**Terms of Service**

The Blox Office, LLC (“The Blox Office”, “we”, “us” or the “Company”) offers TheBloxOffice.com (the “Website”) according to these Terms of Service (“Terms”). Our Privacy Policy and any other policies, rules, or guidelines that may be applicable to Website are hereby incorporated by reference into these Terms. By using or visiting the Website, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Website. The Blox Office and any of its parents and subsidiaries reserve the right to change these Terms at any time and without prior notice, effective immediately upon posting on the Website.

**Permitted and Prohibited Use**  
You agree that you are only authorized to visit, view and to retain a copy of pages of this Website for your own personal use, and you agree not to duplicate, download, publish, modify or otherwise distribute the material on this Website for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise, unless otherwise specifically authorized by The Blox Office to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorized by The Blox Office to do so. The content and software on this Website is the property of The Blox Office and/or its suppliers and is protected by U.S., Canadian and international copyright laws. We post a legal notice and various credits on pages of the Website, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits. These Terms give you a non-exclusive license to copy the Website for your own personal use only so long as you comply with all of the terms and conditions set forth herein. Any violation of these Terms exceeds the scope of that license.

No areas of this Website may be used by our visitors for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind. 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. We will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Website and barring such violators from use of the Website.

You do not have permission to access the Website in any way that violates, directly or indirectly, these Terms of Service. Illegal or unauthorized use of the Website includes, but is not limited to, using the Website to facilitate illegal ticket sales, unauthorized framing of or linking to the Website, or unauthorized use of any robot, spider or other automated process on the Website. It shall also be a violation of these Terms of Service: (a) for any individual (or group of individuals acting in concert) to request more than 1000 pages of the Website in any twenty-four hour period (hereafter referred to as “Abusive Use”); (b) for any individual (or group of individuals acting in concert) to reload or “refresh” transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three second interval; or (c) to use any passcode or promocode or password, regardless of whether or not such password or promocode or passcode is unique, to participate in a pre-sale or other offer on the Website if you are not the original recipient of such passcode or promocode or password (i.e., if you did not receive the passcode or promocode or password from The Blox Office, or from the fan club or other organization with whom The Blox Office is working to enable such pre-sale or offer) or if your participation in such pre-sale or other offer is inconsistent with such pre-sale’s or offer’s terms.

**Purchase Terms and Conditions**  
Please review the Purchase Terms and Conditions, which will govern your order or purchase of any tickets through the Website.

**Accuracy; Compliance with Laws; Authorizations**  
The purchase of tickets to entertainment events may be regulated by certain state, county and city laws or regulations. 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, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You may be asked to provide information during various processes that you engage in on the Website. You represent and warrant that all 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. You agree that you will only use credit cards belonging to you, friends or immediate family members who expressly authorize such use, for the purpose of purchasing tickets. You agree that you will only use credit cards belonging to you, friends or immediate family members who expressly authorize such use, for the purpose of transferring tickets. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol (“IP”) addresses or email addresses to use or to purchase tickets on the Website.

**User Content**  
From time to time, we may provide you with opportunities to contribute to the Website, which may include, but not be limited to, uploading your user profile, participating in chats, providing responses to questions pertaining to elements of upcoming events, voting for elements of upcoming events, using bulletin boards, and providing ratings and reviews. Anything that is contributed to the Website by you or other Website users will be referred to in these Terms as “User Content.” Such contributions do not necessarily represent the view or opinions of The Blox Office. The Blox Office cannot preview User Content before it appears. The Blox Office does not guarantee the accuracy, safety, completeness, or usefulness of any User Content, and does not adopt, endorse or accept responsibility for the accuracy or reliability of any User Content or any opinion, recommendation or advice expressed therein, and The Blox Office expressly disclaims any and all liability in connection with User Content.  
When using the Website, you may choose to read or otherwise be exposed to User Content. The Blox Office is not liable or responsible for the intellectual property rights of or relating to such User Content. You agree and acknowledge that such content may be inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against The Blox Office with respect thereto as described more fully below, and agree to indemnify and hold The Blox Office harmless to the fullest extent allowed by law regarding all matters relating to your use of the Website as described more fully below. Users can be held liable for any illegal or prohibited User Content they provide to the Website, including among other things, infringing, defamatory or offensive materials.

