



Buyer Terms & Conditions

Contents

General Terms	2
Indexic Services and Relationship to Sellers	2
Purchasing Tickets	2
Texting Opt-In.....	3
Security	3
Purchasing Terms & Conditions	3
Buyer's Responsibilities.....	3
Refunds & Cancellations.....	4
Exchange of Tickets by Buyer.....	4
Tickets without Reservations.....	4
Combination Tickets	4
Independent Contractors	4
Service Fee	5
Seller's Misconduct	5
Disclaimer of Warranty	5
Limitation of Liability	5
Indemnity	5
Dispute Resolution	6
Agreement / Assignment	6
Severability.....	6
Waiver.....	6
Correspondence.....	6

General Terms

This Buyer Terms and Conditions (“Buyer Terms”) describes the terms and conditions under which Indexic Inc. (“Indexic”) permits your use of its website, www.indexic.net, (the “Site”) and Indexic’s e-commerce module and other services (the “Services”) as a Buyer (defined below). Use of the Site and the Services is also governed by Indexic’s policies and guidelines which are incorporated into these Buyer Terms by reference, including without limitation the Site’s Privacy Statement.

By visiting the Site or using the Services, you agree to be bound by the Buyer Terms and any additional terms included within the Site. If you do not wish to be bound by the Buyer Terms or the additional terms, you are not authorized to access the Site or use the Services and should not continue to visit or use the Site or Services. Indexic reserves the right to change or amend the Buyer Terms without notice, and your use of the Site or Services (including, but not limited to, purchase of Event tickets) subsequent to those amendments indicates your consent to and agreement to be bound by the amended terms.

Indexic Services and Relationship to Sellers

Indexic provides an e-commerce link to event hosts (“Sellers”), giving Sellers the ability to sell tickets to Seller’s activities and events (the “Events”) to potential customers (“Buyers”) via the Internet. As such, Indexic merely acts as a facilitator between the Buyer and Seller so that Event tickets can be purchased online.

Indexic has no other relationship with the Seller and does not have any control over Seller’s Events, pricing, policies, or the ability to deliver the Event being sold. Indexic does not guarantee that an Event will actually take place. Indexic does not take any responsibility for information, graphics, videos, banners, etc. found on Seller’s website or placed by Seller in Event Book, and will not be held liable if Buyer finds anything at the Event, on Seller’s website or in Seller’s Event Book entry as offensive, inaccurate or fraudulent. Indexic does not warrant the performance of the Event as described by Seller and is not liable for Seller’s description of the Event or performance thereof.

Purchasing Tickets

Purchasing tickets using Indexic’s services is easy. A Buyer visits a Seller’s website and clicks on the Seller’s *Book Now Button* to see available dates for an Event. The Buyer clicks on a specific day and enters the number of tickets required by ticket type. The buyer clicks *GET TIMES* and a list of available times will display. Buyer selects the desired time and clicks *CONTINUE*. The reservation holder screen will be displayed and the Buyer will fill in the required fields. When completed, the Buyer clicks the *ADD RESERVATION TO CART* button. If there are no other Events to be reserved, the Buyer clicks the *CHECK OUT* button and continues the purchase by entering in Buyer’s credit card information. Upon completion of this task, the Buyer clicks the “Purchase” button and the tickets are purchased. A confirmation email is mailed to the Buyer detailing the transaction which includes a reservation number. The Buyer can bring a copy of this email (either a paper copy or electronic copy stored on a mobile device) to the Event as a ticket.

When a Buyer uses Indexic's Services to purchase a ticket, the Buyer warrants that the Buyer will make payment for that ticket and authorizes Indexic to charge Buyer's credit card for the ticket price plus any applicable service, shipping and handling fees. By so using the Services, Buyers agree (for themselves and on behalf of any other Event attendees) to be bound by this Agreement and the policies of Indexic as outlined in these Buyer Terms.

Texting Opt-In

On Indexic's Site and Services, you may have the selection to opt into receiving updates by text. Opting in gives permission for the Seller to send updates on your reservation status through Indexic's Site and Services. Messaging and Data rates may apply. You can opt out by replying STOP. Other options are START to restart or HELP for information on how to stop and start texting. Your messaging preferences are specific to the seller and is not shared with any other sellers using Indexic's Site or Services.

Security

Indexic carefully protects Buyers' credit card information. All information entered is protected by industry standard Secure Socket Layer format (SSL), which protects information from third-party intrusion by encrypting all information entered. Indexic meets industry standards in protecting Buyer's personal information once we receive it. However, regardless of how robust its security measures, Indexic cannot guarantee that an uninvited third party will not penetrate the security system and have the opportunity to view your information. Indexic does not, however, store credit card information in its database and, therefore, such information cannot be accessed by any unauthorized party at our facility. The only personal information Indexic keeps in its database is the Buyer's name, address, and information relating to the Events purchased.

Purchasing Terms & Conditions

All purchases are made in U.S. Dollars and pricing is per person, unless stated otherwise. Indexic accepts Visa, Mastercard, and Discover for payment.

Sellers may offer special discounts and promotions for Events. These discounts and promotions are at the sole discretion of the Seller and all rules and limitations for these special discounts and promotions are established by the Seller without involvement by Indexic. All discount and promotion codes need to be entered during the check out process prior to submitting the ticket reservation for processing or the promotion codes will not be incorporated into the transaction and you will not receive the discount or promotion.

