

# Policies for events Outside the USA & Canada

## Terms and Conditions

### General

1. Welcome to the website [www.doctorticket.com](http://www.doctorticket.com) (hereinafter: the "**Website**").

This website (Doctorticket.com) is owned and operated by Magnabeta Holdings Ltd.. (the "Company"). The company's contact details are as detailed in the Contact Us section of the

Site. The Site owned, operated and managed by the Company.

2. The use of the Website and/or purchases on the Website are subject to the Terms and Conditions herein which will unconditionally apply to any user of the Website (hereinafter: the "**User**"). Any User must carefully read these Terms and Conditions upon entering the Website. By accessing this Website and/or using any of the services herein, including but not limited to, viewing any of its content or purchasing any ticket or merchandise, or utilization of any resources, information, content, materials and results or output derived from such services or products on the Website, you expressly agree to be bound by these Terms and Conditions.

Accordingly, if you do not agree to any of these Terms and Conditions herein you are not authorized to use the Website.

3. This Website is intended for private, personal use by Users only. Any other use or attempt to use this Website, or any of the services provided through this Website for commercial purposes (including the purchase of tickets for the purpose of resale), directly or indirectly, by you or by a third party is strictly prohibited. If the Website determines that a User is purchasing an irregularly large number of tickets to an event or multiple events, the Website may presume that the User is purchasing such tickets for resale purposes and at the Website's sole determination, the Website may cancel such User's order(s) and restrict his access to this Website.
4. The Website reserves the right to modify and update these Terms and Conditions from time to time without any prior notice. Any such update or modification shall have immediate effect and shall apply to

the User. Accordingly, we encourage our Users to regularly check these Terms and Conditions for changes.

5. The Website is entitled at any time and without prior notice, to stop or suspend the operation of the Website, partially or in whole, or to amend or change the content or nature of the Website.
6. The section headings in the Terms and Conditions herein are for convenience only and may not be used to interpret these Terms and Conditions in any form or manner.
7. These Terms and Conditions are designed for both men and women and are phrased in masculine terms for convenience only.

### **Purchasing on the Website**

8. By placing an order on the Website, the User hereby declares he is an adult, as that term is defined in law, and is entitled to enter into binding legal actions under any applicable law. If the User is a minor as defined in the applicable law, then he may not carry out legal actions without permission from a parent or guardian. In such case the User's use of the Website will be considered as being made with his guardian's/parent's consent.
9. If the User is a corporation, the person enrolling on behalf of the corporation hereby declares and confirms he is authorized to act on behalf of the corporation and his actions on the Website and with it will bind the corporation for any matter or thing.
10. A User who places an order on the Website (hereinafter: the "**Purchaser**") undertakes to submit his true and accurate details, as requested by the Website. The Purchaser shall not submit details of any third party. The details submitted by the Purchaser, as well as the transaction information listed on the Website and/or by any of its employees and/or any of its directors and/or any of its owners and/or any third party on behalf of the Website (hereinafter collectively referred as: "**Anyone on its behalf**") shall serve as conclusive evidence of the accuracy of the Purchase and the actions on the Website.

### **Purchaser Identity:**

11. When placing an order, the Purchaser may be required to provide details of his identification and/or identification documents, such as details and/or copy of his driving license, passport, credit card, etc, all as shall be determined by the Website. Verification of identity is

required, inter alia, to protect the Website and/or its Users. Purchaser undertakes to provide the Website with details and/or documents as required by the Website. Providing such identification document and/or details is mandatory and failure of the Purchaser to provide them shall entitle the Website to cancel the Purchaser's order without any notice. Purchaser agrees that he does not and will not have any claim or demand towards the Website or Anyone on its behalf with regards to such cancelation.

