

## **KYAZOONGA TICKET PURCHASE TERMS & CONDITIONS**

### **PURCHASE POLICY**

Welcome to Kyazoonga (the “Site”). It is our endeavor to make your purchasing experience easy, efficient and equitable while getting you to your events as quickly and seamlessly as possible. The following is designed to ensure your understanding of the purchase process on the Site and/or applications where this appears. Your purchases on our Site are subject to these terms. Please also review our [Terms of Use](#) and [Privacy Policy](#) which govern your use of our Site. By using our Site, you agree to accept the terms of this policy.

#### **Payment Methods**

Kyazoonga accepts multiple payment methods to accommodate your requirements. If the event for which you are buying tickets is located in India, we accept Visa, MasterCard, American Express, certain debit cards and Netbanking. If the event for which you are buying tickets is held outside of India, we accept MasterCard, Visa, American Express and Paypal. Other payment methods may be introduced from time to time for all or certain events.

#### **Pricing and Availability**

Kyazoonga sells tickets on behalf of client who organize events or manage venues (“Event Organizers”), which means we do not set the ticket prices or determine seating locations. Tickets are generally sold through several distribution points, including online, phone/mobile, retail locations and box offices. Most distribution points generally access the same ticketing system and inventory. Therefore, tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. However, we do not control this inventory or its availability.

#### **Child Tickets**

It is mandatory to buy tickets for children occupying a seat. The policy for children or discounted tickets is the prerogative of the Event Organizer. Our partners typically have a policy of buying tickets for children 2 years and above. Children aged 2 years and above will need separate tickets. Please note that if there is a mention of specific age criteria different from the one stated above for any particular event, then the age criteria listed for that specific event will apply to that specific event. In case of doubt, please confirm the requirements of the specific event with the customer service team.

#### **Restrictions on Number of Tickets or “Ticket Limits”**

When purchasing tickets on our Site, you are limited to a specified number of tickets for each event. This ticket limit is posted during the purchase process and is verified with every transaction. Kyazoonga reserves the right to cancel any or all orders and tickets without notice to you if you exceed the specified limits. These limits will include orders transacted with the same name, e-mail address, phone number, billing address, credit card number or other information.

#### **Confirmation of Transaction**

You will receive an email confirmation on your registered email ID or the email ID used for your purchase on the Site. If you do not receive a confirmation number or email after submitting payment information, or if you experience a service interruption or receive an error message after submitting payment information, it is your responsibility to confirm the same either by looking up your order in your order history or with Customer Service on whether your order has been successfully placed. Kyazoonga will not be responsible for losses (monetary or otherwise) if you assume that an order was placed or not placed because you failed to receive confirmation.

#### **Delivery of Tickets**

Upon receipt of payment by Kyazoonga, Kyazoonga shall take reasonable measures to ship the tickets to the address given by you for qualifying events. The shipment costs shall be borne by the customer.

Notwithstanding anything provided under these Conditions, the delivery of the tickets purchased by you is not expressly or impliedly guaranteed by Kyazoonga. The successful delivery of the ticket(s) to you is contingent upon the receipt of the tickets by Kyazoonga from respective Event Organizers. Kyazoonga

cannot be held liable for any damage that may be done by the courier company like lost, late delivery and/or misplaced tickets.

### **Service Fees and Order Processing Fees**

Tickets purchased on our Site are typically subject to a non-refundable per-ticket service fee and a non-refundable per order processing fee. In many cases, delivery prices will also be owed. You may be able, in some instances, to purchase tickets directly from the venue box office without paying our service fee.

### **Rights of Admission**

Kyazoonga is an agent of the Event Organizer. Event Organizers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Event Provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

### **Collection of Tickets**

The Credit Card used for purchase and/or Govt. issued Picture ID will be mandatorily required to be presented at the counter at the time of collection/redemption of the ticket(s). Please read the online/email confirmation pages carefully, as they provide you with important information about retrieving your tickets. The confirmation pages and email have your confirmation number and requirements for redemption of the tickets. In the event the card holder is authorizing any other individual to pick up/collect the tickets on his/her behalf, an authorization letter with a clean, fully legible, photocopy of the credit/debit card used for the purchase, both signed by the credit/debit card holder need to be produced at the time of picking up the tickets. Additionally the individual picking up the tickets would need to produce a Govt. issued picture ID card for verifying the credentials.

