

Terms & Conditions For Authorization for Online Payments

The Colonial Fox Theatre Foundation online payment website is an on-line ticket purchase and non-profit contribution service (the "Service") provided as a convenience to you by The Colonial Fox Theatre Foundation.

Terms Governing Use of the Service. Please read these terms and conditions (this "Agreement") carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Colonial Fox Theatre Foundation may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. The Colonial Fox Theatre Foundation has no obligation to notify users of the posting of a modified Agreement.

Payment for Services. By submitting payments through the Service, you authorize The Colonial Fox Theatre Foundation to process your payments according to your instructions. You are responsible for any legal, regulatory, or banking penalties and fees that may be assessed for supplying false information to us for use with the Service. You may use the Service only to authorize the payment of purchases owing to The Colonial Fox Theatre Foundation and its affiliates. Payments that you authorize will be made from a bank or financial institution account (the "Transaction Account") that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account. By accepting these Terms and Conditions, you represent and warrant to Colonial Fox Theatre Foundation that: (i) you are 18 years old or older; (ii) you are using your actual identity and any information you provide is accurate and complete; (iii) you are legally authorized to make payments using the Transaction Account; and (iv) your use of the Service will not violate any local, state, national or international laws or regulations.

Timing. By providing The Colonial Fox Theatre Foundation with a payment authorization under the Service, you authorize The Colonial Fox Theatre Foundation to charge the Transaction Account to remit funds on your behalf to make your ticket purchase or contribution to The Colonial Fox Theatre Foundation.

Our Responsibilities. The Colonial Fox Theatre Foundation will use all reasonable efforts to process all your payment authorizations promptly and properly, provided the authorizations are actually received by The Colonial Fox Theatre Foundation. The Colonial Fox Theatre Foundation will not be responsible for any failure to process a payment authorization that is not actually and completely received by The Colonial Fox Theatre Foundation for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information.

If The Colonial Fox Theatre Foundation does not process a payment made by you in the correct amount, The Colonial Fox Theatre Foundation will be liable for your losses, but

in no event shall The Colonial Fox Theatre Foundation' liability exceed the amount of the affected payment authorization. However, The Colonial Fox Theatre Foundation shall not be responsible and shall not be liable for any of your losses if it is unable to complete a payment authorization initiated by you because of the existence of any one or more of the following circumstances:

The Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit applicable to the Transaction Account.

You have not provided The Colonial Fox Theatre Foundation with correct names or account information.

Circumstances beyond The Colonial Fox Theatre Foundations' control (such as, but not limited to, fire, flood, internet service interruptions, or interference from an outside force) prevent the proper transmission of your payment authorization.

The Colonial Fox Theatre Foundation fails to receive a full and complete payment authorization.

You have made any false or materially misleading statement or representation in connection with any payment authorization.

The bank or financial institution maintaining the Transaction Account refuses or is unable to honor a payment request from The Colonial Fox Theatre Foundation.

Banking Limitations. In using the Service, you are requesting The Colonial Fox Theatre Foundation to make payments for you from your designated Transaction Account. If your bank or financial institution is unable to process a transaction (for example, there are not sufficient funds in the Transaction Account to cover the transaction, or if funds in the account are unavailable for any reason), the transaction may not be completed. There may be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Transaction Account. The Colonial Fox Theatre Foundation' obligations under the Service are subject to any such limits or restrictions, and The Colonial Fox Theatre Foundation has no duty to notify you of any such limits or restrictions.

No Additional Charges. As a customer of the Service, you will not be charged by The Colonial Fox Theatre Foundation for payment authorizations that you choose to send electronically.

DISCLAIMER OF WARRANTIES. THE COLONIAL FOX THEATRE FOUNDATION IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT.

THE COLONIAL FOX THEATRE FOUNDATION DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE AVAILABLE OR UNINTERRUPTED.

LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COLONIAL FOX THEATRE FOUNDATION OR ANY OF ITS REPRESENTATIVES OR AFFILIATES BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF THE COLONIAL FOX THEATRE FOUNDATION OR ITS REPRESENTATIVES, AFFILIATES, OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.

Assignment. You may not assign this Agreement to any other party. The Colonial Fox Theatre Foundation may assign this Agreement to any directly or indirectly affiliated company. The Colonial Fox Theatre Foundation may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of Kansas, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Colonial Fox Theatre Foundation and you concerning the Service and may only be amended as provided herein. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

You should print and retain this document for safekeeping and reference at any time during usage of the Service.

Your Agreement. BY CLICKING FORWARD TO MAKE A PAYMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ANY FUTURE AMENDMENTS TO THIS AGREEMENT WHICH MAY BE MADE FROM TIME TO TIME.