

San Francisco Opera Association

Terms of Service

1. INTRODUCTION

This document explains the terms for your use of the online services of the San Francisco Opera Association (referred to herein as “SFOA,” “us,” or “we”). These terms of service (“TOS”) govern your access to and use of all of the following online services: our website at <https://www.sfopera.com/>, our streaming service, SFOpera Front Row, available at <https://frontrow.sfopera.com/>, any other webpages that link to those websites (collectively, our “Websites”), our branded apps, and any of the features or functionality provided on the Websites or such apps, including our streaming service (collectively, the “Service”). This TOS also includes our terms of sale available here (“Terms of Sale”), and our ticket policy available [here](#) (“Ticket Policy”). By using the Service, you are agreeing (on behalf of yourself and any other person or organization that you represent) to be bound by these TOS. If you do not agree to these TOS, you must not use or access, and are prohibited from accessing or using, the Service.

PLEASE READ THESE TOS CAREFULLY BEFORE ACCESSING OR USING THE SERVICE AS ITS TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS VARIOUS CONDITIONS, LIMITATIONS, AND EXCLUSIONS, INCLUDING DISCLAIMERS IN SECTION 9, LIMITATIONS OF LIABILITY IN SECTION 10, AND AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 12.

BY AGREEING TO THESE TOS, YOU AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, WHICH MEANS THAT YOU WAIVE YOUR RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

2. CHANGES TO THESE TOS

2.1. TOS Changes. We may update, revise, modify, replace, or otherwise change these TOS, including our Terms of Sale and Ticket Policy, from time to time in order to reflect, for example, changes to our practices or for other operational, legal, or regulatory reasons. If we make any material changes to these TOS, we will notify you through reasonable means, such as through your Account (as defined below) or any other contact information that you have provided to us (including via email), as applicable, and by posting updates and changes to our Website s. Any changes to these TOS will be effective thirty (30) calendar days after we post the notice of the changes on our Website s. All changes will be effective

immediately for new users of the Service. Your continued access to or use of the Service following our notice of such changes also constitutes acceptance of those changes and your agreement to be bound by the terms and conditions of such changes. If you do not agree with any changed or updated version of these TOS, you must not access or use, and are prohibited from accessing or using, the Service.

2.2. Date of Updates. The terms and conditions on this page were last updated as of the date above. Our Terms of Sale and Ticket Policy are each updated as of the date provided on each of the pages on which such terms appear. We encourage you to periodically review this page and the pages hosting the Terms of Sale and Ticket Policy to stay up to date on the most recent terms and conditions governing your access to and use of the Service.

3. CONDITIONS TO USE

3.1. Age. By agreeing to these TOS, or otherwise using the Service, you represent that you are at least the age of majority in your state or province of residence (18 years old in most states), or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Service.

3.2. Applicable Law. The Service is controlled and operated by us from our offices within the United States and is not intended to subject us to the Laws of any state, country, or territory other than those of the United States, although the Service may be compliant with such Laws. If you do access or use the Service outside the United States, you are responsible for complying with all applicable local, state, federal, national, provincial, foreign, and international statutes, treaties, regulations, rules, orders, and other laws (each, a “Law”) with respect to such access or use.

3.3. Privacy. We strive to protect the privacy of any personally identifiable information you may provide to us. Our Privacy Policy describes the types of personally identifiable information may we collect about you when you access or use the Service and how we may use and disclose that information. Please read our Privacy Policy carefully before using the Service or otherwise providing us with any of your personally identifiable information.

4. PROPRIETARY RIGHTS AND RESTRICTIONS ON USE

4.1. Ownership. The contents of the Service, which include text, audio, graphics, music, video, data, images, software, and website appearances and design, are the sole and exclusive property of SFOA or our third party licensors, and are protected by copyrights, trademarks, service marks, trade names, trade dress, trade secrets, patents and other

intellectual property and proprietary rights and Laws. In addition, the Service is copyrighted as a collective work/compilation. Your acceptance of these TOS or access to or use of the Service does not transfer to you or any third party any right, title, or interest in or to the Service, except for the limited rights expressly provided in this Section 4. The names, marks, logos and other identifications of SFOA, including, “SFOpera Front Row” (collectively “Names”) are the property of SFOA. All rights in and to the Service and the Names are reserved, and no part of them may be used for any commercial or other purpose whatsoever, without our prior express written approval for each use or as expressly provided in these TOS.