### **Errors in Pricing or Listing**

If tickets are purchased at an incorrect price due to error in price posted on the Site or inadvertently made available ahead of the scheduled sale period or incorrect discounts applied or non-completion of the complete payment process or any other human or transaction malfunction of the Site or Kyazoonga system, then Kyazoonga will have the right to cancel the ticket (or the transaction for that ticket) and refund to you the amount that you paid.

### **Performers and Event Acts**

Opening acts or guests may sometimes tour with headlining artists or performers. Kyazoonga is not always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. Kyazoonga will not be responsible for any losses due to change or cancellation of any opening act or performer.

### **Exchange, Cancellation and Refunds**

Please review your tickets before purchase and check if all the details are accurate including event name, date, venue, category and quantity of ticket/s being purchased. Tickets once booked will not be cancelled, transferred or refunded under any circumstances. All sales are final. Kyazoonga does not offer refunds or exchanges of tickets purchased on the site or application (collectively the "Site"). In addition, tickets purchased through Kyazoonga will be subject to a non-refundable per-ticket convenience/ service/ handling/ delivery/ shipping/order processing charge. Before purchasing your tickets we urge you to confirm the title, time and location of the event you wish to see.

If an event is cancelled/ postponed and the organizers of the event ("Event Organizer/s") agree on issuing a refund for the tickets, the responsibility of intimating .you of such refunds would lie with the Event Organizer. Kyazoonga shall, in no event, be held responsible for communication to the customers in this regard.

Kyazoonga or the Event Organizer may occasionally offer tickets at a discount after the original onsale or your purchase date and will not refund the difference between the original price and the revised sale price.

Refunds from the Event Organizer shall be only with respect to the face value of the ticket. No refund shall be issued with respect to any service fees, convenience/service/handling//delivery/shipping/order processing charges or any other fee charged by Kyazoonga for the services provided to you.

You hereby expressly agree and acknowledge that all refunds for the purchases made on Kyazoonga shall be governed by the refund policy of the Event Organizer and in the event the Event Organizer chooses to refund the amounts to the customers through Kyazoonga, you acknowledge that Kyazoonga acts merely as a facilitator for such refunds and shall have no claims towards Kyazoonga.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not seek a refund or exchange from us when we are prohibited from providing one by the Event Organizer, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be canceled, and we may, in our sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision in using the Site.

Kyazoonga will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

#### **Limitation of Liability**

Balls, fireworks and other similar objects may fly into the spectator area during an event. Despite spectator shielding, there is a chance of an injury. You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather.

#### **Security and Search**

You and your belongings will be subjected to security checks at the stadium. Your co-operation and understanding in this matter is appreciated. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain venue or security rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, helmets, laptops, cameras, recording devices, laser pointers, strobe lights, irritants and containers. The decision of the security agencies will be final for prohibited articles.

#### **Recording, Transmission and Exhibition**

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us and the Event Organizer 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, the event (regardless of whether before, during or after play or performance) 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.

#### **Ambush Marketing**

Any items that are deemed to represent a conflict of commercial interest with sponsors will not be allowed into the venue. This includes, but is not limited to, flags, signages and banners. The ticketholder shall not use Ambush Marketing in any form. The tickets purchases shall not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us or the Event Organizer.

**Liability for Loss**

Kyazoonga shall not be liable for any loss, arising as a result of the postponement or relocation of the event. Without limitation to the foregoing, each customer agrees that no claim, complaint or proceeding will be brought against Kyazoonga.

**Third Party Websites**

The Site may contain outbound link to other websites including those of advertisers and partners on the Site. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites and are not responsible for the content or the privacy practices of those websites. Your correspondence or business dealings with such sites or participation in promotions of, advertisers found on or through the service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Kyazoonga shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

## **KYAZOONGA TICKET PURCHASE TERMS & CONDITIONS**

### **TERMS OF USE**

Welcome to Kyazoonga. By signing up for or using the various Kyazoonga services and products, including without limitation the Kyazoonga Web site (the "Site"), online mobile service, application or other products or services offered by Kyazoonga (collectively, the "Service") you ("you" or "your") agree that you have read, understand and agree to be legally bound by the terms and conditions set forth or referenced below ("Terms of Use"). Read the Terms of Use very carefully. You may use the Services only on the condition that you agree to comply with the Terms of Use. By using or registering for the Services, you are agreeing electronically to the Terms of Use. If you do not agree to these Terms of Use, do not use or access the Service. Kyazoonga reserves the right to change these Terms of Use from time to time and at its sole discretion. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes your acceptance of such changes. You can review the most current version of these Terms of Use at any time at <http://www.kyazoonga.com/termsfuse.aspx>. We reserve the right to modify, suspend/cancel, or discontinue any or all sections, or Service at any time without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

