Terms of services

Master Subscription Agreement

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT YOU AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, YOUR USERS AND YOUR ENTITIES. BEFORE YOU ENTER INTO A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES, YOU REGISTER FOR A FREE TRIAL OF SUCH SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. UNLESS YOU ENTER INTO A SEPARATE WRITTEN AGREEMENT WITH US THAT EXPRESSLY SUPERSEDES THIS AGREEMENT, BY REGISTERING OR EXECUTING THIS AGREEMENT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. This Agreement is subject to revision. If We make any substantial changes, We will notify You in accordance with Section 12.1. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following We notify You of such changes in accordance with Section 12.1, or upon Your next Order or renewal of an Order effective immediately to new Orders or Orders that are not reasonably capable of being modified by Us. In the event that the last-ordered Order that You have provided to Us is not valid or for any reason is not capable of delivering to Us a valid purchase order, You agree that We may treat such Order as a new Order for the applicable Services subject to the then-current terms and conditions of Our standard form of Order and Our standard form of Subscription Agreement for acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

This Agreement was last updated on April 1, 2019. It is effective between You and Us as of the earlier of: (a) the date You accept this Agreement or (b) the date You first access or otherwise use the Services.

1. Definitions

"Affiliate" means a party that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Subscription Agreement.

"Beta Services" means certain features, technologies, and services that are not generally available to customers, as updated from time to time.

"Documentation" means the online documentation and Service descriptions, as updated from time to time, located at https://www.ticketbuster.support or at such other URL as We may provide from time to time.

"Entities" means Your parent company, subsidiaries, and Affiliates, collectively. "Your Entities" means (a) other customers use of the Services, (b) Your Affiliates's access and use of the Services, or (c) unauthorized access to the Services.

"End User Account" means any protected account with unique login credentials for one or more Non-Ticketless Applications that You or Your Users are permitted to access or use hereunder.

"Open Source" means software that has source code that is generally available to the public for modification or enhancement. It other does not contravening Your data security and exclusively for analyzing customer needs, improving Our services.

"Order" means Your order for access to and use of the Services, in accordance with Section 2.1, including, for example, orders, Sales Forms, and Orders.

"Non-Ticketless Applications" means a web-based or offline software application that is provided by Us or a third party and interoperates with a Service, as set forth in an Order.

"Order Form" means an online confirmation or other ordering document, including a Sales Form, or an electronic order confirmation that is entered into between Us and any of Our Affiliates or Resellers, including any addenda and supplements thereto. "Personal Data" means any information relating to an identified or identifiable natural person and to the extent protected as such under applicable data privacy laws.

"Purchased Services" means Services (including Professional Services) but excluding any Ticketless API Services that You purchase under an Order, as set forth in an Order, or that You access or use in excess of Your Usage Limits.

"Services" means the products and services that are ordered by You under an Order Form or Sales Form and made available online by Us, including associated offline components, as described in the Documentation, but excluding Professional Services.

"Subscription Term" means the period of time during which Users are permitted to use the Service hereunder, as specified in the applicable Order, including any subsequent renewal periods.

"Support" or "Supported" means the technical troubleshooting of errors in the Services in accordance with the terms of the Agreement, as applicable, to prevent further use of the Services.

"Ticketless API Services" means any Services that do not allow access to or use of the Services, for whom You have entered the Services, and whether You do or does not have Your Subscription Term and any applicable Fees, or other charges, for example, Your employees, consultants, contractors and agents.

"Third Party" means a person or entity other than Us, Your Affiliates, or Your Entities.

"Third-Party Content" means all data, software, or other material, or applicable, the company or other legal entity for which you are accepting this Agreement.

"User" means any individual to whom You or Your Entities have granted access to the Services or collected and processed by or for You as a result of Your use of the Services. "User Data" means any data, including Personal Data, that a User may enter or upload to the Services subject to Your rights under this Agreement.

"Your Reports" means reports regardless and/or incorporating Your Data generated, transmitted or displayed via the Services, not exceeding Generic Reports.