**Prohibited Content**  
“Prohibited Content” includes, but is not limited to, User Content that:

* Promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
* Could be harmful to minors;
* Harasses or advocates harassment of another person;
* Involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming;”
* Promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
* 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 manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
* Contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
* Displays pornographic or sexually explicit material of any kind;
* Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
* Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
* Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
* Engages in commercial activities without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
* Infringes The Blox Office’s or any third party’s copyright, patent, trademark, trade secret, rights of privacy or publicity or other proprietary or intellectual property rights of any nature.

**Offline Conduct**  
Although The Blox Office cannot monitor the conduct of users off the Website, it is also a violation of these Terms to use any information obtained from this Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any Website user without their prior explicit consent.

**Interference with the Website**  
You agree that you will not use any robot, spider or other automatic device, process or means to access the Website, purchase tickets on the Website or circumvent any security measures or systems used on the Website. You agree that you will not use any device, software or routine that interferes with the proper working of the Website nor shall you attempt to interfere with the proper working of the Website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or “refresh” transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three second interval. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from the Website without the prior, express written permission of The Blox Office.

**Suspected Violation; Injunctive, Equitable Relief, and Liquidated Damages**  
You understand and agree that in The Blox Office’s sole discretion, and without prior notice, The Blox Office may terminate and block your access to the Website or to The Blox Office’s other services, cancel your ticket order and/or tickets acquired through your ticket order, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts The Blox Office believes may be associated with you, cancel a ticket or ticket order associated with any person acting or believed to be acting in concert with you, remove any unauthorized User Content or exercise any other remedy available, if The Blox Office believes that your conduct or the conduct of any person with whom The Blox Office believes you act in concert, or the User Content you provide, or any resale of such tickets purchased through The Blox Office, violates or is inconsistent with these Terms or the law, or violates the rights of The Blox Office, a client of The Blox Office or another user of the Website. Violating any limitations or terms on the Website, including but not limited to utilizing automated means to process or place ticket orders or ordering a number of tickets that exceeds the stated limit will be deemed to be a violation of these Terms. If we are unable to verify or authenticate any information or tickets you provide during any registration, ordering, purchase, ticket posting, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your credit card or bank account information, your tickets may be canceled, we may refuse to honor all pending and future ticket purchases made on such credit card accounts and/or on any online accounts associated with such credit card accounts, and you may be prohibited from using the Website.

You agree that monetary damages may not provide a sufficient remedy to The Blox Office for violations of these Terms and you consent to injunctive or other equitable relief for such violations.

You agree that Abusive Use of the Website, as defined above, causes damage and harm to The Blox Office in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to Abusive Use of the Website. You further agree that monetary damages for Abusive Use of the Website are difficult to ascertain and that proof of monetary damages for Abusive Use would be costly and difficult to calculate. Accordingly you agree that liquidated damages are warranted for Abusive Use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1,000 pages of the Website in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents ($0.25) per page request each time that a page request is made after that first 1000 during that twenty-four hour period. You also agree that this will be the measure of damages for any Abusive Use that occurred prior to this provision of these Terms of Service being in effect.

The Blox Office is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these Terms or any of The Blox Office’s rights. For more information about how we handle copyright infringements on the Website, please see our Copyright Policy, below. Additionally, we reserve the right, in our sole discretion, to modify, suspend or discontinue any part of this Website at any time, with or without notice to you. We also reserve the right, in our sole discretion, to impose limits on certain features and services and to restrict access to any part or to all of the Website without notice to you. We shall not be liable to you or any third party for any claim or cause of action arising out of our exercise of the foregoing rights.

**Privacy Policy**  
These Terms are subject to the Privacy Policy, available at http://www.thebloxoffice.com/privacy/ which is hereby incorporated by reference.