4.2. License. We hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service, subject to these TOS (including the prohibitions and restrictions in Section 5), exclusively for personal, non-commercial, and educational purposes. Such use is subject to additional restrictions or Laws that govern individual files or programs. Modification of any part of the Service, including any contents contained in the Service, for any purpose, or use of any part of the Service on any other website or networked computer environment, is prohibited and is a violation of SFOA’s or our third party licensors’ rights. Nothing contained in these TOS will be construed as conferring any license or right under any of our or our third party licensors’ copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights, whether by implication, estoppel, or otherwise. There are no implied licenses.

4.3. Attribution. If you make any public use of the Service, including any contents within the Service, you must cite the author and source of such contents along with the Website from which such contents originates (e.g., <https://www.sfopera.com/> or <https://frontrow.sfopera.com/>).

4.4. Account. In order to access or use certain parts of the Service, you may be required to register for or create an account on our Websites or in our apps (each, an “Account”). When you register an Account, you will create a unique username and password. You are responsible for maintaining the confidentiality of your Account and for all activities that occur under your username and password, including any purchases, returns, or exchanges of any products that we may make available to you or for any tickets to our events. You agree not to provide any other person or entity (other than a person or entity that you represent in connection with your access to or use of the Service) with access to all or any part of your Account. Please notify us immediately if you suspect unauthorized use or a breach of security of your Account, username, or password or otherwise with respect to the Service. If we have reason to believe that there is likely to be a breach of security or misuse of your Account or the Service through your Account, we may require you to change your

login details, including any usernames or passwords associated with your Account. You agree that all information you provide to us through your Account, is complete, accurate, and up-to-date, and that you will update any information provided to us through your Account, including your name, email, phone number, billing and shipping addresses, and/or any other related information (as applicable), promptly after any such information has changed. Without limiting any other provision in these TOS, including in our Terms of Sale, you agree that we may rely on the information you provide to us through your Account and that we are not responsible, and you will not hold us liable, for any inaccurate notifications or other communications, or billing or shipping fees, that we may send or charge to you based on such information.

4.5. Feedback. If you send any feedback, submissions, ideas, suggestions, proposals, plans, testimonials, reviews, questions, comments, notes, concepts, or other similar information or materials to us, whether online, by email, by postal mail, or through the Service, or in connection with your Account (collectively, "Feedback"), you agree that we may, at any time and without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any such Feedback for any lawful purpose and that we are under no obligation to: (a) maintain any Feedback in confidence or treat such Feedback as proprietary to you; (b) pay compensation for any Feedback; or (c) respond to or use any Feedback. You represent and agree that your Feedback will not violate any right of any third-party, including any intellectual property, personal, or proprietary right. You are solely responsible for any Feedback you make, including for the completeness and accuracy of such Feedback. We take no responsibility and assume no liability for any of your Feedback or the Feedback of any third-party. You agree that you will not submit any information or ideas (including Feedback) to us that you consider to be confidential or proprietary, whether through the Service or otherwise.

5. RESTRICTIONS ON USE

5.1. Prohibited Uses. In addition to any other prohibitions set forth in these TOS, you agree that you will not use, or assist others in using, the Service or any products we may make available: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any Laws; (d) to infringe upon or violate our or our third party licensors' intellectual property or other rights or the intellectual property or other rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit to us or publish any false or misleading information, including Feedback; (g) for any obscene or immoral purpose; or (h) to impersonate or attempt to impersonate SFOA, or any of our parents, subsidiaries, affiliates, third party

licensors, employees, or another visitor or user of the Service, or any other person, entity, or organization.

