

TERMS OF SERVICE

The following are the Terms of Services ("TOS") that govern the use of the www.slocalTix.com website ("Site"). sLocalTix, L.L.C., DBA: sLocalTix, a Louisiana corporation, with a principal place of business at 1153 Crescent Dr., Baton Rouge, LA 70806 ("Company," "SLocalTix," "We," "Us," or "Our") provides You, the user of the Site ("You" or "Your"), access to and use of the Site subject to the TOS. We reserve the right to update the TOS from time-to-time at Our sole discretion. You hereby agree as follows:

BY USING THIS SITE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THESE TOS, (COLLECTIVELY, THE "USER AGREEMENTS"), EACH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE, AND EXPRESSLY AGREE TO, AND CONSENT TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS CONTAINED THEREIN. THE TOS SHALL HAVE THE SAME LEGAL EFFECT AND FORCE AS A WRITTEN AND SIGNED DOCUMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU MUST CEASE USING THIS SITE. ANY VIOLATION OF THE TOS CAN RESULT IN ACTIONS BY US INCLUDING, BUT NOT LIMITED TO, TERMINATION OF YOUR ACCESS AND RIGHT TO USE THE SITE, CANCELLATION OF YOUR TICKET ORDER, AND/OR REMOVAL OF YOUR EVENT LISTING.

LICENSE

Subject to the terms and conditions set forth in the User Agreements and Your compliance with their terms, We agree to provide You with access and use of Our Site while you are in compliance with the User Agreements and all other terms and conditions described for use of the Site. There is no fee paid by You for access, although We charge purchasers and sellers, which You may be, for Our ticketing services that We provide pursuant to Our Purchasing Agreement and Ticketing Services Agreement. Your access to the Site is provided pursuant to a free, limited, non-exclusive, and revocable license provided by Us.

ACCESSIBILITY

You understand and agree that the Site may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which We may undertake from time-to-time; or (iii) causes beyond Our control or which are not reasonably foreseeable by Us. Our Site is offered as-is, and as-available. While We will make efforts to maintain the Site, We have no control over Your ability to access the Site at any particular time and We are not responsible for any limitation of services due to technical difficulties beyond Our control, including any interruption of service in providing the Site.

EQUIPMENT

You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Site, all hardware, software, electrical, and other physical requirements for Your use of Our Site, including, but not limited to, telecommunications and internet access connections and links, web browsers or other equipment, and programs or services required to access and use the Site.

PROPRIETARY RIGHTS

All or portions of this Site are proprietary to Us and are protected by intellectual property laws and/or treaties, including, but not limited to, copyright, trademark, service mark, and patent laws. You agree to use this Site for Your own personal use only and shall not copy, duplicate, display, transmit, distribute, modify, or prepare derivative works for any other purpose unless We give You express written permission to do so. The User Agreements do not constitute any general license to You to use any of Our copyrights or trademarks with the sole exception of on-screen viewing. Our trademarks include but are not limited to the SLOCALTIX and Frog Design trademarks.

NO REDISTRIBUTION OR RESALE

You agree not to reproduce, duplicate, copy, sell, resell, lease, distribute, redistribute, publish, modify or exploit for any commercial purposes, any portion of the Site, its use, or any access to it. You agree that You are only authorized to visit, view and to retain a copy of pages of this Site for Your own personal use.

NO INTERFERENCE

You agree that You shall not use, implement, or employ, or directly or indirectly aid, encourage, or solicit anyone else from using, implementing, or employing any automated or manual device, process, or program (e.g. robot, spider, spyware, etc.) designed to monitor, observe, track, gather, copy, or transmit any of the content or user information contained on Our Site without Our express written permission. You further agree that You shall not use, implement, or employ, or directly or indirectly aid, encourage, or solicit anyone else from using, implementing, or employing any automated or manual device, process, or program that interferes or attempts to interfere with the operation of Our Site.