**Prices:**

12. As the tickets sold on the Website are sold via a secondary market, in many instances, such tickets shall be sold for a price higher than the "Face value" specified on the ticket. The prices stated are exclusive of taxes, and any tax which may apply will be paid by the Purchaser. The Website endeavors to ensure that the prices quoted on the Website are true and accurate. However, if - after an order has been placed, it transpires that a price quote is, for any reason, inaccurate and that the actual and correct price is higher, then the Website shall update the Purchase in accordance with the actual and correct price and allow the Purchaser either to cancel the order or to pay the correct price.

**Order Finality:**

13. Orders on the Website are final. No changes and/or cancellations and/or refunds by the Purchaser shall be possible following submission of an order. In order to remove doubt, it is clarified that cancelation and/or changes and/or refunds following the supply of tickets is not possible, for any reason, inter alia, in case of loss and/or damage and/or theft and/or destruction etc. If an event is postponed and/or rescheduled and/or changed to another venue, for any reason, no refund or cancelation will be allowed, and the tickets will be applicable for the new date and/or venue. If an event is cancelled, the Purchaser should contact the Website in order to receive a refund, subject to returning the delivered tickets to the Website. Handling fees and delivery fees are non-refundable for any reason. Refunds shall be made in the original currency in which the purchase was made. The Purchaser shall be responsible for any currency conversion differentials that may apply.

14. Without derogating from the abovementioned, completion of the order will not guarantee that the tickets that the Purchaser has selected will

be available at the price quoted and/or in the quantity ordered. In such case, the Website, at its sole determination, shall have the right to cancel such order. In addition, if equivalent tickets or better tickets (hereinafter: "**New Tickets**") are available the Website may, at the Website's discretion, update and complete the order with the New Tickets at no extra cost.

However, if there are downgraded tickets, the Website may offer the Purchaser such downgraded tickets and the Purchaser will be refunded for the price difference, if any difference applies. If the order is canceled by the Website and payment has already been made, the Purchaser will be refunded.

15. In most cases, tickets are only sold by seating categories and the Website does not guarantee a specific location. The Purchaser agrees that in any event in which there is not a seating plan and/or a stadium's map on the Website, the tickets categories will be determined by the Website, at its sole discretion. The Website reserves the right to upgrade, at the Website's sole discretion, the Purchaser's seating location at no extra cost.
16. By submitting an order the Purchaser expressly acknowledges and confirms that if the Website, for any reason, including but not limited to the Website's negligence, supplies him with downgraded tickets, including for a downgraded category, the sole and exclusive compensation to which the Purchaser shall be entitled, shall be equal to the difference between the price of the ordered tickets and the tickets which are actually supplied. This shall be the sole and exclusive compensation and/or remedy for the Purchaser with regards to such order, including but not limited to, all expenses and/or mental anguish, allegedly caused to the Purchaser with regards to such order.

**Payments:**

17. Payment on the Website is possible via credit card. For any question or information with regards to payment, Purchaser may contact the Website customer service at [info@doctorticket.com](mailto:info@doctorticket.com). The Website may charge or confirm the Purchaser's credit card before ticket availability confirmation and if the order is canceled by the Website, the Purchaser will be refunded.

**Ticket Delivery:**

18. Tickets will be delivered up to 24 hours before the event to the Purchaser in accordance with the delivery method he has selected upon purchase (delivery to a hotel, apartment, etc). If the Purchaser has elected to receive the tickets via the postal service, the tickets will be sent only to the billing address of the payment method used for the purchase. Upon receiving the tickets recipient's signature may be required. Should the Purchaser elect to have the tickets sent to a hotel, the Purchaser must provide the Website with the Purchaser's name as it appears at the hotel reservations, the check-in date and the full name and address of the hotel. A Purchaser, who is scheduled to arrive at his hotel on the actual date of the event, shall inform the hotel in advance that he is expecting to receive an envelope prior to the check in date. Supply of the tickets to the hotel or by mail to the chosen address will be considered as delivery and the Website shall be deemed to have supplied the tickets. The Website is not responsible for the hotel's and/or any third party's acts or omissions of any kind. In purchases for certain events, including, *inter alia*, off-season professional sporting events, music shows, Las Vegas events and similar, the ticket delivery date is only estimated. Expedited shipment will not guarantee immediate shipment. Purchaser may contact the Website at [info@doctorticket.com](mailto:info@doctorticket.com) for information regarding delivery date and/or estimated delivery date. For certain events, tickets will be delivered as "Electronic Tickets" via e-mail and/or similar means. Purchaser undertakes not to copy and/or make any illicit use of the Electronic Tickets and if Purchaser makes any illicit use of the Electronic Tickets, such behavior will be considered, *inter alia*, a grave and fundamental breach of these Terms and Conditions.