2. Free trial

If You register on Our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Services, (b) the start date of any Purchased Services subscriptions ordered by You for such Services, Additional trial terms and conditions may appear on Your Order in connection with Your subscription to any Services. Any additional terms and conditions on Your Order relating to trial services are hereby rejected.

Your SATA ON-LINE SYSTEMS OR Its OR PURPOSEDON OR CONTROL REPORTS, AND ANY EXCEPTIONSOFFERED INTO THE SERVICES OR ANY PORTION THEREOF ARE ADDITIONAL TRIAL AND BE PERMANENTLY LIMITED TO ONE (1) SET OF THE ONE OF THE TRIAL PERIOD LISTED ON YOUR ORDER & SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR PURCHASE UPGRADED SERVICES EITHER THEY MAY BE THE TRIAL PERIOD.

NOTWITHSTANDING SECTION 3 BEFOREPERSONAL, WARRANTIES, DISCLAIMER REMEDIES AND DISCLAIMERS, During THE TRIAL PERIOD, We will not be liable for Your use of the Services during the trial period.
Please review the Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

4. Use of services, affiliates

4.1 Subscriptions. Unless otherwise specified in the applicable Order Form, the Services are purchased as subscriptions, All subscriptions may be added during the Subscription Term, with the term for such additional subscriptions to be prorated for the remainder of the then-current Subscription Term, unless otherwise specified in an Order, and Fees for such additional subscriptions will terminate on the same date as the Subscription Term.

4.2 Usage Limits. Services are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) quantity in an Order Form refers to End User Accounts, and the Service may not be used by more than the specified number of Users, (b) a User account may not be shared with other Users, (c) a User account may be reassigned to another individual, and (d) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services. If Your usage of the Services exceeds the applicable usage limits, You will be required to pay Us an amount in conformity to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will be required to pay Us the applicable Fees for any usage in excess of the applicable usage limits upon Our request, and you may receive Service error messages or be required to perform certain upgrading and/or configuration.

4.3 Your Responsibilities. You will cyclic responsible for Your compliance with this Agreement and for all activities that occur through Your Users's use of The Services. We be responsible for the accuracy, quality and legality of Your Data, (i) your commitment to obtain, maintain, and otherwise ensure, all necessary or appropriate consents, notices and authorizations and such unauthorized access or use (ii) the Services and Your compliance with this Agreement and all applicable laws and government regulations, and (iii) the sufficiency of, and Your election, decision and use of, Your Services, and (iv) Documentation, specifications and computer hardware and software and third parties relating to Your Data and Your use of the Services, including reasonable efforts to monitor support requests and Your Users's use of the Services.

4.4 Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Your Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or use any Service to store or transmit infringing, obscene or tortuous offending, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in violation of a usage limit specified in the applicable Order Form, or (h) use a Service to store or transmit PHI. You shall be responsible for the security of any Devices, other than Equipment We may lease or sell to You pursuant to a separate agreement, that You use to access the Services, and You shall be responsible for the security of any Data while in such a computer product or service, or in telecom engineer any Service (to the extent such electronic is governed by law).

4.5 Privacy. Our Privacy Policy describes the collection, use, and sharing of certain information that may be provided in connection with Your use of the Services. You shall maintain Your own privacy policy and comply with all privacy laws and regulations applicable to Your Data and Your Agreement and may be prosecuted in a court where it was collected, as well as countless where privacy laws may be less stringent, including the United States. By using the Services or submitting Your Data to Us, You agree that We may collect, use, and disclose Your Data in accordance with the Privacy Policy and subject to reasonable efforts to restrict support personnel from accessing Your Data except as provided in this Agreement.

4.6 Suspension. If We become aware of a User's violation of the Agreement, then We may specifically request that You suspend that User's use of the Services. If You fail to comply with Our request to Suspend a User's use of the Services, then We may Suspend that User's use of the Services until We reasonably determine that the violation has ceased. We may also Suspend Your Access to the Services, if We reasonably determine that Your Access to the Services poses a security or other threat to the Services or other Users. Suspension. Notwithstanding the foregoing, If We in a Suspension Event, then We may automatically Suspend the offending User's use. Suspension will last to the minimum extent and the minimum duration required to prevent or terminate the Disruption to the Services. We will use reasonable efforts to re-activate the Services as soon as We reasonably can, after We have reasonably cured the Suspension Event to the extent it was caused by a User.

