

## TERMS AND CONDITIONS

*Last Revised: March 8, 2023*

Welcome to the Terms and Conditions (these “**Terms**”) for the website, [MidnightTheatre.com](https://MidnightTheatre.com) (the “**Site**”), operated by JDDC Elemental, LLC d/b/a Midnight Theatre and Hidden Leaf NYC (“**Company**”, “**we**” or “**us**”), and any content, tools, features and functionality offered on or through our Site (collectively, the “**Services**”).

The Services allow you to buy tickets (“**Ticket(s)**”) for admission to certain events (“**Events**”) taking place at our venue, located at 75 Manhattan West Plaza, New York, NY 10001 (the “**Venue**”). Once you have decided to buy Tickets, your order is passed onto the Ticket Processor (as defined below) to complete the transaction.

These Terms, along with our Ticket Processor’s [Terms of Use](#) and [Privacy Policy](#) govern your access to and use of the Services. Please read these Terms carefully, as they affect your legal rights. By accessing or using the Services, you agree to these Terms. If you do not understand or agree to these Terms, don’t use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company, then “**you**” includes you and that entity, and you represent and warrant that (a) you are authorized to bind the company to these Terms, and (b) you agree to these Terms on the company’s behalf.

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we change these Terms, we will notify you, such as by sending an email notification, providing notice through the Services or updating the “Last Revised” date above. By continuing to access or use the Services, you confirm your acceptance of the revised Terms and all of the terms incorporated herein by reference.

**Please note that Section 7 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree to (a) resolve disputes with us through binding individual arbitration, not by a judge or jury, and (b) waive your right to participate in class actions, class arbitrations, or representative actions. You may opt-out of arbitration, as explained in Section 7.**

### 1. THE SERVICES

- 1.1. Our Services. On the Site, you can purchase Tickets for Events. Once you have decided to make a purchase, your order is passed onto TixTrack, Inc. d/b/a NLIVEN (the “**Ticket Processor**”) (as defined below) to complete the transaction.
- 1.2. Use of Third Party Platforms through the Services. Aspects of the Services require the use of certain third party services (“**Third Party Platforms**”), including the Ticket Processor. The Services may display, include or make available content, data, information, applications or materials from third parties or provide links to Third Party Platforms.

- 1.3. Third Party Platforms are trusted partners of the Company, but we do not control them. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Platforms. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third Party Platforms, or for any other materials, products, or services of third parties. If you have any complaints in connection with any Third Party Platforms, please contact such third party directly, or contact your state Attorney General or the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).
- 1.4. Who May Use the Services. You must be 13 years of age or older to use the Services; provided, however, if a different age limit is listed on the Event details page for any one Event, such age limit listed shall be the age limit for use of the Services in relation to purchasing Tickets for that Event. Additionally, you may only use our Services to purchase Tickets if you meet our Ticket Processor's eligibility criteria, which may vary based upon the territory where you reside.
- 1.5. Your Equipment. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a hardware device that is suitable to connect with and use Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.
- 1.6. By using the Services, you agree to provide accurate, current and complete information about yourself. You agree that you will not try to access the Services through unauthorized third party applications.
- 1.7. We may require you to provide additional information and documents required (a) by the Ticket Processor or Third Party Platforms, (b) any competent legal authority or (c) in case of the application of any applicable law or regulation, including anti-money laundering and anti-terrorism laws. We or the Ticket Processor may also require you to provide additional information and documents in cases where either of us has reason to believe that:
- (a) Your equipment is being used for money laundering or for any other illegal activity;
  - (b) You have concealed or reported false identification information and other details; or
  - (c) Transactions effected via our Services were in breach of these Terms.
- 1.8. By purchasing Tickets through our Services, you consent to receive electronic communications from us, the Ticket Processor, or the Third Party Platforms (e.g., via email or by posting notices to the Services). You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We, the Ticket Processor, Third Party Platforms, or related parties (including third parties involved with the Event) may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. **You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.**