#### **Permitted Use**

The Service is for your personal and non-commercial use. Unless otherwise agreed to in writing by Kyazoonga, you agree that you will not use the Service or duplicate, download, publish, modify or otherwise distribute or use any material included in the Service for any purpose, except to review the information included in the Service, to subscribe to programs included in the Service, and to purchase event or venue tickets or other products offered by Kyazoonga for your personal use. You also agree that you will not link to any page on the Service other than Kyazoonga's home page (for example, "deep linking"), without Kyazoonga's prior written consent, such consent being given at Kyazoonga's sole discretion. You may not circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Services.

Use of the Service or the materials or content contained in the Service for any purpose not set forth in these Terms of Use is strictly prohibited. You may not use any technologies to violate these Terms of Use.

Certain Services, such as sites where you can upload and download files, may include usage guidelines and rules that will supplement these Terms of Use, which you agree will be binding on you when you use those Services.

You expressly agree that any information provided on Kyazoonga shall be used by you at your risk. You are advised to hereby make proper enquiries and use the information provided on Kyazoonga.

#### **Registration, Accounts and Passwords**

Certain features of the Service is accessible only on registering for an account. Each registration is for a single individual user only. Please note that your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. You agree to (1) provide true, accurate, current and complete data about yourself on the Kyazoonga registration form ("Registration Data") and (2) promptly update the Registration Data to keep it true, accurate, current and complete. You agree to keep this information up-to-date. If you fail to do any of these things, Kyazoonga will have the right to suspend or terminate your use of the Service and/or terminate your account. You will receive a password and account upon completing the registration form. You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. You agree to (a) immediately notify Kyazoonga of any unauthorized use of your password or account or any other breach of security and (b) ensure that you exit from your account each time you use the Service. Access and use of password protected and/or secure areas of the Service are restricted to users who have been given a valid password by Kyazoonga. Unauthorized individuals attempting to access these areas of the Service may be subject to prosecution. We may require you to change your username and/or password if we believe

your account is no longer secure. We reserve the right to deactivate your password and account if your account has been inactive for more than 90 days. You must use your account regularly, such as, by logging into our Services on the Site in order to keep your registration active. If we deactivate your account, we have the right to reassign that the account to another user.

### **Privacy**

Your use of the products and Services provided by this Site is governed by the Kyazoonga Privacy Policy. Please review Privacy Policy

### **Purchases**

Your purchase from this Site is governed by the Kyazoonga Purchase Policy. Please review our Purchase Policy

### **User Conduct**

You agree that you will not use the Service to upload, post, or otherwise distribute or facilitate distribution of any material that (1) is unlawful, threatening, abusive, harassing, libelous, defamatory or slanderous deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts, is lascivious or appeals to prurient interest; (2) is sexually suggestive or contains explicit sexual content (including nudity); (3) does or may denigrate or offend, victimize, harass, degrade or intimidate any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (4) does or may threaten, abuse, harass, or invade the privacy of any third party; (5) violates or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights ; (6) condones, promotes, contains or links to warez, cracks, hacks or similar utilities or programs; (7) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spam"), flooding, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; (8) contains a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party; (9) impersonates any person or entity, including any employee or representative of Kyazoonga or any person, business or entity; or (10) attempts to exploit a minor (under the age of 18); (11) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network; (12) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; (13) interferes with the use of the Site by others; (14) violates any applicable law or these Terms of Use. You agree that you will not collect information about third parties via the Service or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation. You agree that you will not engage in the systematic retrieval of data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory, without Kyazoonga's prior written consent. You agree not to take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any event, venue, service or product that may be presented by the Service. You may not use the Site or the Services in any manner that could damage, disable, overburden, or impair our servers or networks. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

### **Grant of Limited License**

The Site and all data, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site, and all tickets obtained from the Site, (collectively, the "Content") are owned by us or our licensors. We may change the Content and features of the Site at any time.