4.7 Affiliates. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if such Affiliate were an original party hereto.

5. Non-Ticketless Providers

5.1 Acquisition of Non-Ticketless Products and Services. We or third parties may make available third-party products or services, including, for example, Non-Ticketless Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of Your Data between You and any Non-Ticketless Provider, is solely between You and the applicable Non-Ticketless Provider. We do not warrant or provide Non-Ticketless Applications or other Non-Ticketless products or services, whether or not they are designated by Us.

5.2 Non-Ticketless Applications and Your Data. If You install or enable a Non-Ticketless Application for use with a Service, You grant Us permission to allow the provider of that Non-Ticketless Application to access Your Data as required for the interoperation of that Non-Ticketless Application with the applicable Service in accordance with Your instructions. We may refuse to interoperate with any Non-Ticketless Application.

5.3 Integration with Non-Ticketless Applications. The Services may contain features designed to interoperate with Non-Ticketless Applications. For such the Services to interoperate with such Non-Ticketless Applications, it may require from time to time providers, and may be required to give access to Your accounts on the Non-Ticketless Applications. If the provider of a Non-Ticketless Application ceases to make the Non-Ticketless Application available for interoperation with the corresponding Service features in a manner acceptable to Us, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

6. Fees and payment for purchased services

6.1 Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. Fees will be responsible for any payments owed but not paid by any of Your Affiliates ordering Services hereunder.

6.2 Invoicing and Payment. We will invoice You in accordance with and updated invoicing schedule set forth in an Order or as otherwise specified in an alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in any Order for the initial Subscription Term and any renewal Subscription Terms as set forth in Section 12.5 hereof. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If We Order Form specifies that payment will be made by a method other than a credit card, We will invoice You in advance for the applicable Subscription Term. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3 Payment Disputes. We will not exercise Our rights under Section 5.3 (Overdue Charges) or to suspend a User's use of the Services in connection with a reasonably and in good faith disputed invoice provided any undisputed fees and charges continue to be timely paid.

6.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales and withholding taxes, available by a competent tax authority, collectively, "Taxes", You are responsible for paying all Taxes associated with Your purchases hereunder. If We have a legal obligation to pay or collect Taxes with respect to an amount You owe Us under this Agreement, then We will invoice You for such Taxes, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6.5 Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. Proprietary rights and licenses

7.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our right, title and interest in and to the Services, including all of Our rights in and to Your Data, and all of Our rights in and to the Generic Reports created or for Us pursuant to the Services and Your Data to create Generic Reports and is provided in Section 7.2 below. No rights are granted to You hereunder other than as expressly set forth herein.

7.2 Our Rights to Use Your Data. You grant to Us and Our Affiliates the right to use Your Data in order to (a) provide the Services to You and Your Users, (b) prevent or address service or technical problems, or (c) in accordance with Your instructions, or as may be required by law. We may use Your Data or an aggregate de-identified or generic version for marketing, survey, benchmarking, analytics, and other purposes, provided that such use does not identify You or Your Users. We may also use Your Data for internal statistical purposes and general usage statistics. We does not identify You or Your agents, employees, or Users in any such report, and such reports do not include any Personal Data. We may use Your Data to create Generic Reports and in the manner in which Generic Reports are used in accordance with this Agreement. We may aggregate any Among Our customers Subject to the rights and licenses granted in this Agreement, We acquire no right, title, or interest from You under this Agreement in Your Data.

7.3 License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

8. Confidentiality

This GDPR Impact, a contract between being a controller, which means you control what happens with personal data and being a processor. A data processor processes all of the data that is control of the controller. The SendCloud service is a data processor, you are the controller. We have agreed with the data and where it is stored.