5.2. Other Restrictions. Except as set forth herein, you further agree that you will not, and will not assist others to: (a) copy, publish, reproduce, transmit, frame, hyperlink, upload, post, sell, resell, sublicense, transfer, or otherwise distribute in any way, or create derivative works from, the Service or our Names, in any form or in any medium, without our express prior written consent; (b) provide, obtain, attempt to gain, or facilitate unauthorized access to the Service or any server or device connected to the Service; (c) disable, overburden, damage, or impair our or our service providers' servers or networks, including via a denial-of-service or similar attack; (d) use any robot, spider, or other automatic device, process, or other means to crawl, scrape, or otherwise access the Service, for any purpose, including monitoring or copying the Service or in connection with the development of any artificial intelligence or machine learning algorithm, system, or technology; (e) use or copy the Service in order to spam, phish, pharm, pretext, or engage in similar acts; (f) interfere with or circumvent any security features on the Service; (g) introduce into the Service or use the Service to store or transmit any viruses, Trojan horses, worms, logic bombs, spyware, or other malicious code that will or may be used in any way to affect the functionality or operation of the Service or any related websites, hardware, firmware, software, or equipment; or (h) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property rights notices on or in the Service, Names, or in any products we may make available.

5.3. Termination. Without limiting Section 8 below, we reserve the right to terminate your use of the Service or your Account, for performing or engaging in any of the uses prohibited or restricted under these TOS, including in this Section 5.

6. ADDITIONAL TERMS

6.1. Terms of Sale. Our store is hosted on Shopify Inc. ("Shopify"). Shopify provides us with the online e-commerce platform that allows us to make certain products available to you. Certain products may be available exclusively online. These products may have limited quantities and are subject to our Terms of Sale and Shopify's terms of service. Please read our Terms of Sale and Shopify's terms of service carefully before purchasing any products on or through the Service, as those terms contain important information regarding shipping, handling, returns, exchanges, fees, and other important information concerning our products. Under California Civil Code Section 1789.3, California users may be entitled to the following consumer rights notice: If you have a question or comment about any purchases made on the Service, you may contact us using the information provided in Section 14 below . California residents may reach the Complaint Assistance

Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210. Opera Shop Terms of Service can be found [here](#).

6.2. Ticket Policy. SFOA offers tickets to our events online through the Service. Your purchase of tickets to our events is subject to our Ticket Policy. This Ticket Policy governs all sales, subscription terms, exchanges, downloads, pricing and fees, and other important details regarding tickets. Accordingly, please read our Ticket Policy carefully. If you have any questions or concerns, don't hesitate to call our friendly Box Office staff at (415) 864-3330 or contact us at patronservices@sfoopera.com. Please note we cannot accept exchange or ticket donation requests via email. You can also refer to our ticket-related FAQs for more details.

6.3. Order of Precedence. Our Terms of Sale and Ticket Policy are meant to supplement the terms and conditions provided on this page and all such terms are meant to be read together. However, if there is a conflict between any provisions provided on this page and in our Terms of Sale and Ticket Policy, the provisions provided on this page will control, unless otherwise specifically stated on this page. If there is a conflict between any of the provisions in our Terms of Sale and Ticket Policy, the provisions applicable to your use of the relevant Service will control, but only with respect to that Service (e.g., the provisions of the Ticket Policy will control over the Terms of Sale with respect to your purchase of any tickets to our events).

6.4. SFOpera Front Row. Use of our streaming Service, SFOpera Front Row, requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the streaming Service involves hardware, software, and Internet access with sufficient bandwidth, your ability to use it may be affected by the performance of these factors. High speed Internet access is required. You acknowledge and agree that such system requirements, which may be changed from time to time, are your, and not SFOA's, responsibility.

6.5. Donations. We may provide you with the option to donate to our activities through the Service. If you decide to donate through the Service, please be aware that: (a) all donations and contributions are final and non-refundable except as otherwise provided by Law; (b) donations to SFOA are not tax-deductible as charitable contributions for federal income tax purposes; (c) we use industry-standard security measures to protect your payment information; and (d) SFOA may be required by Law to publicly disclose your donation to SFOA on federal filings. Additionally, if you make a donation to SFOA through the Service, you certify that: (i) you are a United States citizen or lawfully admitted

permanent resident (i.e., green card holder); (ii) your donation is made from your own funds, and funds are not being provided to you by another person or entity for the purpose of making your donation; (iii) you are at least 18 years old; and (iv) you are not a federal contractor.