If you post any content to the Service, you hereby grant Kyazoonga and its affiliates and licensees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, adapt, sublicense, and distribute such content, create derivative works, and incorporate it in other works, in whole or in part, a publish, in any manner and any media now known

or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to Kyazoonga the license set forth in this section without infringing or violating the rights of any third party. You may not submit Content on or through the Services that you do not have a right to make available under any law or under contractual or fiduciary relationships.

### **Copyrights**

Kyazoonga respects the intellectual property of others, and we ask our users to do the same. If notified of allegedly infringing, defamatory, damaging, illegal, or offensive content, Kyazoonga may, in its sole discretion, investigate the allegation and/or edit, remove or request the removal of such content. Notwithstanding the foregoing, Kyazoonga does not ensure that any such content will be edited or removed. Kyazoonga may immediately terminate the accounts of users who infringe the intellectual property rights of others.

### **Ownership and Proprietary Rights**

Kyazoonga owns all right, title and interest in and to the Service and all materials and content contained in the Service, including, without limitation, all content, layout, site design, features, logos, button icons, images, digital downloads, data compilations, text, and graphics are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of the materials provided as part of the Service is strictly prohibited. You understand and agree that a violation of these proprietary rights may subject you to civil and criminal penalties.

A limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license is granted to the user to view this Site and its Content as permitted by these Terms for non-commercial purposes only. Permission is granted to individual consumers to electronically copy and to print hard copy portions of the Site or other Service solely for personal use. Any other use of materials on the Site or other Service, including reproduction for purposes other than those noted above, modification, distribution, or republication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Kyazoonga is strictly prohibited. You agree that you will not (1) Submit or upload any software or other materials that contain any viruses, worms, Trojan horses or other items of a destructive nature; (2) take any action individually or as a group of individuals that imposes disproportionately large load on the Kyazoonga infrastructure (3) Modify, adapt, translate, sell, reverse engineer any portion of the Site (4) Attempt to derive any source code or underlying ideas or algorithms of any part of the Site (5) Attempt to circumvent any technological measure that effectively controls access to the Site and/or its Content; (6) attempting to disguise the origin of any posting that you submit (6) use any robot, spider, other automatic device or software, or manual process to monitor or copy our Web pages or the content contained therein or circumvent transaction restrictions put in place on the Site without prior written permission of an authorized officer of Kyazoonga.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors. You may not use our trademarks, logos and service marks in any way without our prior written permission. Kyazoonga® is proprietary service marks of ITKTS Interactive Technologies Private Limited. Kyazoonga's service marks/trademarks may not be used in connection with any product or service that is not provided or authorized by Kyazoonga, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Kyazoonga.

### **Notifications**

We send notifications to your registered mobile phones for alerts, OTPs, promotions etc. Message and data rates may apply, according to your rate plan provided by your wireless carrier. We will not be responsible for any text messaging or other wireless charges incurred by you or by a person who has access to your wireless device or telephone number. The Service may not be compatible with all wireless carriers or devices.

### **Disclaimer of Warranties**

Kyazoonga provides the service on an "as is" and "as available" basis. Kyazoonga, its affiliates, agents and licensors disclaim all warranties and conditions, statutory or otherwise, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permissible by law. Without limiting the foregoing, Kyazoonga does not warrant that the

service will (1) be uninterrupted; (2) be free from inaccuracies, errors, viruses or other harmful components; (3) meet your requirements; or (4) operate in the configuration or with the hardware or software you use (5) contain the quality of any information which will meet your expectations. any material, contents or information downloaded or otherwise obtained from the site is subject to these Terms of Use and done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. We are not liable on the authenticity of such data. without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning. your use of the service is solely at your risk

No oral or written information or advice given by a Kyazoonga representative shall create a warranty. We make no representation that any material on the services is appropriate or available for use in any particular location and it is likely that it may be illegal to access such material from some jurisdictions. Those who choose to access the services do so entirely on their own initiative and at their own risk and are responsible for their own compliance with local laws, if and to the extent such local laws are applicable.

### **Exclusion of Damages**

Kyazoonga, and its subsidiaries and licensors will not be liable to you or any Third party for any direct, indirect, punitive, incidental, special, consequential damages (including damages relating to lost profits, lost data or loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses) or any damages whatsoever that result from your use of or inability to use the service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal theory, and even if Kyazoonga has been advised of the possibility of such damage. Without limiting the foregoing, Kyazoonga will not be liable for any loss or damage arising out of (1) your failure to comply with Registration, accounts and passwords or Permitted use conditions stated above.