### **Behavior at the event**

19. Purchaser agrees and undertakes to behave properly and to comply with all rules and policies at the event venue. Purchaser shall bear all costs including citations and/or any legal cost relating to his behavior.

### **Special terms for Football in Europe:**

20. Purchaser may be required to return the tickets supplied to the Website and/or anyone on its behalf at the end of the game. In such a case, Purchaser will receive, together with the tickets, a notification regarding the duty to return the tickets as well as an explanation as to how to perform the return. A purchaser who does not return the tickets

within 24 hours commencing from the time detailed in such notification, shall be charged with a fine to be determined by the Website at its sole discretion, but in any event, not more than €500. The Website may debit the fine to Purchaser's credit card. The Purchaser agrees to such charge and declares he does not have and will not have any claim or demand towards the Website and/or Anyone on its behalf in this regard.

### **Force Majeure:**

21. The Website shall not be liable should it fail to fulfill its obligations, *inter alia*, by failing to deliver the tickets on time and/or for the postponement of an event and/or order cancelation, in connection with Force Majeure as defined hereunder. For this purpose "Force Majeure" shall mean: fire, nature disaster (earthquake, blizzard, flood etc.) accident, strike, employee dispute, riots, national state of emergency, terror acts, war, any municipal and/or governmental ordinance and/or law, as well acts and omissions of any third party and/or any circumstances not in the control of the Website.

### **Electronic Communications:**

22. By purchasing tickets on the Website, the Purchaser agree to receive electronic communications from the Website regarding the purchase he is making or regarding an event for which he has purchased tickets and/or email notices or advertisements in the future about events, products or services that may be of interest to the Purchaser.

### **Intellectual property:**

23. Full ownership of the Website, *inter alia*, intellectual property on the Website and its content is and shall continue to belong to the Website and/or anyone on its behalf, including but not only, copyright to all text, materials, applications, graphic design, codes, pictures, video and audio material, trademarks and auxiliary material contained therein (hereinafter: "**Content**"), belonging to the Website and the Content is protected, *inter alia*, by national and international legislation. Use of the Website and the Content is made "as is" and at User's sole risk.

24. It is strictly forbidden to use the Website and/or its Content, all or part thereof, for commercial purposes. Website Content, all or part thereof, may not be used to copy, correct, transcribe, broadcast, perform, advertise, transfer, sale or distribution in any way by the User without

prior written permission from the Website, which shall be given on a case by case basis.

25. The Website does not provide, in an expressed or implied way, by power of estoppels or by any other way, a license or right to use the trademarks or any intellectual property on the Website without prior written permission from the Website, which shall be given on a case by case basis.

**Breach of Terms and Conditions:**

26. If the Website has reason to suspect that a User has breached any provision of these Terms and Conditions, the Website will be allowed at its discretion and without prior notice, to take one or more of the following actions:

To block the User's access to the Website;

To cancel the User's purchases on the Website;

To claim from and/or sue the User for any remedy to which the Website is entitled, including reparations and/or injunctions.

27. Breach of any of the provision contained herein shall entitle the Website, without derogating from any of its rights, to cancel such User's purchase on the Website. In such a case the User will have no right to receive any refund from the Website.