**Data and Content Ownership**  
The Blox Office owns intellectual property rights to any protectable part of the Website, including but not limited to the design, artwork, functionality, and documentation. You may not copy, modify, or reverse engineer any part of the Service owned by the Company. You have a non-exclusive, limited, revocable license to visit and use the Website while you are in compliance with the Terms of Service, Purchase Terms and Conditions, and all other conditions and limitations described for use of the Website. Nothing in this license, or in the Website, shall be construed as granting you any other rights or privileges of any kind with respect to the Website or any content on the site.

Any documents, messages, graphics, images, files, data and other information User Content posted on the Website by you shall remain your sole and exclusive property. In order to operate the Website, The Blox Office needs the right to make certain uses of your publicly-posted User Content. Therefore, when you post User Content on the Website, you agree to grant The Blox Office (and its affiliates and sublicensees) an irrevocable, perpetual, worldwide, royalty-free, fully sublicenseable, non-exclusive license to copy, distribute, sell, publicly display, publicly perform and make derivative works of your User Content on the Website, on services affiliated with the Website and elsewhere (including but not limited to print, video, audio or computer media), regardless of the form of media used or of whether such media or services now exist or are developed in the future. By posting User Content to the Website, you hereby represent and warrant that you have the right to post that User Content and to grant the foregoing rights to The Blox Office (and its affiliates and sublicensees).

**Copyright/DMCA**  
We reserve the right to terminate the privileges of any user who uses this Website to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Website as an instrument of unlawful infringement, we will terminate the infringing users’ rights to use and/or access to this Website. We may, also in our sole discretion, decide to terminate a user’s rights to use or access to the Website prior to that time if we believe that an alleged infringement has occurred.

If you are a copyright owner or an agent of a copyright owner, and you believe that any content on this Website infringes your copyrights, we invite you to submit a notice that complies with the Digital Millennium Copyright Act (“DMCA”) by providing The Blox Office with the following information in writing:

* An identification of the copyrighted work or works you own that you claim have been infringed, and where on The Blox Office Website the materials you believe infringe your copyright are located, by URL;
* Information reasonably sufficient for The Blox Office to contact you, such as an address, telephone number, and/or email address;
* A statement that you have a good faith belief that the material complained of is not authorized by the copyright owner as it is used on the Website, or its agent, or the law, such as, for example, “I have a good faith belief that the listing [or listings] of copyrighted materials identified herein are being used on your Website in a way that is not authorized by the copyright owner, its agent, or the law;”
* A statement that the information in the notice is accurate, and that the complaining party is authorized to act on behalf of the owner of an exclusive right that you claim was infringed, provided under penalty of perjury such as, for example, “I swear, under penalty of perjury, that the information in this notice is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that I claim is infringed.”
* A physical or electronic signature by the copyright owner or his, her, or its agent.

Please send all DMCA complaint notices to attention: The Blox Office Copyright Agent, 2208 North Rockwell St, Chicago, IL 60647. Please send only DMCA notices in that manner.

You acknowledge that if you fail to comply with all of the requirements of these guidelines, your DMCA notice may not be valid.

Please investigate the facts surrounding your copyrights carefully before sending the DMCA notice. Pursuant to 17 U.S.C. §512(f) of the Copyright Act, any person who knowingly misrepresents that material or activity is infringing may be subject to liability. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against The Blox Office with respect to any DMCA notice you send, and you agree to indemnify and hold The Blox Office, and its members/owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters relating to your sending of a DMCA notice.

If User Content you supplied was removed by The Blox Office, The Blox Office will send an email to you which notifies you that the User Content has been removed. The Blox Office email will include the rights owner’s address or email address. If you believe that the User Content you provided was removed in error, The Blox Office suggests that you first try to contact the rights owner to resolve the matter. If the rights owner agrees that he, she or it made a mistake, have them email The Blox Office and The Blox Office will allow you to repost the User Content.

You also have the option of filing a DMCA Counter Notice with The Blox Office if you feel that your User Content was removed in error and you have not been able to come to an agreement with the rights owner. Such a Counter Notice must comply with the requirements of the DMCA. The Counter Notice is a legal document, and among other things, it requires you to certify under penalty of perjury that your listings are not infringing and were removed by mistake or misidentification. When you sign a Counter Notice under penalty of perjury, you will also have to consent to federal jurisdiction and service of process. The Counter Notice of Designation must include all of the following:

* Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
* A statement under penalty or perjury that you have the good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
* Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the Judicial District in which the address you provide is located, or if your address is outside the United States, for any judicial district in which The Blox Office may be found and that you will accept service of process from the person who provided the initial notice or an agent of that person; and
* A physical or electronic signature by you or your agent.