Buyer's Responsibilities

The Buyer agrees to supply accurate information when purchasing tickets via Indexic's Services. Such information shall include a valid name, address, contact number and credit card information. Buyer is also responsible for providing a valid, operational email address and for ensuring that Indexic emails are accepted and not designated as spam, as well as checking the email address for notifications from

Indexic. Buyer agrees he or she will not hold Indexic responsible for missed emails due to malfunctions in Buyer's email server, incorrect email settings or failure to check the email account provided. Indexic is not liable for any damages due to these occurrences.

Refunds & Cancellations

Each Seller has its own refund and cancellation policies. Indexic is not responsible for these refund and cancellation policies, and the Buyer is subject to the Seller's policies. Indexic will not refund payments to a Buyer for any reason unless directed to by the Seller. Indexic will not refund its service charges to the Buyer, even if a refund of the ticket price is authorized by the Seller. Buyer will not hold Indexic liable for any damages incurred due to a non-refunded ticket, cancellation or rescheduling of an Event.

Exchange of Tickets by Buyer

In general, Buyers will not be able to exchange or reschedule tickets purchased through Indexic. If a Buyer purchases tickets for an Event and then cannot attend or seeks to attend at a different time or day, Buyer may contact the Seller directly to request an exchange or refund. Exchanges are subject to the Seller's policies. Indexic is not responsible for the Seller's policy concerning exchanging of tickets, and cannot be held liable for any damages incurred by the Buyer due to non-exchange of tickets for an Event.

Tickets without Reservations

In some cases, tickets may be purchased by Buyers for an Event without a specified date or time for attending the Event (such as a ticket for a house tour). When a Buyer purchases a ticket of this type, Indexic will comply with the Seller's policies regarding these types of tickets. Buyer is responsible for checking the Seller's website or promotional materials for specific instructions and for complying with those instructions. Indexic is not responsible for Seller's policy regarding tickets without a reservation and cannot be held liable for any damages incurred by the Buyer for the Buyer's non-compliance with the Seller's policy.

Combination Tickets

Combination tickets relate to tickets to a group of Events offered by multiple Sellers. Each Seller involved in the combination ticket may have its own policies regarding cancellations, rescheduling and refunds. It is the Buyer's responsibility to comply with these policies. Such policies may differ for each Seller involved with the combination ticket. Indexic is not responsible for these Seller's policies and will not be held liable for any loss or damages incurred by Buyer because of their non-compliance with the policies of each Seller.

Independent Contractors

Indexic and Buyers are independent contractors, and no other relationship besides that of independent contractors is implied or created by this Buyer Terms agreement.

Service Fee

Each ticket purchased through Indexic's Services will have a non-refundable service fee that shall be charged to the Buyer during the check out process. For combination tickets, a service fee is accessed for each ticket purchased in the combination ticket package. Once tickets are purchased, service fees are not refundable to the Buyer for any reason.

Seller's Misconduct

Buyer agrees that Indexic will not be held responsible or liable for any unlawful, tortious or other harmful conduct of Sellers. If Buyer believes Buyer has been subject to such conduct, Buyer should alert Indexic and seek remedy directly from the Sellers. Indexic will not be held responsible or liable for any conduct of the Seller.

Disclaimer of Warranty

OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INDEXIC (INCLUDING ITS OWNERS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS) OFFERS THE SERVICES AND THE SITE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION EXPRESSED, IMPLIED OR STATUTORY; AND DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability

INDEXIC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF INCOME, PROFITS OR GOODWILL), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE), ARISING OUT OF THIS AGREEMENT, THE SERVICES OR THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL INDEXIC BE LIABLE TO BUYER OR ANY PERSON OR ENTITY CLAIMING BY OR THROUGH BUYER, REGARDLESS OF THE THEORY OF LIABILITY, AND WITH RESPECT TO ALL SUCH CLAIMS, FOR AN AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE AMOUNT BUYER HAS PAID TO INDEXIC FOR THE SERVICES RECEIVED.

Indemnity

Buyer agrees to indemnify, defend and hold Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Buyer's use of the Site or the Services; and Buyer agrees to advance expenses and fees, including reasonable attorney's fees, to Indexic upon demand in the event Indexic is made a party to or threatened to be made a party to any action, suit, arbitration or other proceeding by any party due to or arising out of Buyer's use of the Site or the Services.

Dispute Resolution

These Buyer Terms shall be interpreted in accordance with the laws of the state of South Carolina, exclusive of its conflict of laws provisions. Any dispute or claim arising out of, or in connection with, these Buyer Terms shall be finally settled in the Magistrate Courts of Charleston County, South Carolina. In the event that the jurisdictional requirements are not satisfied for appearance before the Magistrate Courts of Charleston County, any such dispute or claim shall be deemed to concern interstate commerce and shall be resolved by binding arbitration in Charleston, South Carolina and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of South Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction in Buyer's state of residence. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party.

Agreement / Assignment

These Buyer Terms (including any other terms incorporated herein by reference) constitute the entire agreement between Buyer and Indexic. Any other agreement, either written or oral, is deemed null and void with the execution of the Buyer Terms. Buyer may not transfer or assign Buyer's rights or obligations hereunder to another party without the written consent of Indexic. Indexic is not obligated to allow this assignment and may refuse based upon its sole discretion.

Severability

If any provision or portion of this Buyer Terms is determined to be invalid under any statute or rule of law, it is to that extent deemed to be omitted, and the balance of the agreement shall remain enforceable.

Waiver

The failure of Indexic to fully exercise any right or the waiver by Indexic of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this agreement.

Correspondence

All correspondence between Indexic and Buyer shall be executed via email. Initial emails to Indexic shall be sent via the "Contact Us" link on Indexic's website and responses to the Buyer shall be sent to the email provided on the "Contact Us form".