28. The Website may deliver to third parties any and all information about the User in accordance with and subject to, any applicable law.

**Limited liability**

29. User agrees that it is his responsibility to check and evaluate the Website and its Content, and that the responsibility for any risk that may occur due to the use of the Website, in whole or in part, includes, *inter alia*, any decision that the User may take based on the accuracy, the completeness, the credibility or usability of the Content, rests with the User. Without derogating from the aforesaid, it is hereby made clear that the Website will not be liable for any damage and/or loss and/or expense, of any kind, in connection with and/or resulting from using the Website and/or the Content.

30. The Website does not guarantee that the Website and its Content will include all relevant information, or that such information will be accurate

and up to date, and the Website gives no guarantees and/or representation as to the information displayed.

31. NEITHER THE WEBSITE NOR ANYONE ON ITS BEHALF, AS DEFINED ABOVE, REPRESENT OR WARRANT THAT THE USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THIS WEBSITE. THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OTHER THAN THOSE IN THIS TERMS OF USE DOCUMENTATION, OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DISCLAIMERS CONTAINED IN THIS TERMS AND CONDITIONS APPLY TO ANY DAMAGES OF ANY KIND OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION
32. IN NO EVENT WILL THE WEBSITE AND/OR ANY ONE ON ITS BEHALF, AS DEFINED ABOVE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE.
33. BY ACCESING THE WEBSITE AND USING THE WEBSITE AND ITS SERVICES, THE USER EXEMPTS THE WEBSITE AND/OR ANYONE ON ITS BEHALF, AS DEFINED ABOVE, FROM ANY LIABILITY FOR ANY DAMAGE AND/OR INJURY, OF ANY KIND, WITH CONNECTION TO THE USE OF THE WEBSITE AND/OR THE TICKETS PURCHASED ON THE WEBSITE. WITHOUT DEROGATING



FROM THE AFORMENTIONED, ANY LIABILITY THAT THE WEBSITE AND/OR ANYONE ON ITS BEHALF MAY HAVE TO THE USER UNDER ANY CIRCUMSTANCES WILL BE LIMITED TO THE GREATER OF (A) THE TOTAL AMOUNT EXPENDED BY THE USER WITH THE WEBSITE DURING THE TRANSACTION GIVING RISE TO THE CLAIM; OR (B) €100.

### **Links to Other Websites**

34. The Website may provide links, hyper-links or banners to other websites whose reliability or legality is not checked or supervised by the Website, and anything relating to their security and privacy protection policy. Therefore, the Website and/or anyone on its behalf will not bear any liability of any type in anything relating to such websites including with regards to intellectual property rights or any other third party right, for the content published on the websites or on any other website linked to this Website.
35. The Website and/or anyone acting on its behalf will not be liable for use made by the Users of links to the Website or on other websites, and the User undertakes to obey and uphold the instructions and conditions of said websites and to engage directly with the suppliers of said websites or pages for anything relating to the issues that arise due to logging on, scrolling or using them.

### **Indemnification**

36. The User undertakes, at his expense, to indemnify, defend, settle, and hold harmless the Website and/or Anyone on its behalf, from and against all claims and expenses, including attorneys' fees, arising out of the User's use of this Website, including but not limited to any use of this Website that is not authorized by these Terms and Conditions.

### **Privacy protection policy**

37. The Website respects the privacy of its Users. The Privacy protection policy hereunder applies to the information that the Website is allowed to collect, as well as the way and means such information is collected and used. This Policy shall also guide the Users how to act if they do not want their personal information to be collected or delivered to third parties with connection to their Use of the Website.
38. The Website is permitted to manage a database and process any information about Users and/or Customers (e.g. name, address,

telephone number, e-mail address etc.) (Hereinafter: "**Personal Information**") that reaches it by use of the Website and/or provided by the Users. The Website undertakes that if it will have such database, its usage and management thereof will be made in connection with its business operation.