## 2. TICKET SALES

- 2.1. General. There are limited quantities of Tickets available for each Event, and the quantity of Tickets available to the general public will be in our sole and absolute discretion. Tickets are sold on a first come, first served basis. Ticket purchases for Events will be conducted solely once authorized by the Ticket Processor and our payment processor. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the Services.
- 2.2. No Refunds. **ALL TICKET SALES ARE NON-REFUNDABLE AND SUBJECT TO APPLICABLE TAXES. NO RETURNS, EXCHANGES, SUBSTITUTIONS, OR CASH REDEMPTIONS ARE PERMITTED, UNLESS OTHERWISE AGREED TO BY COMPANY, IN ITS SOLE AND ABSOLUTE DISCRETION. ALL TICKET SALES ARE FINAL.**
- 2.3. Payment.
- (a) All payments for Tickets are effected by our third-party partners, including the Ticket Processor and its payment processor(s).
  - (b) You acknowledge and agree that all information you provide with regards to a purchase of Tickets, including, without limitation, credit card, debit card, or other payment information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to the Ticket Processor or its payment processor(s), including, without limitation, any credit card you provide when completing a transaction. We reserve the right, with or without prior notice and in our sole and complete discretion, to (i) discontinue, modify, or limit the available quantity of, any Tickets, and (ii) refuse to allow any user to purchase any Tickets. When you purchase Tickets, you (i) agree to pay the price for such Tickets as set forth on the Site, and all transaction fees necessary to facilitate your purchase (such as Ticket Processor fees), and (ii) authorize the Ticket Processor and/or its payment processor(s) to charge your payment method for that amount. Orders will not be processed until payment has been received in full.
- 2.4. Responsibility for Taxes. You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority (collectively, “**Taxes**”) associated with your use of the Services.
- 2.5. Promotional Codes. We may offer certain promotional offers, referral codes, discount codes, coupon codes or similar offers (“**Promotional Offers**”) that may be redeemed for discounts on Tickets, or other features or benefits related to the Services, subject to any additional terms that the Company establishes. You agree that Promotional Offers: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by the Company; (d) may be disabled or have additional conditions applied to them by the Company at any time for any reason without liability to the Company; (e) may only be used pursuant to the specific terms that the Company establishes for such Promotional Offer; (f) are not valid for cash or any other credits or points; and (g) may expire prior to your use.

### **3. EVENT**

- 3.1. Admission to the Event is subject to the restrictions and requirements of Company. You must possess a valid Ticket that permits access to the Event and may need to check in at marked locations during specified time periods to attend the Event. Company reserves the right to refuse admission or to eject any person appearing to be intoxicated, under the influence of drugs, under the age limit listed on the Event details page, that is or otherwise behaving dangerously or inappropriately, or for any other behavior likely to cause damage, injury, nuisance and annoyance or for failure to comply with the reasonable request of the Company. You may be required to complete a waiver and/or release prior to participation in the Event. Participants may also be required to wear masks, maintain social distance, and adhere to other rules related to Covid-19 regulations, including, but not limited to, mandatory quarantine. Please check local travel regulations related to Covid-19.
- 3.2. By entering the Venue, you consent to be searched by Venue staff. If you refuse to submit to a search by Venue staff, you will be denied entry to, or ejected from, the Venue. You understand and agree that your use of the Ticket is contingent upon your unconditional and voluntary acceptance to be searched for the presence of drugs, weapons, any objects that may disrupt the peace or jeopardize the safety of other Ticket holders, and/or any other prohibited items prior to your admission to the Venue or at any time thereafter. If any of these items are found, your license for admission to the Event and Venue shall be immediately revoked, such items will be seized by security personnel and forfeited by you, and you may be immediately removed from the Venue.
- 3.3. The Event may not be restreamed, republished, or used by you for any commercial or promotional purpose whatsoever. Any attempt to restream or republish the Event by you is strictly prohibited and will be a breach of these Terms, and, in addition to any other rights or remedies available to us, may result in your Ticket to the Event to be canceled without prior notice or liability to you. Furthermore, Tickets may not be used in association with any giveaway, sweepstakes, contest or similar activities, including, but not limited to, as a prize or incentive, without the Company's prior written consent. Any Ticket so used will automatically become void at the Company's sole discretion with no refund to you and/or the Ticket holder.
- 3.4. Company does not control responses provided by any third-party host or presenter of an Event, and statements made by any such parties, including, without limitation, performers, brand ambassadors, and celebrities, may not reflect the views of Company. In addition, Company does not endorse and is not making any recommendation regarding any products, services, or other material that may be presented or described by any such third party during the Event.
- 3.5. Company reserves the right to disqualify you from participating in this and any future Events if your behavior, including any communication via email or any other communication channel, is deemed inappropriate, harmful, harassing, illegal, offensive, or for any other reason is deemed to be inconsistent with any applicable terms of use or other policies of any applicable platforms or providers, in Company's absolute and sole discretion. The rights in this provision are in addition to any other rights or remedies available to us.
- 3.6. Your participation in this Event constitutes your consent for Company and its affiliates to use and publish your image and/or voice as captured by any audio or video recording, as well as your name, avatar, biographical data, questions, or any additional information that is provided by you in connection with this experience without any limitations of time, place, or content for Company's promotional purposes, without compensation, except as required by law. You are prohibited from creating or causing to be created any audio, visual, or audio-visual recording, photograph, or other reproduction or publication of the Event unless written permission is provided by the Company.

