, or reputation; (iv) infringe on our or any third party’s intellectual property rights; (v) violate any federal, state, or local law, ordinance, or regulation; (vi) violate any legal rights of third-parties; or (vii) “frame” or “mirror” any part of the Site without our prior written consent.

### **17. Data.**

You agree that we have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Site and Services, and related systems (for example, anonymous and aggregated information concerning user behavior and use of the Services), and we will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Site Services and for other development, diagnostic and corrective purposes in connection

with the Site and Services and other of our offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

## **18. Copyright Infringement.**

We respect the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the “*DMCA*”) provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law.

If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (i) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where on the Site the material that you claim is infringing is located; (iv) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

These requirements must be followed to give us legally sufficient notice of infringement. Send copyright infringement complaints to the following email address: [info@isotopeticketing.com]. We suggest that you consult your legal advisor before filing a DMCA notice with our copyright agent. There can be penalties for false claims under the DMCA.

## **19. Disclaimer of Warranties.**

To the extent permitted by applicable laws, the Services are provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose.

You acknowledge that we have no control over, and therefore cannot guarantee, the quality, safety, accuracy or legality of any Event or content associated with an Event, the truth or accuracy of any information provided by other users, Event Organizers, or Event Promoters, or the ability of any Event Organizer or Event Promoter to perform or actually complete a transaction. We are not responsible to you for, and hereby disclaim all liabilities arising from, the acts or omissions of any third-parties that we require to provide the Services, that an Event Organizer chooses to assist with an Event, or that you choose to contract with when using the Services.

You understand and agree that some Events may carry inherent risk, and by participating in those Events, you choose to assume those risks voluntarily.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily-required warranties, if any, will be limited to the maximum extent permitted by law.

## **20. Limitation of Liability.**

Any liability we have to you in connection with these Terms, under any cause of action or theory, is strictly limited to, in aggregate for all violations, the amount paid to you by us for your use of the Services in the six-month period immediately preceding the Events giving rise to the claim.

To the extent permitted by applicable laws, or as otherwise set forth herein, we, and any person or entity associated with us, will not be liable to you or any third-party, for any indirect, incidental, special,

consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute services (even if we have been advised of the possibility of such damages).

Nothing in these Terms is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those liability and other limitations which are lawful in your jurisdiction (if any) will apply to you and our liability is limited to the maximum extent permitted by law.

## **21. Indemnification.**

You agree to indemnify and hold harmless us, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "**Claims**"), made by any third party due to or arising out of your use of the Site and Services in violation of these Terms, any breach of the representations and warranties you make in these Terms, or your User Content. You agree to be solely responsible for defending any Claims against or suffered by us, subject to our right to participate with counsel of our own choosing.

## **22. Electronic Signatures and Notices.**

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

## **23. Governing Law.**

These Terms are governed by California law, without giving effect to conflicts of law principles. You agree that, to the extent applicable and expressly subject to the dispute resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California in circumstances where these Terms permit litigation in court.

## **24. Dispute Resolution.**

**Please read this section carefully. It contains procedures for mandatory binding arbitration and a class action waiver.**

*Notice Requirement and Informal Dispute Resolution.* Before either we or you may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute and the requested relief. A Notice to us should be sent to: **Isotope, Inc., 445 S. Figueroa Street, 31<sup>st</sup> Floor, Los Angeles, CA 90071.** After the Notice is received, you and we may attempt to resolve the claim or dispute informally. If we do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

*Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR



Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Commercial Arbitration Rules (the “*Arbitration Rules*”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance-based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Los Angeles, California, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

*Additional Rules for Non-Appearance Based Arbitration.* The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

*Time Limits.* If either you or we pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

*Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

*Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under these terms. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the Event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

*Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 21 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

*Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. You agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of

law any information necessary to enforce this Section 21, to enforce an arbitration award, or to seek injunctive or equitable relief.

*Severability.* If any part or parts of this Section 21 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 21 shall continue in full force and effect.

*Right to Waive.* Any or all of the rights and limitations set forth in this Section 21 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 21.

*Survival of Agreement.* This Section 21 will survive the termination of your relationship with us.

*Small Claims Court.* Notwithstanding the foregoing, either you or we may bring an individual action in small claims court.

*Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 21.

*Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our patent, copyright, trademark or trade secrets rights shall not be subject to this Section 21.

**25. Notice for California Users.** Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

**26. Miscellaneous.**

We may assign, transfer, delegate, or otherwise hypothecate our rights under these Terms in our sole discretion. If we fail to enforce a provision of these Terms, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.

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