### **Limitation on Liability**

In no event will we or our partners, suppliers, advertisers and sponsors, be responsible or liable to you or anyone else for, and you hereby knowingly and expressly waive all rights to seek, direct, indirect, incidental, special or consequential damages of any type including attorney fees, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the use of the Service. In no event will Kyazoonga's liability to you in connection with the service or these terms of use exceed the amount paid by you to Kyazoonga in the six months immediately preceding the date of the event which gave rise to the liability.

### **Applicability of Disclaimers, Exclusions and Limits**

In some jurisdictions that do not allow for the exclusion of damages, Kyazoonga's liability in such jurisdictions shall be limited to the extent permitted by the law of such jurisdiction. In addition, some jurisdictions do not permit the disclaimer of certain warranties; some of the disclaimers set forth in section above may not apply to you.

### **Acknowledgment**

Our disclaimer and limited liability as set out in these terms of use are fundamental elements of the basis of the services to be provided to you by us. You agree that we would not otherwise be able to offer services on its present basis without such limitations. This clause shall survive any termination of these Terms of Use.

### **Third-Party Web Sites**

The third-party web sites linked to or from the service are not controlled by Kyazoonga. Accordingly, Kyazoonga makes no warranties – express or implied or conditions regarding such third-party web sites



and will not be liable for any loss or damage caused by your use of or reliance on such web sites. Your use of third-party web sites is at your own risk. The inclusion on the service of a link to a third-party web site does not imply an endorsement by Kyazoonga.

### **Indemnification**

You will indemnify and hold harmless Kyazoonga and its representatives, agents, affiliates, directors, officers, employees, managers and shareholders (the "Indemnified Parties"), and at Kyazoonga's option defend the Indemnified Parties, from and against any damage, loss, cost or expense (including without limitation, legal fees and costs) incurred in connection with any third-party claim, demand, proceeding or action ("Claim") brought against any of the Indemnified Parties arising out of your use of the Service or any alleged breach by you of any provision of these Terms of Use. If you are obligated to indemnify Kyazoonga, Kyazoonga may, in its sole and absolute discretion, control the defense and disposition (including its possible settlement) of any Claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any Claim without the written consent of Kyazoonga. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **Termination**

In its sole and absolute discretion, with or without notice to you, Kyazoonga may (1) suspend or terminate your use of the Service, or (2) terminate your account. You may terminate your account for any reason by emailing Kyazoonga at [unsubscribe@kyazoonga.com](mailto:unsubscribe@kyazoonga.com). Kyazoonga shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Service. Your right to use the Services will end once your Services are cancelled or terminated, and any data you have stored on such a Service may be unavailable later. If you have subscribed to any fee-based service, you remain responsible for paying any amounts owed on your account at the time your fee-based service and/or account is terminated or cancelled. If you are participating in any free promotional offer for accessing a fee-based service, you must cancel such service before the end of the free trial period to avoid incurring charges. Certain fee-based services may require cancellation charges, and you will pay all cancellation charges specified to you at the time you register for the service.

### **Violation of Terms**

We reserve the right to investigate any violation of these Terms, including unauthorized use of the Site. Kyazoonga may take recourse to legal action where we feel appropriate and may provide law enforcement with information provide by you in relation to your transactions to assist in any investigation or prosecution of you. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms.

### **General**

This site is owned and operated by ITKTS Interactive Technologies Private Limited and contains material which is derived in whole or in part from material supplied by its partners and other sources. The material on this Site is protected by international copyright and trademark laws. You may not modify copy, reproduce, republish, upload, post, transmit, or distribute in any way any material from this site including code and software without express permission from ITKTS.

These Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Services constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

These Terms of Use or your use of the Site does not create any joint venture, partnership, employment or agency relationship between the two of us. You agree that these Terms of Use are not intended to confer and does not confer any rights or remedies from us upon any person other than you.

We may assign the Terms of Use at any time without notice to you. You may not assign your rights and obligations under the Terms of Use to anyone else.

Any provision of this Terms of Use which is invalid, prohibited or unenforceable in any jurisdiction shall: (i) be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability; (ii) not invalidate the remaining provisions of this Terms of Use; and (iii) not affect the validity of that provision in any other jurisdiction.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

These Terms of Use and the relationship between you and Kyazoonga shall be governed by the laws of India. All legal proceedings shall be subject to the jurisdiction of the courts in Delhi, India and you agree to resolve the disputes under the Arbitration and Conciliation Act 1996. The venue for such arbitration shall be at Delhi, India.

