

TERMS AND CONDITIONS

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use as a an event organizer or ticket buyer of **Valio Technologies Pty Ltd. (Reg no: 2012/024444/07)**(“Provider”) website located at the domain name <http://www.my-ticket.co.za>(“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce& Privacy

MYTICKET is a quick and user-friendly online events management tool that allows registered event organizer’s and planners (“Sellers”) to easily and independently create events, market events, sell tickets and collect payments from registered users/event patrons (“Buyers”)who want to attend events registered on<http://www.my-ticket.co.za>.Event organizers/planners visit the Site, fill out the details about their event, including pricing, date &location, ticket inventory, and collect ticket payments online.

Certain portions of a Transaction may be processed by third party service providers (Payfast, Cellpay point etc.) (“Third Party Service Providers”). Such processing services are subject to the terms and conditions and fee descriptions made available by the Third Party Service Providers. You must accept the terms of the Third Party Service Provider and their fees prior to completing a Transaction. MYTICKETassumes no responsibility for services offered by Third Party Service Providers.

The private information required for executing the orders placed through the e-commerce facility, namely the User’s personal informationand telephone numbers will be kept in the strictest confidence by the Provider.Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the

Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

Online Payments – Payment Gateway

Event Organisers/Planners agree that MYTICKET will collect revenues on their behalf and disbursements of ticket revenues. MYTICKET accepts Electronic Funds Transfer (EFT), VISA and MasterCard for all ticket purchases. Event organisers/planners will receive monetary payments in the currency of the country where the event took place that will be made to their nominated bank account directly by MYTICKET once all commissions and applicable fees have been deducted within (5) days following the date of the said event.

All EFT and credit card payments are processed by an online payment gateway (e.g. Payfast, Cellpay Point etc.). Users may visit the websites of our affiliated payment gateway partners to view their terms and conditions of use; and also their security policies.

FEES

You the “User” agree to pay all fees in accordance with the fee descriptions published by MYTICKET on this website and any other fees applicable to a Transaction. Fees are subject to change without prior notice at any time, so you should review the fees each time you use this website.

Refund and Return Policy

MYTICKET reserves the right to withhold funds at any given time as deemed necessary for the settlement of all refunds, disputed charges, chargebacks, customer complaints, allegations of fraud, misrepresentation and other discrepancies. **All communications or disputes regarding refunds are between the Event Organizer/Planner (“Seller”) and Event patron (“Buyer”). MYTICKET will not be responsible or liable for, and Event Organizer/Planner fully indemnifies MYTICKET and its affiliates for, refunds, errors in issuing refunds, or lack of refunds in connection herewith. Event Organizer/Planner agrees that all event registration fees are earned net of all commissions, service fees, , refunds, disputed charges, chargebacks and other deductions. No payments shall be made to an Event Organiser/Planner for a cancelled event, if there were advances made to the Event Organiser/Planner they will immediately refund to MYTICKET all such payments upon cancellation of such event. All sales, fees, charges, and funds are payable in South African Rands or other foreign currencies accepted by MYTICKET.**

Any complaints regarding the standard and quality of the service provided may be directed to the Marketing Manager, 117 Coral Heights Melkbos Strand Cape Town 7441 or info@myticket.co.za.

Updating of these Terms and Conditions

Valio Technologies ("Provider") reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Valio Technologies ("Provider") provides certain information at www.my-ticket.co.za. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to event registrations, commentary on events, website data, and advertisements. All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Provider does not control the content our users choose to publish through the Service (the "User Content") however explicit, inflammatory, discriminatory, derogatory and degrading content is strictly prohibited on MYTICKET and affiliated websites. The Provider takes all steps to comply with applicable laws and expects users of the Service to do the same. You are responsible for complying with all laws applicable to User Content. However, we reserve the right, in our sole discretion, to alter or remove any User Content and terminate your right to use the Service. We may copy User Content and disclose User Content for any reason, including, without limitation, if required to do so by law.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