8.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party", and collectively with the Disclosing Party, the "Parties") that is marked or otherwise should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" includes, without limitation, (a) Your Data, (b) Your Confidential Information, (c) Third Party Content, (d) each party's business or technical plans and strategies, (e) Documentation and all Order Forms providing pricing as well as business and technical information regarding the Services, (f) the terms of this Agreement, and (g) any information disclosed by a third-party such party. Notwithstanding Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was lawfully known to the Receiving Party without a duty of confidentiality to the Disclosing Party without breach of any obligation owed to the Disclosing Party, or (iii) was lawfully obtained from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for purposes outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less than those set forth herein. Each party will also be responsible for any breach of this Section by any third-party agents or its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for any subsequent breach of these confidentiality provisions by such persons.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law or to the order of a court or other governmental entity, whether by subpoena or otherwise, if the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure to the extent legally permitted and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party is nonetheless legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party will be responsible for any breach of any obligation owed to the Disclosing Party, or has independently developed by the Receiving Party.

9. Representations, warranties, exclusive remedies and disclaimers

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Our Warranties. We warrant that (a) the Purchased Services will perform materially in accordance with the specifications set forth in the applicable Order Form, (b) We will not materially decrease the overall functionality of the Services during the applicable Subscription Term, (c) the Purchased Services will comply with Our anti-corruption policy, and (d) Our anti-corruption is those described in Section 12.3 Performance and 12.4 Defaults or Payment upon Termination.

9.3 Mutual Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision of or use of the Services, as applicable (including without limitation anti-bribery laws, anti-corruption laws).

THIS GDPR Impact, a contract between being a controller, which means you control what happens with personal data and being a processor. A data processor processes all of the data that is control of the controller. The SendCloud service is a data processor, you are the controller. We have agreed with the data and where it is stored.

9.4 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party", and collectively with the Disclosing Party, the "Parties") that is marked or otherwise should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" includes, without limitation, (a) Your Data, (b) Your Confidential Information, (c) Third Party Content, (d) each party's business or technical plans and strategies, (e) Documentation and all Order Forms providing pricing, as well as business and technical information regarding the Services, (f) the terms of this Agreement, and (g) any information disclosed by a third-party such party. Notwithstanding Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was lawfully known to the Receiving Party without a duty of confidentiality to the Disclosing Party without breach of any obligation owed to the Disclosing Party, or (iii) was lawfully obtained from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.5 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for purposes outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less than those set forth herein. Each party will also be responsible for any breach of this Section by any third-party agents or its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for any subsequent breach of these confidentiality provisions by such persons with this Section 8.2.

9.6 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law or to the order of a court or other governmental entity, whether by subpoena or otherwise, if the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure to the extent legally permitted and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party is nonetheless legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party will be responsible for any breach of any obligation owed to the Disclosing Party, or has independently developed by the Receiving Party for a reasonable cost of complying with mandatory disclosure provisions of the Confidential Information.

9. Representations, warranties, exclusive remedies and disclaimers

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Our Warranties. We warrant that (a) the Purchased Services will perform materially in accordance with the specifications set forth in the applicable Order Form, (b) We will not materially decrease the overall functionality of the Services during the applicable Subscription Term, (c) the Purchased Services will comply with Our anti-corruption policy, and (d) Our anti-corruption is those described in Section 12.3 Performance and 12.4 Defaults or Payment upon Termination.

9.3 Mutual Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision of or use of the Services, as applicable (including without limitation anti-bribery laws, anti-corruption laws).

10. Indemnification

10.1 Indemnification by You. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of Purchased Services in accordance with this Agreement infringes or misappropriates such third-party's intellectual property rights (a "Claim"), and We will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of a Claim, provided You (a) promptly give Us written notice of the Claim, (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless it unconditionally releases You of all liability), and (c) give Us reasonable assistance, at Our expense. If Our defense of the Claim is materially prejudiced by You failure to provide such notice or to provide reasonable assistance in defending the Claim, We will not be responsible for any damages, attorney fees and costs finally awarded against Us as a result of, or for amounts paid by Us under a court-approved settlement of the Claim to the extent the defense and settlement of the Claim are materially prejudiced thereby. We may elect to settle the defense and settlement of the Claim against Us through You and We may not settle any Claim against Us unless it unconditionally releases Us of all liability, and (ii) pay Us all reasonable expenses, at Our expense.

10.2 Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any Third-Party Claims described in this Section 10.

