

THE VIEWTICKETS™ WEB SITE ("Site") - Terms and Conditions for use of the Site.

Please ensure that you read carefully through the following terms and conditions before using this Site.

1. Application and Termination

1.1 By accessing this Site you agree to be bound by these terms and conditions and all other applicable laws. If you do not agree to be bound by these terms and conditions then please do not use this Site.

1.2 These terms and conditions:

1.2.1 Apply to you upon your accessing this Site.

1.2.1 May be changed or terminated by ViewTickets™ without notice, for any reason and at any time. You agree that ViewTickets™ has no obligation to inform you of these changes and that it is your responsibility to establish whether the terms and conditions have been so changed. If you disagree with any changes then you must stop using this Site immediately.

1.3 The provisions in these terms and conditions relating to disclaimer, copyright, trademark, limitation of liability, indemnity, hypertext links, severance and law and jurisdiction shall survive any termination.

2. Disclaimer

2.1 This Site and the materials, products and services in this Site are provided on an "as is" and "as available" basis.

2.2 To the full extent permitted at law ViewTickets™ makes no (and expressly disclaims all) representations or warranties, express or implied in respect of this Site or its contents or the contents, advice and opinions of any Hypertext Link or third party contributor to this Site, including, but not limited to, implied warranties as to quality, accuracy, adequacy, usefulness, timeliness, reliability, merchantability and fitness for a particular purpose and non infringement of the contents of this Site or any goods or services purchased or obtained or any transactions entered into by you through this Site.

2.3 ViewTickets™ does not represent or warrant that the material or any of the functions contained in this Site or the contents of any hypertext link or any comments, advice or opinions by any third party contributor to this Site will be uninterrupted, accurate, complete or that current defects will be corrected, or that this Site or the server that makes the Site available are free of viruses or other harmful components.

3. Copyright

3.1 You agree that all copyright, trademarks and other intellectual property rights in the material or content of this Site shall remain at all times vested in ViewTickets™ or its licensors.

3.2 You agree that the content of this Site is made available for you in your personal capacity and for your personal use only, and not for any commercial use. You agree that you may only download the content of this Site onto one computer hard drive, but not for commercial use, and that any other use of the content of the Site is strictly prohibited.

3.3 You agree that you will neither solely or jointly with or on behalf of any other third party directly or indirectly copy, reproduce, transmit, distribute, publish, display, commercially exploit or create derivative works of the content of this Site.

3.4 You agree that you will not change in any way any proprietary notices from material downloaded from this Site by you for your non commercial personal use.

3.5 You agree that by the act of posting materials onto this Site you grant ViewTickets™ and any licensors an irrevocable, perpetual, royalty free worldwide licence to use the said materials in any manner which ViewTickets™ sees fit. The licence will include broadcasting, editing, copying, distributing and otherwise transmitting the material.

4. Trademarks

The trademarks and logos and service marks used and displayed on this Site are, unless otherwise specified, the trademarks of ViewTickets™. No rights are granted to use any of them without the written permission of ViewTickets™.

5. Limitation of Liability

5.1 With the exception of death or personal injury resulting from the negligence of ViewTickets™ and to the fullest extent permitted by law you agree that ViewTickets™ shall not be liable in negligence, contract, tort, statutory duty or in any other way for any of the following:

5.1.1 Any loss or damage caused of whatever nature arising directly or indirectly from or in any way related with the Site, or

5.1.2 Your reliance or use of any information or material obtained either directly or indirectly from the use of this Site, or

5.1.3 Any purchases or orders that you make for goods and/or services either indirectly or directly through this Site, including any damage for loss of profits or loss of business without limitation, or

5.1.4 Any other consequential or pecuniary loss in any way related to the use of this Site.

5.2 Condition 5.1 shall apply even if ViewTickets™ have been advised of the possibility of such loss or damage.

5.3 You acknowledge that any dealings, bookings or purchases of goods or services made with a third party by you through this Site shall be subject to the terms and conditions of that third party and that ViewTickets™ will not be a party to or in any way responsible for or liable to you in respect of any transactions between you and that third party.

5.4 You agree that it is your sole responsibility to evaluate any goods or services offered by this Site or by any third parties via this Site.

5.5 ViewTickets™ is unable and therefore does not make any representations or warranties as to the security of information that you pass to any third parties as a result of using this Site either directly or indirectly.

5.6 You acknowledge that ViewTickets™ has no control over the information which can be accessed by this Site or which can be accessed by any other web site which you access as a result of using this Site.

5.7 You acknowledge that ViewTickets™ does not know or examine the use to which you or other users put this Site or the nature of the information you or other users are sending or uploading.

5.8 ViewTickets™ therefore excludes all liability of whatever kind and to the fullest extent permitted by law (this includes libel, breach of confidence, invasion of privacy, negligence and all intellectual property infringements) for the transmission or reception of information which can be accessed by this Site of whatever nature by about or to you.

6. Notice

6.1 ViewTickets™ may serve notice upon you by any of the following means:

6.1.1 Electronic mail

6.1.2 A general notice on the Site

6.1.3 Notice in writing delivered by first class mail to the address which you have provided for us.

7. Hypertext Links

7.1 ViewTickets™ may provide a link from its own Site to other web sites. Furthermore ViewTickets™ may direct electronic mails to persons chosen by you, however you agree that ViewTickets™ has no control over these Electronic mails or Hypertext Links (or any other third party link) and that you use these links or forwarding mechanisms entirely at your own risk.

7.2 You agree that ViewTickets™ has no responsibility or liability for the content or any policies of any Hypertext Links (or any other third party link) as mentioned in 7.1 above.

8. Use of the Site

If this Site contains bulletin boards, chat rooms, or other message or communication facilities (collectively "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following:

8.1 Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

8.2 Publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information.

8.3 Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights there to or have received all necessary consents.

8.4 Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

8.5 Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.

8.6 Falsify the origin or source of software or other material contained in a file that is uploaded.

8.7 Advertise or offer to sell any goods or services or conduct or forward surveys, contests, or chain letters.

8.8 Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner. You acknowledge that all Forums are public and not private communications. Further, you acknowledge that chats, postings, conferences, and other communications by other users are not endorsed by ViewTickets™, and such communications shall not be considered reviewed, screened, or approved by ViewTickets™. ViewTickets™ reserves the right for any reason to remove without notice any contents of the Forums received from users, including without limitation bulletin board postings.

ViewTickets™ reserves the right to deny in its sole discretion any user access to this Site or any portion thereof without notice.

9. Indemnity

You agree to keep ViewTickets™ indemnified against all actions, claims, costs, expenses (including all legal costs) and damages brought against or suffered by ViewTickets™ arising out of any breach of these terms and conditions or any activity relating to your use of the Site (including negligent or wrongful conduct) by you or any other person accessing the Site using your name or any other name with which you have registered under this Site.

10. Persons under the age of 18

10.1 If you are under 18 years of age you agree that you have had your parents permission to send any information to us about yourself or anyone else over the internet.

10.2 ViewTickets™ make no representations or warranties to the effect that the contents of this Site are suitable for people under the age of 18.

11. Severance

If any of these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law such provision shall to the extent required be severed from the terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or the validity or enforcement of these terms and conditions.

12. Law and Jurisdiction

These terms and conditions shall be governed by and construed in all respects in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with these terms and conditions provided that ViewTickets™ has the right at its sole discretion to commence and pursue proceedings in any other jurisdiction or jurisdictions whether concurrently or not.