LINKING AND FRAMING

Our Site may also provide links to other websites. These links are not intended to imply sponsorship, affiliation, or endorsement. We do not exercise any control over these other websites. We are not responsible or liable, either directly or indirectly, for the availability or accessibility of these other websites, any transmissions initiated by or between You and the other website, any of the content posted on the other website, or Your reliance upon such content.

USER SUBMITTED CONTENT

By submitting any and all postings, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, and available through the Site ("Content") to be used on the Site, You agree that We may use Your name, voice, or image and any quotes attributable to You, and any such photos, videos, or audio recordings of or by You as described herein. You grant the rights hereunder whether or not Your name, voice, or image, or any quotes attributable to You are used in any manner by SLocalTix and We reserves the right in Our sole discretion NOT to use any submitted content. You grant these rights to SLocalTix worldwide, irrevocably, royalty-free, with the perpetual right and license to copy, reproduce, modify, edit, make derivative works, distribute, publish (publicly or otherwise), display, link to, and otherwise use the Content in any media for any purpose including but not limited to publication on the Site, advertising, and other commercial uses in connection with the Site. You waive all rights related to Our use and release,

discharge and hold harmless SLocalTix, its officers, directors, employees, agents, contractors, successors and assigns from any claims, causes of action, damages, costs or expenses of any sort arising out of or connected with the use of Your name, voice, or image, or any quotes attributable to You. You further understand and agree that online visitors to the Site may view the Content and may comment on the Content as they see fit such as in (but not limited to) contests or polls. In addition and by submitting Content: (i) You understand and agree that the Content may be cropped, edited, electronically manipulated or otherwise altered for use in the Site, without further consent or approval, and that whether or how the Content is used in the Site is entirely within Our sole discretion; (ii) You certify that You are the original author (or have a written assignment of all rights from the author) of the submitted Content, You are the sole copyright owner of the Content, You are the only person depicted in the Content, and You have complete authority to grant to Us the rights stated herein; and (iii) You understand and agree that all Content is subject to review and editing by Us prior to any posting or use by SLocalTix. You further acknowledge that We reserve the right to remove any Content from the Site at any time and for any reason at Our sole discretion.

GRANT OF LIKENESS

You grant permission to SLocalTix to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, an Event (regardless of whether before, during or after such Event) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, You or anyone acting on Your behalf.

UNACCEPTABLE USES

You are solely responsible for any and all acts and omissions that occur while You use this Site, and You agree not to engage in unacceptable use of the Site, which includes, but is not limited to, use of the Site to: (i) disseminate, store or transmit unsolicited messages, chain letters, or unsolicited commercial e-mail (also known as "spam"); (ii) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious; (iii) disseminate, store, or transmit files, graphics, software, material, or other content that actually or potentially infringes the copyright, trademark, patent, trade secret, intellectual property rights, or rights of privacy or publicity of any person or instruct any person how to do so; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (v) impersonate any person or entity, including, but not limited to, a SLocalTix employee or agent; (vi) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vii) interfere, disrupt, or attempt to gain unauthorized access to other passwords or accounts on the Site or any other computer network; (viii) disseminate, store or transmit viruses, trojan horses, or any other malicious code or program; (ix) harm minors in any way; (x) solicit personal information from anyone under eighteen (18) years of age; (xi) solicit confidential information; (xii) interfere with or disrupt the Site or the servers or network connected to provide service to the Site; (m) provide instructional information about illegal or unlawful activities (xiii) "stalk" or otherwise harass another person; (xiv) intentionally or unintentionally violate any applicable local, state, national or international law; (xv) engage in outside commercial or business activities without Our express written consent; and/or (xvi) engage in any other activity deemed by Us, in Our sole discretion, to be unacceptable when using this Site or in conflict with the spirit or intent of the User Agreements. Any violation of this section can result in termination of Your account and/or license to use this Site and any ticket orders and/or Event listings that You place with Us, as well as other legal action. We will not routinely attempt to match Your personally identifiable information to Your usage of the Site or to other information in our possession. However, in instances where We, in Our sole discretion, suspect or determine that the Site is being used for any unacceptable, inappropriate, or illegal purposes, personally identifiable information relating to

Your use of this Site may be disclosed to other parties as We deem appropriate. Such information may also be disclosed pursuant to any authorized law enforcement investigation, regardless of whether it was initiated by Us or by another party.