The DMCA Counter Notice should be sent to The Blox Office in the same manner as the DMCA Notice as described above.  
Once a valid DMCA Counter Notice has been submitted, The Blox Office will provide a copy of the Counter Notice to the reporting copyright owner, and will advise him or her that the listing will be reinstated after 10 business days if we do not hear from the reporting copyright owner that he or she has filed an action seeking a court order to restrain you from relisting the item or items. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against The Blox Office with respect to any DMCA Counter Notice you send, and you agree to indemnify and hold The Blox Office, and its members/owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters relating to your sending of a DMCA notice.

**Release, Waiver And Limitation on Liability**  
As a condition of access to the Website, you fully waive and release The Blox Office and The Blox Office members, stockholders, partners, affiliates, directors, officers, parents, subsidiaries, employees, agents, suppliers, licensees, and distributors from any and all claims, demands and damages of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of the Website, other users’ use of the Website, User Content posted on the Website, and any dispute you have or claim to have against The Blox Office and its affiliates or one or more users on the Website.

You acknowledge that you may have or may in the future have claims against The Blox Office which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1532 of the California Civil Code, which states:  
A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

**Disclaimers**  
THE BLOX OFFICE DOES NOT PROMISE THAT THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF THE WEBSITE OR ANY CONTENT, SEARCH OR LINK ON IT. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. THE BLOX OFFICE CANNOT ENSURE THAT ANY FILES YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE BLOX OFFICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALSO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BLOX OFFICE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, OR PUNITIVE AND CONSEQUENTIAL DAMAGES. THE BLOX OFFICE MAKES NO GUARANTEE OF THE AVAILABILITY OF ANY TICKETS OR OF ANY SPECIFIC RESULT FROM USE OF THIS WEBSITE OR USE OF THE BLOX OFFICE SERVICE.

THE BLOX OFFICE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS, THE BLOX OFFICE USERS, ADVERTISERS AND/OR SPONSORS ON THE WEBSITE, IN CONNECTION WITH THE BLOX OFFICE SERVICE OR OTHERWISE RELATED TO YOUR USE OF THE WEBSITE AND/OR THE BLOX OFFICE SERVICE.  
THE BLOX OFFICE IS NOT LIABLE FOR ANY LOST DATA RESULTING FROM THE OPERATION OF THE WEBSITE OR THE ENFORCEMENT OF THE TERMS.

THE BLOX OFFICE IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY VENUE, PERFORMER, PROMOTER OR OTHER THIRD PARTY IN CONNECTION WITH ANY ACTIVITY AT THE VENUE.

**Limitation on Liability**  
IN NO EVENT WILL THE BLOX OFFICE BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR TRAVEL EXPENSES, LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, EVEN IF THE BLOX OFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Disputes**  
If you have a dispute and your dispute involves an event (or a ticket for an event) that is located in the United States, then the dispute will be governed by the laws of the State of Illinois without regard to its conflict of law provisions and you consent to personal jurisdiction, and agree to bring all actions, exclusively in a state or federal court located in Cook County, Illinois. If you have a dispute regarding the Website but not regarding an event (and not regarding a ticket for an event), then the dispute will be governed by the laws of the State of Illinois without regard to its conflict of law provisions and you consent to personal jurisdiction, and agree to bring all actions, exclusively in a state and federal court located in Cook County, Illinois.

**Indemnity**  
You agree to indemnify and hold The Blox Office and its affiliates, and each of The Blox Office’s and its affiliates’ respective officers, agents, employees, contractors and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Website, including also your use of the Website to provide a link to another site or to upload content or other information to the Website.

**Contact Us**  
If you have any questions or concerns regarding anything contained in these Terms, please contact us by e-mail or regular mail at the following address:  
The Blox Office  
*Attn: Trust & Safety*  
2208 North Rockwell St  
Chicago, IL 60647