ITKTS Interactive Technologies Private Limited  
13 Institutional Area  
Lodhi Road  
New Delhi 110 003

## **KYAZOONGA TICKET PURCHASE TERMS & CONDITIONS**

### **PRIVACY POLICY**

This Privacy Policy outlines how we use personal information collected by us during your online or offline access of our Service. Please review this Policy periodically as we may update it from time to time. If there are significant changes to the Site's information practices, you will be provided with appropriate online notice. You may be provided other privacy-related information in connection with your use of offerings from the Site as well as for special features and services not described in this Policy that may be introduced in the future. Each time you visit the Site or provide us with information, by doing so you are accepting the practices described in this Policy at that time. You agree that by using the Site you are expressly and affirmatively consenting to our use and disclosure of the information that you provide, and consenting to receive emails/mobile messages, as described below in this Policy.

#### **Information We Collect From You**

In order to operate the Site and provide you with information on products and services that may be of interest to you, we may collect "contact information" (i.e., information that could be used to contact you such as full name, postal address, phone number and email address as well as your computer's unique IP address (if any)), location of access, "financial information" (i.e., passwords, credit and debit card numbers and bank and other financial institution account numbers) and "demographic information" (e.g., PIN code, hometown, gender, date of birth, purchase history information, posting and sales information and age as well as IP addresses that are not unique to your computer), session data, Operating system and browser details from you. We use tracking tools like browser cookies and web beacons as well as track usage of mobile applications. We may also receive information about you like name and email address from integrated social platforms. For your convenience, you may prefer to create an online customer profile by providing us with details of events that may interest you, payment and billing information, delivery address, and/or other personal information. This information will be used to assist you in purchasing tickets more efficiently. Please note that nowhere on the Site do we knowingly collect contact information or financial information from children under the age of 13.

#### **How We Use Contact Information;**

##### **Order and Payment Processing, Customer Service, Credit Card Issuers and Quality Assurance**

We use contact information to help us efficiently perform transactions, to deliver the services you have requested and to fulfill your requests for products, programs, and services, to perform quality assurance, sales analyses and other business analyses, to operate and improve the services and offerings available through the Site, to personalize the content and advertisements provided to you, to contact you in connection with events for which you order, post or sell tickets (including ticket confirmations, changes and cancellations) and respond to your inquiries, to conduct research about your use of the Site, to help offer you other products, programs, or services that may be of interest. In some cases we may use service providers to help us perform some of these tasks, including, but not limited to, processing or fulfilling your orders, or performing customer service, business analyses or quality control, and consequently we may share your contact information with these service providers. In such cases, we often require these service providers to enter into agreements with us regarding the confidential handling of your information. We may also provide your contact information to your credit card issuer or to credit card processors for their purposes. When you make a purchase through the Site, or register with the Site, you will provide us with an email address where we, or these service providers, may contact you for the purposes described in this paragraph.

##### **Contacting you for Offers and Promotions**

After you provide us with an email address in connection with ordering or trying to sell tickets through the Site or registering with the Site, or in connection with any Special Offers as described below, you may visit the "My Account" section of the Site, where you will be given the opportunity to tell us not to use that email address to send you promotional emails. "Promotional emails" are emails that are sent solely for promotional purposes. By submitting an email address to us, you agree that Kyazoonga (on behalf of itself or on behalf of others) may send promotional emails to that email address until such time that you so indicate your preference not to receive them. Because many consumers like to receive some, but not

all, types of promotional emails, "My Account" provides you with the opportunity to choose which types of promotional emails you do not want to receive. Please note that if you ask not to receive promotional emails from Kyazoonga, you may still receive promotional emails during the next 72 hour period (as it may take some time for your preferences to be updated throughout our computer systems), you may still receive non-promotional emails from Kyazoonga, and you may still receive emails from certain others (including, but not limited to, Event Providers (defined below)); please read the rest of this Policy to learn how others may contact you. We can assure you that we keep your information confidential and do not sell or rent our customers' personal information to third parties without your express consent.