6.6. Promotions. We or our authorized collaborators may operate sweepstakes, contests, and promotions (each, a “Promotion”) through the Service . You should carefully review any official rules or other additional terms for each Promotion in which you participate, as those terms may contain additional important information regarding our rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotions. To the extent that the terms and conditions of those official rules or other terms conflict with these TOS, the terms and conditions of those official rules or other terms for each Promotion will control for that Promotion.

7. OTHER SITES AND PRODUCTS

You acknowledge that third-party sites, content, products, or services (“Third-Party Sites”) that may be linked to the Service are not under the control of SFOA, and you agree that we are not responsible for the content, advertising, products or other materials presented on such Third-Party Sites. We neither monitor nor have any control nor input over any Third-Party Sites and all links to Third-Party Sites are provided only for your convenience. Access to and use of any Third-Party Sites are governed under the terms, conditions, policies, and practices of the owners or operators of such Third-Party Sites. Accordingly, you should carefully review such terms, conditions, policies, and practices before accessing or using any Third-Party Sites. Any concerns regarding any services or resources provided on any Third-Party Sites should be directed to that Third-Party Site. You further acknowledge and agree that any links to Third-Party Sites provided by us do not constitute or imply any endorsement, recommendation, acceptance or favoring by SFOA of such Third-Party Sites, any products offered therein, opinions, or any content thereof. Without limiting any other provision in these TOS, we shall have no liability for any loss or damage incurred as a result of your access to or use of such Third-Party Sites.

8. TERMINATION

These TOS are effective unless and until terminated by either you or us. You may terminate these TOS at any time by notifying us that you no longer wish to use the Service, or when you cease using the Service and your Account. We reserve the right to suspend your access to or use of the Service, including your Account, for any reason at any time . We will use reasonable efforts to notify you of any such suspension, such as through your Account or through any other contact information that you have provided to us (including via email),

as applicable. If, in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision in these TOS, we may terminate these TOS at any time without notice and you will remain liable for all amounts due up to and including the date of termination. In connection with such termination, we also reserve the right to deny you access to the Service (or any part thereof, including your Account) and to take any other legal actions necessary to protect the Service and/or enforce our rights.

9. DISCLAIMERS

9.1. THE SERVICE AND THIRD-PARTY SITES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. WE DO NOT GUARANTEE THAT THEY WILL MEET YOUR REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THERE IS NO WARRANTY OF ANY KIND AS TO THE RESULTS OBTAINED FROM, OR THE ACCURACY, RELIABILITY, VALIDITY OR COMPLETENESS OF, ANY INFORMATION OR OTHER MATERIALS AVAILABLE ON THE SERVICE OR THIRD-PARTY SITES. ANY DOWNLOADING OF ANY CONTENTS ON THE SERVICE OR THIRD-PARTY SITES IS AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA WHICH MAY RESULT FROM SUCH DOWNLOAD.

9.2. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE OR THIRD-PARTY SITES IS AT YOUR SOLE RISK. THE SERVICE AND THIRD-PARTY SITES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SFOA HEREBY DISCLAIMS ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FEATURES AND FUNCTIONS CONTAINED ON THE SERVICE OR THIRD-PARTY SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, THIRD-PARTY SITES, OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL OR DESTRUCTIVE COMPONENTS, NOR DO WE MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF, THE SERVICE OR THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, USEFULNESS, TIMELINESS OR OTHERWISE. WE DISCLAIM ALL EQUITABLE INDEMNITIES. YOU, AND NOT THE SFOA, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS, OR CORRECTIONS REQUIRED TO ACCESS AND USE THE SERVICE AND/OR THIRD-PARTY SITES.