11. Limitation of liability

11.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS UNDER THIS AGREEMENT OR ANY ORDER FORM EXCEEDS THE FEES PAID BY YOU HEREUNDER FOR THE SERVICES UNDER THE ORDER FORM GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEEDS TWO (2) TIMES THE FEES PAID BY YOU HEREUNDER FOR THE SERVICES UNDER THE ORDER FORMS GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR GOODWILL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SUBSEQUENT DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.3 Collective Liability. The provisions and limitations of this Section 11 will apply to You and all of Your Affiliates (including Your Affiliates that are Users of the Services) and Users in the aggregate. For clarity, Your and Your Affiliates's and Users' use of related Services, collectively, will be limited to the aggregate amount paid by You and Your Affiliates as set forth in this Section 11.

12. Term and termination

12.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all Subscription Terms hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The Subscription Term shall be and shall renew as specified in the applicable Order Form, unless either Party gives the other Party written notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term, or unless either Party is in material breach of this Agreement at the time of such notice. Unless specifically provided in the applicable Order Form, the Subscription Term for Purchased Services will be one (1) year. Your prior term unless We have given You written notice of a pricing increase at least sixty (60) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and the renewal.

12.3 Termination. A party may terminate this Agreement (i) thirty (30) days after providing written notice to the other party of a material breach of this Agreement, or (ii) if bankruptcy or insolvency proceedings are filed against the other party, or (iii) if the other party terminates the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors, or (iv) if a receiver is appointed over the other party or any substantial part of the other party's assets, or (v) if the other party ceases its business operations.

12.4 Refund or Payment upon Termination. If termination by Your termination in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the Subscription Term of all Orders from the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the Subscription Term of all Orders. In no event will termination relieve Your obligation to pay fees payable to Us for the period prior to the effective date of termination.

12.5 Your Data Portability and Deletion. After the effective date of termination or expiration of this Agreement, We will have no obligation to maintain or provide Your Data and may, at Our sole discretion, delete all Your Data in Our Services or Third-Party System or otherwise in Our possession or control, unless legally prohibited.

12.6 Surviving Provisions. The Sections titled "Fees and Payment for Purchased Services", "Proprietary Rights and Licenses", "Confidentiality", "Disclaimers", "Mutual Indemnification", "Limitation of Liability", "Refund or Payment upon Termination", "Your Data Portability and Deletion", "Notices, Governing Law and Jurisdiction", and "General Provisions" will survive any termination or expiration of this Agreement.

13. Notices, governing law and jurisdiction

13.1 Manner of Giving Notices. Except as otherwise specifically provided, notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after dispatch by a nationally recognized overnight courier service, in each instance addressed to the recipient party at the address of the recipient party specified in the Order Form, or such other address as Your or Our shall hereafter specify for such purpose by notice to Us or Your. For Your notices to Us, You will also send a copy to Our Legal Department, 1 Ticketless Way, Suite 1400, Las Vegas, NV 89135.

13.2 Agreement to Governing Law and Jurisdiction. Each party agrees that this Agreement is governed by and shall be construed in accordance with the laws of Nevada, excluding its conflict of laws rules or principles. Each party agrees that all disputes arising out of or relating to this Agreement are limited to the exclusive jurisdiction and venue of the state and federal courts located in Clark County, Nevada. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue.

14. Co-Marketing

Either Party may request permission either party from making any statement about its business relationship with the other or otherwise making public or private statements in the normal course of its business that do not disclose the specific terms of this Agreement. Neither Party shall use the name, trademarks, service marks, or logos of the other Party without the express prior written consent of the owner of such trademarks, service marks, or logos. Either Party may revoke its consent to the use of its name, trademarks, service marks, or logos by giving You at customer on Our website or within other marketing materials. You agree that Your name may be included in lists of customers and in Our customer

15. Security

We agree to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Your Data. However, We will have no responsibility for errors or transmission, unauthorized third-party access or other causes beyond Our control.