### **Providing Merchants with Contact Information**

In addition to selling movie tickets on the Site, Kyazoonga may sell other goods or services, allow you to make reservations, or allow you to participate in (or register for) contests, sweepstakes or other offers or programs (such as discount or rewards programs, magazine subscriptions, hotel bookings or cruises) on the Site. Typically, these goods, services, contests, sweepstakes or other offers or programs ("Special Offers") for which you make purchases, orders or reservations, or for which you participate in or register, are provided by third parties ("Merchants"). Consequently, if you elect to engage in a Merchant's Special Offer, Kyazoonga may provide that Merchant with your contact information - in fact, when you elect to engage in a Merchant's Special Offer you consent for us to provide your email address and other information to that Merchant. Because Merchants are not part of Kyazoonga, Merchants are not subject to this Policy and may use your contact information to communicate with you by sending emails or through other means, and may share your contact information with others. If you want to learn about a particular Merchant's privacy policies, or you do not want to receive communications from a particular Merchant, or you have other questions, instructions or concerns to which you would like a Merchant to respond, then you must contact that Merchant directly.

### **Divulging Your Contact Information for Legal and Administrative Reasons**

We may disclose specific contact information when we determine that such disclosure will be helpful to comply with law, to cooperate with or seek assistance from law enforcement or to protect the interests or safety of Kyazoonga or other visitors to the Site or users of services or products provided by Kyazoonga or to take part with others in joint anti-fraud activities. Also, your contact information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy, of Kyazoonga.

### **Providing Non-Kyazoonga Affiliates with Contact Information**

We may also share your contact information with our Non-Kyazoonga Affiliates (defined below), but each Non-Kyazoonga Affiliate who receives your contact information will comply with the terms of this Policy with respect to its use and disclosure of the contact information we share with it, unless the Non-Kyazoonga Affiliate is also receiving it because it is a Merchant as described above (in which case it will not be required to comply with this Policy with respect to its use or disclosure of such information). When we say "Non-Kyazoonga Affiliates" we mean Kyazoonga' subsidiaries, parents and affiliates (and businesses owned by Kyazoonga and such companies) that are not part of Kyazoonga

### **Other Instances where Contact Information may be shared**

If you are opted out of receiving all promotional emails, then we will not share your contact information with unaffiliated third parties, unless we are otherwise permitted to under this Policy (for example, we will still be permitted to share your contact information with Merchants but only to the extent permitted above). If you do not opt out of receiving all promotional emails, then we may share your contact information if we believe it makes business sense. These third parties may communicate directly with you about their products and services.

### **Responsibility**

Kyazoonga will not be responsible or otherwise liable for any use or disclosure of your contact information by a third party to whom Kyazoonga is allowed to disclose your contact information under this Policy.

### **How We Use Financial Information;**

We use your financial information to check your qualifications, to help us efficiently perform sales and other transactions on the Site, to deliver the goods and services you have requested, to enroll you in the discount, rebate and other programs in which you elect to participate and to perform quality assurance. In some cases we may use, and consequently we may provide to service providers, your financial information to help us perform some of these tasks. In such cases, we will require these service providers to enter into agreements with us regarding the confidential handling of your information. We may also provide your financial information to your credit card issuer, financial institutions or credit card processors to process transactions and for their other purposes. We may provide your financial information to Merchants, primarily for facilitating "will call" ticket pick up, dispute resolution and customer service at the venue on the date of the movie, and may provide your financial information to those Merchants who are providing you with the goods, services or reservations you purchase or order, or who are administering the offers or programs you enter through this Site (or you enter through another site after clicking on a link on this Site promoting such an offer or program).

We may disclose specific financial information when we determine that such disclosure may be helpful to comply with law, to cooperate with or seek assistance from law enforcement to protect the interests or safety of Kyazoonga or other visitors to the Site or users of services or products provided by Kyazoonga or to take part with others in joint antifraud activities. Also, your financial information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy, of Kyazoonga. Kyazoonga will not be responsible or otherwise liable for any use or disclosure of your financial information by a third party to whom Kyazoonga is allowed to disclose your financial information under this Policy.

### **How We Use Demographic Information**

We may use your demographic information to perform business analyses or to tailor the Site and communications to your interests. We may share anonymous, aggregated (grouped) demographic information with advertisers and other third parties so that they can tailor their advertisements and communications to the appropriate audience. Any time that we are allowed under this Policy to share your contact information or financial information; we may also share your demographic information along with it.