9.3. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SUCH EXCLUSION MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

10.1. YOU EXPRESSLY AGREE THAT SFOA AND OUR PARENTS, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, AND LICENSORS (COLLECTIVELY, THE “SFOA PARTIES”) SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR DAMAGE WHATSOEVER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, ACTUAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE, INCLUDING FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, THIRD-PARTY SITES, OR ANY CONTENTS CONTAINED THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE, OR YOUR REMEDY OTHERWISE FAILS IN ITS ESSENTIAL PURPOSE.

10.2. BY USING THE SERVICE, YOU WAIVE ANY CLAIMS YOU MAY HAVE AGAINST ANY SFOA PARTY WHICH MAY RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICE. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THESE TOS, IF YOU ARE DISSATISFIED WITH THE SERVICE OR THE CONTENTS CONTAINED THEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

10.3. BECAUSE APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE EXCLUSION THEREOF MAY NOT APPLY TO YOU, BUT WILL, IN ANY EVENT, APPLY TO THE MAXIMUM EXTENT PERMISSIBLE.

10.4. REGARDLESS OF ANY OTHER PROVISION IN THESE TOS, INCLUDING IN THIS SECTION 10, IN NO EVENT SHALL ANY SFOA PARTY’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING TO NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF: (A) THE AMOUNT PAID BY YOU IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICE; OR (B) ONE-HUNDRED DOLLARS (\$100.00 USD).

11. INDEMNIFICATION

You agree, at your sole cost and expense, to indemnify, defend and hold harmless the SFOA Parties, from and against any and all third party claims, demands, causes of action, judgments, losses, fines, penalties, deficiencies, damages, liabilities, costs and expenses (including attorneys’ fees, costs of settlement, and costs of litigation or mediation) incurred in connection with, or arising out of: (a) your violation or alleged violation of these TOS, any applicable Law, or any third party’s rights, including intellectual property or proprietary

rights; (b) your use of or inability to use the Service or any product or service related thereto; (c) your submission or our use of your Feedback; and (d) any donation you make through the Service.

12. MANDATORY ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. YOU AND SFOA ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THESE TOS OR YOUR ACCESS TO OR USE OF THE SERVICE. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

12.1. Mandatory Arbitration. You hereby agree that, except as provided in Section 12.7 below, any claim, dispute, or controversy between you and SFOA, whether brought by you or by SFOA, arising out of or relating in any way to these TOS or your access to or use of, or inability to access or use, the Service must be resolved through final, binding, and confidential arbitration located in San Francisco County, California, or, if mutually agreed between you and us, via other remote means.

12.2. Arbitration Procedures. The arbitration will be administered by JAMS in accordance with its then-current Comprehensive Arbitration Rules and Procedures for commercial contracts. The parties will mutually agree on an arbitrator, provided that if the parties cannot agree on an arbitrator within ten (10) days, JAMS will choose the arbitrator. In rendering an award, the arbitrator shall apply the governing law stated in Section 13.1 below, except that the Federal Arbitration Act will govern the interpretation and enforcement of this Section 12.

12.3. Arbitral Authority. Unless you opt-out of arbitration as described below, and except with respect to the class arbitration waiver in Section 12.4, the arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, formation, arbitrability, or enforceability of this arbitration provision, including any challenge that the arbitration provision or these TOS are void, voidable, or otherwise invalid. There is no judge or jury in arbitration, the arbitration will be subject to different rules than the rules that would apply in court, and court review of arbitration awards is limited. The arbitrator will, however, be empowered to grant whatever relief would be available in court under law or in equity (including injunctive and declaratory relief and statutory damages) and must follow the provisions in these TOS,

as a court would. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

12.4. **Class Action Waiver.** You agree that all arbitrations will be conducted on an individual, and not a class-wide, basis. An arbitrator will have no authority to certify a class or award class-wide relief. The arbitrator is authorized only to award relief on behalf of the individual parties and only to the extent of their individual claims. **YOU ACKNOWLEDGE AND AGREE THAT UNLESS YOU AND SFOA OTHERWISE AGREE IN WRITING WITH REGARD TO ANY CLAIMS ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICE, YOU WILL NOT BE ENTITLED TO SEEK TO, AND AN ARBITRATOR OR COURT MAY NOT, JOIN OR CONSOLIDATE YOUR CLAIMS WITH ANY OTHER SIMILAR CLAIMS OF ANY OTHER PERSON OR PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitrator has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