39. If a User (provided he is not a Purchaser) is not willing for his Personal Information to be collected, saved, stored or processed in any of the manners described above, he must refrain from providing his Personal Details to the Website.
40. It is hereby clarified that the provision of information by a person who is not yet 18 years old, requires the consent of his parent or guardian.
41. A User who wishes to contact the Website may do so, by a telephone call to + 34 - 93 - 1776096 or by e-mail to [info@doctorticket.com](mailto:info@doctorticket.com).
42. The Website will use the Personal Information as required in the process of handling the User purchases and/or in connection to it. The Website will not transfer Personal Information to any third party unless required in executing such User's purchases (for example, a third party which is handling the shipment) and/or as required by law. Beyond said use, the Website undertakes not to disclose and/or use said information without the User's permission unless required by law or to prevent misuse.
43. The Website will not bear any liability whatsoever in the event that a User transfers or informs the Website or any third party, whether through the Website services and/or content and/or in any other way, the Personal Information of another person (including without derogating: name, address, e-mail, phone number etc.) without the User first obtaining such other person's consent. In said case, said notification will be at the User's sole responsibility.
44. The Website adopts industry standard precautions to maintain information confidentiality as far as is possible. Any transfer of a credit card number from the website is carried out according to industry standard. However, under certain circumstances, it is possible that third parties may unlawfully intercept or access, *inter alia*, in cases that are not under the Website's control and/or resulting from force majeure, and may abuse or misuse a User's information that is collected from the Website. Accordingly, although the Website uses industry standard practices to protect its User's privacy, the Website does not promise,

and Customers should not assume, that their personal identification information or private communications will always remain private. The Website will not be liable for any damages of any kind, direct or indirect, incurred by the User and/or on his behalf, should said information be lost or any unauthorized use made of it.

**Applicable Law and jurisdiction:**

45. The parties agree that the laws of Cyprus, without regard to its conflict of law provisions, shall apply to these Terms and Conditions and the parties agree to submit themselves to the exclusive jurisdiction of the authorized courts in Cyprus.
46. Any dispute and/or claim which may arise with connection to the Website as well as any breach of these Terms and Conditions will be handled by the applicable court in Cyprus.

**Newsletters, updates and commercials:**

47. The Website may send the User e-mails in connection to the Website to the User's e-mail address as submitted in the course of the purchase or use of the Website, including, *inter alia*, e-mail confirmation regarding the purchase details, an e-mail reminder for the event, and customer surveys following the event. A User who makes a purchase on the Website consents to the Website adding him to the Newsletter list for information regarding upcoming events and any other advertising information. A User who does not wish to receive such newsletters may opt-out and remove his details from the list by pressing the "unsubscribe" button on the e-mail sent from the Website.

**Miscellaneous**

48. The Website's records, including computer entries regarding actions taken through the Website will constitute conclusive evidence of said actions, their sums and dates, and the User may not make claims against them and acknowledges in advance the accuracy and truth thereof.
49. The failure of the Website at any time to require performance by the User of any provision of these Terms and Conditions shall in no way affect the Website's right to enforce such provision, nor shall the waiver by the Website of any breach of any provision of these Terms and Conditions be taken or held to be a waiver of any further breach of the same provision or any other provision.

50. These Terms and Conditions constitute the entire agreement between the Website and the User with respect to the matters described herein and shall not be modified or affected by any course of dealing, course of performance unless such modification was made in writing signed by the Website. Additional terms and conditions may apply to events in Canada and the United States. Such additional terms and conditions may be found on [www.doctorticket.com](http://www.doctorticket.com). Using and/or purchasing tickets for events in Canada and the United States shall be deemed as acceptance of such additional terms and conditions.. In the event of conflict or inconsistency between such additional terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail.
51. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be void, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. In such case, the other provisions of these Terms and Conditions shall remain in full force and effect.

Last updated: December 6, 2013