COMMERCIAL USE

No bulletin board, chat or other areas of this Site may be used by Our visitors for any commercial purposes not associated with SLocalTix Events and transactions. You must obtain Our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. You may not transmit any chain letters or junk email to others.

CONTENT POSTED ON THE SITE

All Content is the sole responsibility of the person from whom such Content originated. SLocalTix does not control, and is not responsible for user-submitted Content and that by using the Site, You may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the Site may contain links to other websites, which are completely independent of SLocalTix. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any linked Site. Likewise, SLocalTix makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such Content posted on, transmitted through, and available through the Site. Users of the Site bear all risks associated with, the use and/or reliance upon any Content, and/or the representations made therein, and under no circumstances will SLocalTix be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Site. You acknowledge that SLocalTix does not pre-screen or approve Content prior to posting. SLocalTix makes no representations and/or warranties to any of the claims made in any posting on reviews and comments, personal profile, listings, postings, descriptions, messages, group discussions, guides, and message boards or otherwise of any Content, by any user. And further, as to Content: (i) You understand and agree that SLocalTix may review and delete any Content that in the sole judgment of SLocalTix violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others; (ii) You are solely responsible for the Content that You publish or display; and (iii) by posting Content to any public area of the Site, You automatically grant, and You represent and warrant that You have the right to grant, to SLocalTix an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. SLocalTix reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Site and terminating the membership of such violators. The following is a partial list of the kind of Content that is illegal or prohibited on the Site: Content that (a) is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; (d) promotes information that You know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (f) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page); (g) displays pornographic or sexually explicit material of any kind; (h) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (i) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (j) solicits passwords

or personal identifying information for commercial or unlawful purposes from other users; (k) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or (l) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure. Even though all of this is strictly prohibited, there is a small chance that You might become exposed to such items and You further waive Your right to any damages (from any party) related to such exposure.

DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

It is Our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If You believe that a work protected by a U.S. copyright which You own has been posted or stored on Our Site without Your authorization, You may contact Our agent as follows: Via United States mail, at the address listed above; via e-mail, at info@sLocalTix.com. Please include information sufficient to identify the work, its location on Our Site, when you accessed it, and Your copyright information. It is Our policy to terminate, in appropriate circumstances, the access rights to Our Site of repeat infringers.

PRIVACY

Your information is collected and utilized pursuant to Our Privacy Policy, incorporated by reference herein. We do not knowingly collect information from children. This Site is intended for use by adults only.

REPRESENTATIONS AND WARRANTIES

You represent and warrant the following: (i) You are over eighteen (18) years of age; (ii) You have the right, power, and authority to enter into and perform the User Agreements; (iii) You are not buying tickets specifically for resale and are not a re-seller, wholesaler, or bulk purchaser of tickets; (iv) You will not use Our service or Site for any unacceptable uses, as partially listed in the paragraph titled "Unacceptable Uses"; (v) You will not use Our Site or service to violate any federal, state, and/or local law; (vi) You will only use Our Site or service to transmit and disseminate information reasonably related to Your ticket purchase and/or Event information; and (vii) the information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes.

DISCLAIMER OF WARRANTIES

THE SITE, ITS CONTENT AND THE SLOCALTIX SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) THAT THE SITE, OR THE SERVICE PROVIDED BY US, WILL MEET YOUR REQUIREMENTS; (iii) THAT THE SITE WILL BE SECURE, UNINTERRUPTED, ACCESSIBLE, OR ERROR-FREE; AND/OR (iv) THAT ANY INFORMATION OR MATERIAL OBTAINED FROM THE SITE WILL BE ACCURATE, RELIABLE, COMPLETE, OR FREE FROM VIRUSES OR OTHER FORMS OF MALICIOUS OR DESTRUCTIVE CODE. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US, WHETHER IN ORAL, WRITTEN, OR ELECTRONIC FORM, RELATING TO YOUR USE OF

THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE USER AGREEMENTS. SLOCALTIX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. SLOCALTIX MAKES NO GUARANTEE OF THE AVAILABILITY OF ANY TICKETS OR OF ANY SPECIFIC RESULT FROM USE OF THIS SITE OR USE OF THE SLOCALTIX SERVICE. SLOCALTIX IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY EVENT, VENUE, PROMOTER, PERFORMER OR OTHER THIRD PARTY IN CONNECTION WITH ANY ACTIVITY AT THE EVENT.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR TRAVEL EXPENSES, LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES FOR ANY MATTER ARISING FROM OR RELATING TO THE USER AGREEMENTS, THE SITE OR SERVICE, OR THE INTERNET GENERALLY, INCLUDING, BUT NOT LIMITED TO: (i) YOUR USE OR INABILITY TO USE THE SITE; (ii) ANY CHANGES TO OR INACCESSIBILITY OF THE SITE; (iii) ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY TRANSMISSION OR DATA; (iv) ANY CONTENT OR DATA TRANSMITTED OR RECEIVED OR NOT TRANSMITTED OR RECEIVED; (v) ANY CONTENT OR DATA FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE; AND (vi) ANY PROBLEMS OR DIFFICULTIES THAT ARISE PERTAINING TO THE ISSUANCE OR PROCESSING OF TICKETS OR WITH THE EVENT ITSELF, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF SLOCALTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE TOTAL SERVICE CHARGES PAID BY YOU TO US FOR, AS APPLICABLE, YOUR MOST RECENT TICKET PURCHASE OR EVENT, AND SHALL NOT EXCEED THAT AMOUNT.

INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Us, Our shareholders, directors, officers, employees, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (i) the User Agreements and/or any breach by You thereof; (ii) Your use of the Site, including any data, content, or material transmitted or received by You; (iii) any unacceptable or objectionable use of the Site, as we determine in Our sole discretion; (iv) any negligent or willful misconduct by You; and (v) as otherwise provided in the User Agreements.

TERMINATION

We may terminate your right to access this Site at any time and without notice, in Our sole discretion.

INDEPENDENT CONTRACTORS

SLocalTix and You are and shall be independent contractors and neither party by virtue of the User Agreements shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other.

COMPLIANCE WITH LAWS

The sale or purchase of tickets to Events may be regulated by certain state, county and city laws or regulations. This Site is further subject to United States export controls. You acknowledge that complying with laws is Your responsibility, and You agree not to hold Us liable for Your failure to comply with any law or Our failure to notify You of any law.

INTERNATIONAL USERS

This Site is controlled, operated and administered by Us within the United States. We make no representation that materials on the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where the contents or products available through the Site are illegal is prohibited. If You access this Site from a location outside of the United States, You are responsible for compliance with all local laws and regulations.

GOVERNING LAW AND FORUM

The User Agreements are made in, and shall be governed by, the laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-law provisions. All actions, claims, or disputes arising under or relating to the User Agreements shall be brought in the federal or state courts of Philadelphia, Pennsylvania. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in Pennsylvania. You hereby irrevocably waive any and all objections which You may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Pennsylvania and to the venue of any such suit, action, or proceeding brought in any federal or state court in Philadelphia, Pennsylvania.

REMEDIES

In order to avoid irreparable injury to Us, in the event of any breach or threatened breach by You of the provisions of the User Agreements, We shall be entitled to an injunction and/or other equitable relief restraining such breach. Nothing in the User Agreements shall be construed as prohibiting Us from pursuing any other remedies available to Us for such breach or threatened breach, including the recovery of monetary damages from You. You understand and agree that in SLocalTix's sole discretion, and without prior notice, SLocalTix may terminate and block Your access to the Site or to its services.

