

Terms & Conditions

Effective Date: June 9th, 2024

THE AGREEMENT: The use of this website and services on this website provided by Museum of Illusions (“**Company**”) are subject to the following Terms & Conditions (“**Agreement**”), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (collectively, “**Website**”) and any services provided by, on, or through this Website (“**Services**”). **The Agreement requires arbitration of most disputes as provided below.**

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. Museum of Illusions, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by and abide by this Agreement and our Privacy Policy, found at <https://moisaltlakecity.com/privacy-policy/>, incorporated herein by reference. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement and our Privacy Policy. Please read the Agreement carefully before you start to use the Website. If You do not agree to be bound by this Agreement and/or our Privacy Policy, please leave the Website immediately.

3) LICENSE TO USE WEBSITE

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services (“**Company Materials**”). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable, and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

4) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property (“**Company IP**”). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. This Agreement permits you to use the Website for your personal, non-commercial use only. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from the Company.

The Company name, the terms Museum of Illusions, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

5) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

I) To harass, abuse, or threaten others or otherwise violate any person’s legal rights;

II) To violate any intellectual property rights of the Company or any third party;

III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV) To perpetrate any fraud;

V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) To publish or distribute any obscene or defamatory material;

VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others;

IX) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

X) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;

XI) To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); and

XII) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

b) Additionally, you agree not to

I) Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

II) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

III) Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

IV) Use any device, software, or routine that interferes with the proper working of the Website.

V) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

VI) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

VII) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

VIII) Otherwise attempt to interfere with the proper working of the Website.

6) AFFILIATE MARKETING & ADVERTISING

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

7) PRIVACY INFORMATION

All information we collect on this Website is subject to our Privacy Policy <https://moisaltlakecity.com/privacy-policy/>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8) SALES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk.

9) SHIPPING/DELIVERY/RETURN POLICY

You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. When purchasing a physical good, You agree to provide Us with a valid email and shipping address, as well as valid billing information. We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information that You provide to us. If We do so after payment has been processed, We will issue a refund to You in the amount of the purchase price. We also may request additional information from You prior to confirming a sale, and We reserve the right to place any additional restrictions on the sale of any of Our products. You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. For the sale of physical products, We may preauthorize Your credit or debit card at the time You place the order, or We may simply charge Your card upon shipment. You agree to monitor Your method of payment. Shipment costs and dates are subject to change from the costs and dates that You are quoted due to unforeseen circumstances. Ticket and merchandise purchases are non-refundable. Ticket allocation and rescheduling are subject to local policy and availability and usually require at least 24 hours' notice prior to the event date. For any questions, concerns, or disputes, you agree to contact Us in a timely manner at the following: info@moisaltlakecity.com

10) REVERSE ENGINEERING & SECURITY

You agree not to:

- a) Reverse engineer, disassemble, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference with any host, user, or network.

11) DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

12) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense if the Company wishes.

13) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

14) THIRD-PARTY LINKS & CONTENT

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third party services linked to from Our Website. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

15) MODIFICATION & VARIATION

The Company may modify this Agreement from time to time without notice to You. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

16) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

17) SERVICE INTERRUPTIONS

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

18) TERM, TERMINATION, & SUSPENSION

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

19) NO WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are on an “As Is” basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

20) LIMITATION ON LIABILITY

You agree that the Company is not liable for any damages that may occur to You as a result of Your use of the Website or Services, and You waive such damages to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to the Company in the last six (6) months. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21) GENERAL PROVISIONS:

a) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

b) **JURISDICTION, VENUE, & CHOICE OF LAW:** This Agreement and Your use of the Website and Services are governed by the internal laws of the State of Arizona, where the Company has its headquarters, and without regard to that state's internal conflicts of law analysis. If any claim or dispute between You and the Company is not arbitrated as outlined below, You agree that exclusive jurisdiction and venue for such claims and disputes will exist in the state and federal courts located in Maricopa County, Arizona. You hereby waive the right to any objection of venue, including assertion of forum non convenience or similar doctrine.

c) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement or Your use of the Website or Services, the Parties shall first attempt to resolve the dispute informally and in good faith. If those resolution attempts fail, the Parties shall then submit the dispute to final and binding private arbitration. All arbitrations shall be conducted by a single arbitrator designated by JAMS and proceeding under JAMS' Streamlined Arbitration Rules & Procedures, which are available on the JAMS website at <http://www.jamsadr.com> or by calling 1.800.352.5267. If there is a conflict between the JAMS Rules and this Agreement, then this Agreement shall control. The arbitrator shall have no authority to add parties, vary the provisions of this Agreement, award punitive damages, or certify a class or collective proceeding. Each Party shall pay their own costs, attorneys' fees, and share of the arbitrator's fees in the arbitration. Unless waived by the Company at the time of commencement, the arbitration hearing shall be conducted in Phoenix, Arizona. The Parties acknowledge that this Agreement effects interstate commerce and so the Federal Arbitration Act applies to this agreement to arbitrate.

d) **CLASS ACTION WAIVER:** Any arbitration or other proceeding between the Parties will take place on an individual basis. You expressly waive any right, claim, or ability to participate in any collective, class, or representative proceedings against the Company in arbitration, litigation, or otherwise.

e) **JURY TRIAL WAIVER:** You expressly waive any right to a jury trial. This means that, if any dispute is not arbitrated as agreed above, it will be resolved by a judge rather than a jury.

f) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by the Company, the

rights and liabilities of the Company will bind and insure to any assignees, administrators, successors, and executors.

g) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

h) NO WAIVER: In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

i) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.

j) NO AGENCY, PARTNERSHIP, OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

k) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

l) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address: info@moisaltlakecity.com.