12.5. **Opt-Out.** You can opt out of this arbitration provision within 30 days of the date that you first agreed to these TOS or any subsequent revisions to this Section 12. If you opt out of a subsequent revision, you will remain bound by the prior version of this Section unless you previously opted out of that version. To opt out, you must send your name and address, and username, email address, or phone number associated with your Account (if applicable), along with a clear statement that you want to opt out of this arbitration agreement, to us using the contract information in Section 14 of these TOS.

12.6. **Proceedings in Court.** If for any reason, a claim proceeds in court rather than arbitration under this Section, the claim shall be resolved exclusively (except as provided in Section 12.7) in the appropriate state and federal courts located in San Francisco County, California . Both parties hereby irrevocably and unconditionally consent to the venue and jurisdiction of such courts, and waive all defenses, including for lack of personal jurisdiction and inconvenience of the forum, with respect to such courts for the adjudication of such claims.

12.7. **Exclusions.** Notwithstanding anything else in these TOS to the contrary, including in this Section 12, any claims alleging efforts to interfere with the Service or engage with the Service in an unauthorized or illegal manner, and any claims for equitable or other injunctive relief provided in Section 13.2, shall not be subject to the mandatory arbitration provisions in this Section 12. In addition, you or SFOA may assert a claim in small claims court in the United States if such claim qualifies; provided that, it is brought and maintained solely as an individual claim and in San Francisco County, California.

13. OTHER

13.1. **Governing Law.** These TOS, and all transactions and communications between you and SFOA, shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these TOS.

13.2. **Equitable Relief.** Notwithstanding any other provision in these TOS, including in Section 12, you acknowledge and agree that your actual or threatened breach of these TOS will cause irreparable injury to SFOA for which monetary damages would be an insufficient remedy. Accordingly, SFOA shall have the right to equitable or other injunctive relief in any court with competent jurisdiction and without any obligation to post any bond, to remedy, limit, or mitigate the effect of such breach. The remedies set forth in this Section are in addition to, and not in lieu of, any other remedies available to SFOA under these TOS, at law, or in equity.

13.3. **Contractual Limitations Period.** You agree that, regardless of any Law to the contrary, any controversy, claim, or cause of action arising out of or relating to the Service and/or these TOS must be filed within one (1) year of the date the controversy, claim or cause of action arose or will be forever barred as untimely.

13.4. **Electronic Communications Notice.** Sending us emails, completing online forms, or otherwise communicating with us through the Service, including through your Account, constitute electronic communications . You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, the Service, or through your Account, satisfy any legal requirement that such communication be in writing. In order to retain copies of any electronic communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICE OR YOUR ACC OUNT.** You hereby waive any rights or requirements under any Laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments, donations, or the granting of credits by any means other than electronic means.

13.5. **General.** If any provision of these TOS shall be unlawful, void, or for any reason unenforceable, then that provision is and shall be deemed severable from these TOS and shall not affect the validity and enforceability of any remaining provisions . SFOA's failure

to enforce any provision of these TOS against you or anyone else is not and shall not be deemed a waiver of such provision nor of the right to enforce such provision against you. Headings of sections contained herein are meant for convenience only and do not limit in any way the applicability or force of any provisions herein. The word “including” and any variation of that word, means “including without limitation,” and variations of defined terms have the meanings the context requires.

13.6. Entire Agreement. These TOS, including our Terms of Sale and Ticket Policy, constitute the entire agreement between us and you relating to the subject matters herein.

14. CONTACTING US

Questions about these TOS, or the Service, or any other notices required or permitted under these TOS, must be sent to us by email at patronservices@sfopera.com and/or by postal mail at:

San Francisco Opera Association
301 Van Ness Avenue
San Francisco US 94102