SURVIVABILITY

The respective rights and obligations of the parties under the paragraphs titled "Representations and Warranties" (in the TOS and the Ticketing Services Agreement), "Disclaimer of Warranties," "Limitation of Liability," "Indemnification," and "Governing Law and Forum" and as otherwise provided in the User Agreements, shall survive any termination or expiration of the User Agreements.

INTEGRATION AND CONFLICTING TERMS

The User Agreements constitute the complete and exclusive statement and agreement between SLocalTix and You with respect to use of this Site and the User Agreements supersede any and all prior or contemporaneous communications, representations, statements, agreements, and understandings, whether in oral, written, or electronic form, between You and Us concerning the use of the Site and Our service. The terms of the TOS and, as applicable, the terms of the Purchasing Agreement and/or Ticketing Services Agreement shall be construed as consistent with each other whenever possible, but if such construction is unreasonable due to conflicting terms, the terms of the Purchasing Agreement and/or the Ticketing Services Agreement shall control.

NOTICE

Except as provided herein, all notices relating to the Site, Your use thereof, and/or the User Agreements sent by either party shall be deemed to be delivered when sent via e-mail to the other party's last known e-mail address.

WAIVER

No waiver of any term, provision or condition of the User Agreements, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition of the User Agreements, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition of the User Agreements. No waiver shall be binding unless executed in writing by the party making the waiver.

MODIFICATION AND AMENDMENT

We have the right, at any time and without notice, to add or modify the terms of the User Agreements. Your access to or use of the Site after the date such amended terms are added shall be deemed to constitute acceptance of such amended terms. No modification made by You shall be binding upon Us unless it is made in writing and signed by Us.

FORCE MAJEURE

If the performance of any part of the User Agreements by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused to the extent that it is prevented, hindered, or delayed by such causes.

SEVERABILITY

If any one or more of the provisions contained in the User Agreements shall for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding shall not affect the remaining provisions of the User Agreements, which shall be enforceable to the fullest extent permitted by law.

NO ASSIGNMENT OR DELEGATION

No rights, obligations, or duties under the User Agreements shall be assigned or delegated by You. Any such attempted assignment or delegation shall be void and of no effect.

SUCCESSORS AND ASSIGNS

Except as otherwise expressly provided in the User Agreements, the User Agreements shall inure to the benefit of and be binding upon both parties, their successors, assigns, heirs, executors, administrators, and legal representatives.

FURTHER ASSURANCES

You agree to execute and deliver any additional documents and instruments and perform any additional acts, in a reasonable period of time, that may be appropriate or necessary to perform and effectuate the provisions of the User Agreements.

HEADINGS AND ORDER

The headings and sequential order of the paragraphs and sections contained in the User Agreements are for convenience or reference only and shall have no substantive or procedural effects in construing the provisions of the User Agreements.

REFUNDS

(i) Individual Refunds. If a Patron desires to request a refund, the Patron must request the refund from the venue. If the venue desires to fulfill the request, venue can utilize the Services or contact SLocalTix to process the refund. SLocalTix will use commercially reasonable efforts to process refunds issued and requested to be issued by the venue in a timely manner after the venue authorizes the issuance of the refunds. SLocalTix has no responsibility to provide individual refunds which have not been authorized by the venue in accordance with this provision. In addition, SLocalTix will NOT issue any refund to a Patron unless and until sufficient funds for the refund have been received from the venue.

(ii) Canceled or Rescheduled Events. No payments shall be made to a venue from SLocalTix with respect to any Event that is cancelled (or for which the venue otherwise authorizes a refund). If an Event is canceled, a refund shall be issued to Patrons. Venue will be sent an invoice for all Fees due to SLocalTix for such Event. Upon payment of all such Fees, SLocalTix will issue a full refund to Patrons. If venue fails to submit payment to SLocalTix for its Fees in a timely manner, SLocalTix will process refunds for the canceled Event less all applicable Fees and venue shall thereafter be required to refund the Fees directly to Patrons and SLocalTix shall have no further liability or obligation. If an event is rescheduled, SLocalTix will use its sole discretion to determine whether it is considered a cancellation and therefore subject to the refund policy described in this section.