16. Ownership

You or a data controller agreement for access to and use of the Services. Customer acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or the terms in this Agreement no ownership rights are being conferred upon Customer hereunder. Customer does not obtain any rights to the Services except for the limited and restricted rights to use, including all patent, copyright, trademark, trade secret and other intellectual property rights and in the Services and all Documentation, professional services deliverables and any and all related and underlying technology and materials, in accordance with the terms of this Agreement and any Order Form for which Customer has paid the applicable fees. Customer agrees that any purchase hereunder is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features. Customer shall not (a) copy, except for Code and Our Data or modify the Services or any other material or service, except for Code and Our Data or modify, except for Code and Our Data, any other material or service, or create any derivative work of any such Services or any other material or service, or (b) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit the Services or any other material or service, except for Code and Our Data, or make the Services or any other material or service available to any third party except as permitted in this Agreement or in any Order Form, or (c) use or permit the Services or any other material or service to be used to mail, transmit, or communicate unsolicited commercial mail, spam or other unsolicited bulk messages in violation of applicable laws or regulations, except for Code and Our Data, or (d) use or permit the Services or any other material or service to be used to upload, post, transmit, display, or otherwise make available in connection with a Service or any other material or service any Services the extent such transmission is governed by law).

17. Exceptions

17.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

17.2 Third-Party Beneficiaries. You acknowledge that Licensors are third-party beneficiaries of this Agreement with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

17.3 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

17.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

17.5 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

17.6 Force Majeure. Except for payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disruption) that was beyond the party's reasonable control.

17.7 Any Trial Waiver. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE FOREGOING WAIVER IS INTENDED TO BE BROAD BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, VIOLATIONS OF STATUTES, OR ANY OTHER CLAIMS ARISING FROM THE PARTIES' DEALINGS. IF THE WAIVER STATED IN THIS SENTENCE IS NOT ENFORCEABLE, THEN ANY DISPUTE NOT EXCLUDED BY EACH OF THE PARTIES HEREUNDER AND THEREFORE WILL NOT BE SUBJECT TO ARBITRATION SHALL BE TRIED BY A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY HAS MADE ANY STATEMENT OR PROMISE TO THE OTHER PARTY THAT IT WILL NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN ANY EVENT.

17.8 Entire Agreement. This Agreement, together with the Order Form and any Order Form, Subscription Agreement, Addendum and Service Agreement, and any other Order Form, Subscription Agreement, Addendum and Service Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No trade usage, course of dealing or course of performance will be deemed to form or add to, vary, explain or interpret any Order Form or this Agreement. No modification or amendment of any provision of this Agreement will be valid unless it is in writing and signed by the party against which the waiver is to be asserted. No modification or amendment of any provision of any Order Form will be valid unless it is in writing and signed by the party against which the waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order Form, (2) the Subscription Agreement, and (3) the Documentation.

17.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without the prior written consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity interests, provided that the parties to such merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity interests or of control or boards of directors or equivalent of the assigning party, and such assignee shall be responsible for all of the foregoing.

17.10 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

17.11 Third-Party Beneficiaries. You acknowledge that Licensors are third-party beneficiaries of this Agreement with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

17.12 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

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17.14 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

17.15 Force Majeure. Except for payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disruption) that was beyond the party's reasonable control.

17.16 Any Trial Waiver. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE FOREGOING WAIVER IS INTENDED TO BE BROAD BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, VIOLATIONS OF STATUTES, OR ANY OTHER CLAIMS ARISING FROM THE PARTIES' DEALINGS. IF THE WAIVER STATED IN THIS SENTENCE IS NOT ENFORCEABLE, THEN ANY DISPUTE NOT EXCLUDED BY EACH OF THE PARTIES HEREUNDER AND THEREFORE WILL NOT BE SUBJECT TO ARBITRATION SHALL BE TRIED BY A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY HAS MADE ANY STATEMENT OR PROMISE TO THE OTHER PARTY THAT IT WILL NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN ANY EVENT.

17.17 Entire Agreement. This Agreement, together with the Order Form and any Order Form, Subscription Agreement, Addendum and Service Agreement, and any other Order Form, Subscription Agreement, Addendum and Service Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No trade usage, course of dealing or course of performance will be deemed to form or add to, vary, explain or interpret any Order Form or this Agreement. No modification or amendment of any provision of this Agreement will be valid unless it is in writing and signed by the party against which the waiver is to be asserted. No modification or amendment