

## [Goodman Theatre](#)

Welcome to Chicago Theatre Group Inc, dba Goodman Theatre where Goodman Theatre (“**Company**”) is willing to provide certain online services (the "**Services**") to you only upon your agreement that your access and use of the Services will be subject to the following Website Terms and Conditions ("**Website Terms and Conditions**"). These Website Terms and Conditions are an agreement between the Company and the users of the Services (“**You**” or "**you**"). This Web Site is administered by Company and its service provider (“**Service Provider**”). These terms may be revised without notice and become effective upon posting on this site and your use of the Web Site. These terms were last revised on February 9, 2024. At the end of this agreement, you can review the terms for Consumers to Receive Electronic Disclosures.

**Please read this entire document because it contains important information.**

### **1. DEFINITIONS**

“**Payment Disbursement**” means a payment initiated by Company that will be completed when you select the Payment Option and provide the Payment Details.

“**Payment Option**” means one of the available disbursement options supported by the Services, which could include: Real Time Payments, ACH, Check, Zelle, Venmo, a prepaid debit card, or another payment method.

“**Payment Details**” means payee details you provide to receive the Payment, which could include: information provided to Zelle, Venmo, name and address, bank routing and account numbers, or other information from you.

“**Business Day**” means Monday through Friday, excluding Federal Reserve holidays.

### **2. DESCRIPTION OF SERVICES**

#### **A. PAYMENT DISBURSEMENTS**

When you select the Payment Option and provide the Payment Details, you authorize Company to remit a Payment Disbursement to you.

When you provide your Payment Details that include your bank routing and account numbers, you authorize Company to initiate electronic payments to credit the account identified (and, if necessary, to electronically debit such account to correct any erroneous credits).

The availability of funds in your account will depend on the funds availability policy of your financial institution. Limitations to availability may apply, including “cut-off times” by which items need to be deposited to be included for processing on that Business Day. There is no guarantee of delivery timeframes for any Payment Disbursement. If there is a problem in processing your Payment Disbursement, Company may attempt to contact you.

### **3. AUTHENTICATION MATERIALS**

During the registration process for the Services, an email address and authentication method (collectively, "**Authentication Materials**") will be established for your use in accessing the Services. The Authentication Materials are intended for your use only. You agree: (a) not to disclose such Authentication Materials to any third party, (b) to take reasonable care to protect such Authentication Materials from inadvertent disclosure to third parties, and (c) to immediately notify Company of any loss or unauthorized use of such Authentication Materials. You agree that you will be responsible for all actions taken using your Authentication Materials.

### **4. YOUR REPRESENTATIONS**

You hereby represent to Company and its Service Provider and agree that:

- a. Any and all information that you provide through the Services or Web Site will be accurate and complete;
- b. You will not use the Services to access information about any account unless you have authority to do so by the person or company whose account you are accessing;
- c. You will not provide any information to us through the Web Site or Services, including account information, unless you have the authority to provide such information to us;
- d. You will not use the Web Site or the Services for any illegal or improper purposes;
- e. You will not use:
  - i. Any robot, spider, other automatic device to monitor or copy portions of the Web Site or Services or the content contained therein without Company's prior written permission, or
  - ii. Any device, software or routine to interfere with the proper working of the Web Site or Services;
- f. You will not download, reproduce, duplicate, copy or otherwise exploit any portion of the Web Site or Services for the purpose of sale, resale, or making other commercial use thereof, and
- g. Company may send you electronic correspondence describing changes to the Services and these Website Terms and Conditions.

## **5. WARRANTY DISCLAIMERS**

You acknowledge and agree that the services and the company web site are provided on an "as is" and "as available" basis and that use of the services or the web site is at your sole risk. Company and its service provider make no warranty whatsoever about the services, the web site, the operation or availability of either, the accuracy of information provided on or through the services or web site, or the security of the services or web site. Moreover, company and its service provider expressly disclaim all warranties of any kind regarding the web site and the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Company and its service provider make no warranty that (a) the web site or services will meet your requirements, (b) access to the web site or services will be uninterrupted, timely, secure, or error-free, (c) transmission of data to and from the web site or services will be timely or error-free, or (d) the results that may be obtained from the use of the web site or services will be accurate or reliable. You agree that company and its service provider does not endorse or are responsible for the accuracy or reliability of any information, opinion, advice or statement on the services or the web site.

## **6. LIMITATIONS OF LIABILITY**

You expressly understand and agree that company and its service provider shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (a) the use or the inability to use the web site or services; (b) the cost of procurement of substitute goods and services resulting from any data, information or services obtained or messages received or transactions entered into through or from the web site or services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the web site or services; or (e) any other matter relating to the web site or services.

In no event shall company or service provider be liable for any other loss, injury, or damages, whether direct, indirect, special, incidental, consequential, or exemplary, including lost profits (even if advised of the possibility thereof) arising in any way out of your use of the services. Except as otherwise explicitly set forth herein, company and service provider specifically disclaim and you understand that company and service provider make no warranties or representations of any kind, expressed or implied and the same are hereby excluded from these terms and conditions and all transactions contemplated hereby.

If there is a situation where the company and/or service provider have liable to you, the entire liability of the company and its service provider under any cause of action available to you regarding the subject matter of this agreement, including but not limited to use of the service, or access to the web site, shall be limited to the lesser of: (i) the amount of the payment disbursement made to you; or (ii) ten u.s. dollars (\$10). The foregoing shall constitute the company's and service provider's entire possible liability to you related to the subject matter of these terms and conditions.

Some jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts or certain situations; any specific limitation that is prohibited by law will not apply, but all other terms, conditions and limitations shall remain in full force and effect.