### **Information Other Web Sites Collect From You**

On the Site, we place links to other web sites operated by other parties. Some of these other web sites contain our brand names and trademarks and other intellectual property that we own; others do not. When you click on these links and visit these other web sites, regardless of whether or not they contain our brand names, trademarks and other intellectual property, you need to be aware that we do not control these other web sites or these other web sites' business practices, and that this Policy does not apply to these other web sites. Consequently, the operators of these other web sites may collect different kinds of information about you, and may use and disclose that information in different ways than we would if it were collected on the Site. We encourage you to review their privacy policies and remind you that we will not be responsible for their actions.

### **Your IP Address**

Like most e-commerce websites, each time you visit the Site, we automatically collect your IP address and the web page from which you came. In order to administer and optimize the Site for you and to diagnose problems with our Site, we use your IP address to help identify you and to gather broad demographic information about you.

### **Cookies**

Cookies are text files that are placed in your computer's browser, and that can be used to help recognize you as a Kyazoonga user. Web beacons are small pieces of code placed on Web pages that can be used, among other things, to count the users who visit that Web page, or to deliver a cookie to the browser of a user viewing that page. You can control cookies through your browser's settings. If you reject all cookies, however, you will not be able to take advantage of certain Kyazoonga offerings.

Like most websites, the Site uses cookies, web beacons and similar technologies in combination with your Kyazoonga information to help it keep track of your purchases and other activity on the Site and

enhance and personalize your experience on the Site including to operate and improve offerings through the Site; to help authenticate you when you use the Site; to remember your preferences and registration information; to enable a shopping cart; to present and help measure and research the effectiveness of the Site's offerings, advertisements, and e-mail communications (by determining which Kyazoonga e-mails you open and act upon); and to customize the content and advertisements provided to you through the Site. We also use cookies to deliver content specific to your interests and to facilitate the retrieval of information so you do not have to re-enter it each time you visit the Site. On the Site, others may place or read cookies on your browser as well. If you wish to disable these cookies, the "help" portion of the toolbar on most browsers will tell you how. However, if you set your browser to disable cookies, you may not be able to access certain areas or features of the Site.

Kyazoonga and its advertisers may from time to time use advertising network providers, to help present advertisements on the Site. These advertising networks use cookies, web beacons, or similar technologies on your computer in order to provide targeted advertisements about goods and services that may be of interest to you while visiting other Web sites. Kyazoonga may share certain information about you as a user that is not personally identified (such as user age and pin code) with certain advertising network providers in order to help them deliver more relevant advertisements through their ad networks. The use of cookies, web beacons, or similar technologies by ad network providers is subject to their own privacy policies. Any choices that you have about these technologies will be presented here in the event Kyazoonga utilizes the services of any advertising network provider. Therefore, you are encouraged to return to this section periodically for updated information about advertising networks.

#### **Our Security Precautions; Geographic Location of Information**

The Site has security measures in place to help protect against the loss, misuse, unauthorized access and alteration of the information under our control but cannot guarantee that your personally identifiable information will never be disclosed in a manner inconsistent with this Privacy Policy (for example, as a result of unauthorized acts by third parties that violate applicable law or the policies of the service and its affiliated providers). We have standard security measures for securing different types of information. We secure socket layer (SSL) technology to help protect the security of commerce transactions. We encrypt your contact information and financial information as it travels over the Internet and we store your financial information on our servers in encrypted form. SSL is a proven coding system that allows your browser to automatically encrypt, all your personal data before you send it to us. Your information may be transferred to and maintained in whole or in part on computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which you reside, and may be stored on equipment or in facilities leased or licensed from third parties.

#### **Special Note for Parents**

Kyazoonga is intended for a general audience. Registration for certain services on the Site may not be available for children under the age of 13.

#### **Public Areas**

The Site may provide you with the opportunity to post information for display in areas of the site that are accessible to viewing by the general public ("public areas"), including, but not limited to, bulletin boards, chat rooms and user-submitted concert or other event reviews. This Policy does not apply to any information that you submit for use in public areas. We ask that you do not submit any contact information or financial information for display in public areas, as other people who use the Site will see it. If you submit such information for display in public areas, Kyazoonga cannot prevent it from being used in a manner that violates the law, your personal privacy or your safety. By submitting such information for display in public areas, you assume the risks and sole liability arising as a result of such information being displayed.

#### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Kyazoonga and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.