- 3.7. **Company reserves the right at any time to cancel, modify, reschedule, change, or alter any aspect of the Event (including, without limitation, the appearance of any performer or artist, and/or the order of performance of any performer or artist), if, at the sole discretion of Company, the Event is not capable of being conducted as specified. This will apply in any of, but is not limited to, the following circumstances: force majeure events, fraud, technical failures, personal illness or disability of a performer or artist, or any other causes beyond the control of Company.**
- 3.8. By entering the Venue, you assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Event, whether occurring prior to, during, or subsequent to, the Event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever. You understand that the use of your Ticket is contingent upon your voluntary assumption of the risk and danger that may result from, or be incidental to, your presence at the Event, whether occurring prior to, during or after the Event, including, but not limited to, any actions or omissions of the Company. Company assumes no responsibility or liability for, and you agree to release and hold them harmless from and against, any damages, injuries, losses, claims, or causes of action of any kind arising from your participation in this Event.

#### **4. USE OF THE SERVICES**

- 4.1. License Grant. Subject to your compliance with these Terms, the Company hereby grants to you, a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and subject to the use restrictions described below.
- 4.2. Acceptable Use of the Services. You may not:
- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services;
  - (b) duplicate, decompile, reverse engineer, disassemble or decode the Services, or attempt to do any of the same;
  - (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
  - (d) use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify or affect the Services;
  - (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
  - (f) access or use the Services or any underlying API in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
  - (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, or the computer systems or networks connected to the Services;

- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or any underlying API;
- (i) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) use the Services for illegal, harassing, unethical, or disruptive purposes;
- (l) violate any applicable law or regulation in connection with your use of the Services; or
- (m) access or use the Services or any underlying API in any way not expressly permitted by these Terms.

## **5. OWNERSHIP OF SERVICES AND CONTENT**

- 5.1. Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.
- 5.2. Ownership of Trademarks. The Company's name, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 5.3. Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

## **6. RISK, DISCLAIMERS, LIMITS ON LIABILITY AND INDEMNIFICATION**

- 6.1. Assumption of Risk. Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Specifically, you accept and acknowledge that the Services rely on the Ticket Processor and Third-Party Platforms to perform the transaction of Ticket sales. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms;

or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, your access to and use of the Services will suffer.

- 6.2. Without limiting the Assumption of Risks, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICE, THE TICKETS AND THE EVENTS. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so these disclaimers may not apply to you.
- 6.3. WE, THE TICKET PROCESSOR (AND OUR THIRD PARTY PLATFORM PROVIDERS) MAKE NO WARRANTY THAT THE SERVICES, THE CONTENT THEREIN:
  - (a) *WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR*
  - (b) *WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL OR SAFE.*
- 6.4. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SERVICES. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR CONTENT LISTED ON OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 6.5. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.
- 6.6. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM:
  - (a) USER ERROR;
  - (b) SERVER FAILURE OR DATA LOSS;
  - (c) UNAUTHORIZED ACCESS TO APPLICATIONS;
  - (d) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES.
- 6.7. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

6.8. Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

6.9. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE:

- (a) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR
- (b) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES.
- (c) THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT (i) EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR (ii) THE AMOUNT YOU PAID THE COMPANY ENTITIES DIRECTLY, IF ANY, FOR THE SERVICES (OR TICKETS PURCHASED FROM THE COMPANY ENTITIES ON THE SERVICES) IN THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.10. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with:

- (a) your violation or breach of any term of these Terms or any applicable law or regulation;
- (b) your violation of any rights of any third party;
- (c) your access to or use of the Services; and
- (d) your negligence or willful misconduct.



## 7. ARBITRATION AND CLASS ACTION WAIVER

- 7.1. Informal Process First. You agree that in the event of any dispute between you and the Company Entities, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.
- 7.2. Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”), whether in equity or at law (such as claims for injunctive or preliminary relief), relating in any way to your use of the Company’s services and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). The seat of the arbitration will be New York City, New York. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.** Notwithstanding the foregoing, Company (and not you) will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court and your claim remains on an individual, non-representative and non-class basis.
- 7.3. Costs of Arbitration. Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. Each party will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.
- 7.4. Opt-Out. **You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to [info@midnighttheatre.com](mailto:info@midnighttheatre.com) or to the U.S. mailing address listed in the “How to Contact Us” section of these Terms. The notice must be sent to the Company within thirty (30) days of your purchasing a Ticket or agreeing to these Terms, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, the Company also will not be bound by them.**

## 8. ADDITIONAL PROVISIONS

- 8.1. Updating These Terms. We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. Any such modifications will apply retroactively unless otherwise specified in the then-current Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Site. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

- 8.2. Termination of License. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend or disable your access to the Services (or any part of the foregoing) with or without notice, for any or no reason and you are prohibited from re-registering for the Services under a different name. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of your ability to use the Services. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- 8.3. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 8.4. Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services, and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 8.5. Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws.
- 8.6. Governing Law. These Terms are governed by the laws of the State of New York, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in New York City, New York.
- 8.7. How to Contact Us. You may contact us regarding the Services or these Terms at: 75 Manhattan West Plaza, New York, NY 10001, by phone at (917) 905-2782 or by e-mail at [info@midnighttheatre.com](mailto:info@midnighttheatre.com).