## **7. INDEMNITY**

You agree to indemnify, defend and hold Company and its Service Provider, and their subsidiaries, affiliates, officers, members, agents or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information you submit, post to or transmit through the Services, your use of the Services, your connection to the Services, your violation of these Website Terms and Conditions, or your violation of any rights of another.

**8. CONSENT FOR CONSUMER TO RECEIVE ELECTRONIC DISCLOSURES.** If you wish to use the Services, you agree that important information will be furnished to you electronically by Company and its Service Provider. You agree to receive all your disclosures and information related thereto (collectively "Communications") electronically rather than on paper. You agree that Company and its Service Provider shall electronically provide to you disclosures and information related to this service. You must have the ability to print or download the information.

To receive the requested Communications electronically, you will need:

- An active email address and Internet connection, along with a web-enabled device with an operating system capable of supporting items 2 and 3.
- A current version\* of an Internet browser supported by the Services, which may include: Internet Explorer 11 or higher, Microsoft Edge (Windows 10), Safari, Firefox or Chrome.
- Access to a printer or the ability to download information to keep copies for your records. You will also need a current version\* of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader.

\*By "current version", that means a version of the software that is currently being supported by its publisher and the Services.

By accessing the Web Site, you provide your consent to Company and its Service Provider to provide electronic Communications to you, as described in this form. You further affirm and confirm that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have provided or will provide to us a current valid email account, to which, we may send you electronic Communications.

## **9. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

Company will use commercially reasonable efforts to process your Payment Disbursement. However, Company shall incur no liability if a Payment Disbursement is not made in a timely manner or if it is unable to complete a Payment Disbursement because of the existence of any one or more of the following circumstances:

- You do not provide Company with all required information to complete the Payment Disbursement; or
- Circumstances over which Company has no control including, but not limited to large-scale technical malfunctions, including, but not limited to loss of access to the Internet or loss of access to the Federal Reserve System, prolonged outages of phone lines, electricity or similar infrastructure, acts of God, war, riot, civil disobedience or similar events of insurrection, governmental or court orders, regulatory or legislative changes by any local, state or federal governmental agency, strikes, work stoppages, pandemics, or other similar occurrences or circumstances.

## **10. RELIANCE ON THE INFORMATION FROM THE SERVICES**

Subject to Section 12, while Company will exercise reasonable efforts to ensure the accuracy of information on the Web Site and accessible through the Services. You acknowledge and agree that your use of the Web Site or Services, and your reliance upon any data or information accessed using the Web Site or Services, is at your sole risk. You agree to make and rely on your own independent investigation of the completeness, accuracy and suitability of any information, data, or analytical product available on the Web Site or Services before reliance thereon.

## **11. SUBMISSIONS**

Comments, suggestions and questions about the Web Site or Services can be provided to Company. Company does not, however, desire that you send, post or upload any information that is confidential or proprietary to you or to any other person or company. By submitting comments, messages, suggestions, ideas, concepts or other information (collectively, "Materials") to Company, you thereby (a) represent and warrant that such information is not confidential or proprietary to you or to any other person and (b) grant Company and its affiliates an irrevocable, perpetual, royalty-free, non-exclusive, unrestricted, worldwide license to: use, copy, publish, transmit, perform and display the Materials for any purpose; create derivative works from such Materials; and implement and use the Materials and any suggestions, concepts or ideas contained therein without compensation to you. Furthermore, you agree that Company is not responsible for the confidentiality of the Materials that you send through the Web Site or the Services.

## **12. LINKS**

As a service to you and for your convenience, the Web Site and Services may include many links to web sites operated by third parties. By providing links to third party web sites, Company is not endorsing or sponsoring such third parties or their web sites. You agree that Company is not responsible for the availability of or content on any web sites operated by third parties that may be accessible through the Services or linked to this Web Site.

## **13. TRADEMARKS, COPYRIGHTS & RESTRICTIONS**

All materials available through the Web Site or Services, including, but not limited to, text, images, illustrations, audio clips, video clips and other data, are protected by copyrights which are owned or licensed by Company. Except for the limited license granted above, you may not reproduce, perform, create derivative works from, republish, transmit, or distribute in any way whatsoever any materials from the Web Site or Services, or any other web site owned or operated by Company, without the prior written permission of Company.

#### **14. MODIFICATION AND TERMINATION**

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Web Site or Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Web Site or Services. You agree that Company, in its sole discretion, may terminate use of the Services, and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Website Terms and Conditions. You agree that any termination of your access to the Services under any provision of these Website Terms and Conditions may be affected without prior notice and acknowledge and agree that Company may immediately deactivate all related information and files and/or bar any further access to such files or the Services and/or retain some or all information and files for record keeping and other permissible purposes. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Services.

#### **15. GOVERNING LAW/ARBITRATION**

Use of the Web Site or Services and these Website Terms and Conditions shall be governed by and construed in accordance with the laws of the **State of Illinois** without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with use of the Web Site, Services or these Website Terms and Conditions shall be finally settled by binding arbitration in **Chicago, Illinois** using the then current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the **State of Illinois**, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party.

#### **16. COMPLETE AGREEMENT/SEVERABILITY**

These Website Terms and Conditions and any agreements governing use of specific portions of the Services constitute the entire understanding between you and Company with respect to the Services and your use thereof, superseding all prior written and oral communications and understandings. If any provision or portion of these Website Terms and Conditions is not given legal effect by a court of competent jurisdiction, such provision or portion shall drop out of the Website Terms and Conditions and the remaining provisions and portions of the Website Terms and Conditions shall be construed and enforced.