

Aquarium of Boise's Terms and Conditions

TICKET REFUND POLICY

All tickets are nontransferable and nonrefundable. No substitutions, extensions, or changes will be given.

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Any conduct by you that in our sole discretion restricts or inhibits any other user from using or enjoying the Site will not be permitted. You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If you post any material that we deem inappropriate or offensive or material that does not support the Aquarium of Boise's mission, we may suspend or terminate your account and refuse any and all current and future use of the Site.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

You agree not to access the Site by any means other than through the interface that is provided by us for use in accessing the Site.

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DISCLAIMERS

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Further, we explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site from third parties not associated with us. We encourage discretion when browsing the Internet using our or anyone else's service. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third-party sites, and you hereby irrevocably waive any claim against us with respect to such sites.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (i) THE USE OF OR INABILITY TO USE THE SITE, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders 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 Content you submit, post to or

transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms of Use, or your violation of any rights of another.

EXPORT

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations - including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the Site to either a foreign national or a foreign destination in violation of such laws.

OUR RIGHTS

We may elect to electronically monitor areas of the Site and may disclose any Content, records, or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property or the rights of the users, Sponsors, Providers, Licensors, or Merchants. We are not responsible for screening, policing, editing, or monitoring such Content. If notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site.

We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party Provider, Merchant, Sponsor, Licensor, service provider, or us.

LINKS TO THIRD PARTY SITES

Occasionally, we may make available a link to a third party's web site. These links will let you leave the Site. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience. We do not endorse the site or its use or contents.

SUBMISSIONS

We are pleased to hear from our customers and welcome your comments regarding our products, including the Site. We request that you be specific in your comments on our services and products. If you send us comments, suggestions, ideas, materials, notes, drawings, concepts, or other information (collectively, "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, you agree that we shall exclusively own and hereby assign to us without compensation or further obligation all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions, including the right to publish on the Site or elsewhere and to use the

Submission, including any suggestions, ideas, etc. contained herein.

APPLICABLE LAW

We control the Site from our offices within the United States of America. We make no representation that the Content in the Site is appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations. Any claim relating to the Site, the services provided through the Site or the Content shall be governed by the internal laws of the state of Idaho, without reference to its choice of law provisions.

TERMINATION

These terms are effective until terminated by either party. If you no longer agree to be bound by the Terms of Use, you must cease your use of the Site. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site with or without notice. You agree that any termination of your access to the Site may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Site. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Site.

SHIPPING ADDRESS

To make purchases on the Site, you must have a shipping address in the United States or use an APO/FPO U.S. military address.

GENERAL INFORMATION

These Terms of Use constitute the entire agreement between us (you and us) and govern the use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

COLLECTION AND TRACKING OF PERSONAL INFORMATION

So that we can provide you with the most efficient and enhanced service, we request information about you, your company, employees and/or participants. We collect personally identifiable information such as names, email addresses and demographic information such as age, gender, address and zip code. We also may collect your IP address, browser type, domain name, access times and referring Web site address. This information is collected both during registration on

this Site or in response to specific requests. Information collected at www.aquariumboise.net Web site will be available within the Aquarium of Boise's family of Web sites.

WHAT WE DO WITH COLLECTED INFORMATION

We use personal information so that we may display custom, personalized content to our guests and send newsletters, emails, features, promotional material, coupons, surveys and other updates to our users. A user may, at any time, opt out of receiving such information. We also use collected information to evaluate and administer our service, respond to any problems that may arise and to gauge user trends to determine what part of our services are most popular with users.

We may extend offers to users on behalf of our partners about a particular product or service that may be of interest to you, but we will never give out your name or personal information at any time without your permission. As result, although Aquarium of Boise may receive a fee from our partners for this service, Aquarium of Boise sends all the offers so that your personal information is never shared with any outside third party.

We may, at times, produce reports for advertisers containing aggregate information about our users such as demographic, age and online usage information. This allows us to work more closely with advertisers to provide content and offers that are most relevant to our users. We will never include any personal information of our users in these reports.

We reserve the right to use or disclose any information without notice or consent as needed to satisfy any law, regulation or legal request; to conduct investigations of consumer complaints or possible breaches of law; to protect the integrity of our site and our property; to protect the safety of our visitors or others; to fulfill your requests; or to cooperate in any legal investigation.

You should be aware that if you voluntarily disclose information online (whether through Aquarium of Boise's customer services or any other service available online), personal or otherwise, that information can be collected and used by others.

CONTROLLING YOUR PERSONAL INFORMATION

A user may, at any time, change, correct, modify or delete any personal information they may have provided to Aquarium of Boise by contacting our Front Desk at:

Aquarium of Boise

64 N Cole Rd.

Boise, ID 83704

208-375-1932

CHANGES TO OUR PRIVACY POLICY

We will occasionally update this Privacy Policy as necessary to maintain the highest protection for our users and to comply with a changing environment. We recommend that you check the policy when you visit our site to be sure you are aware of and understand our current policy. If we make material changes to this policy or in how we will use or collect your personally

identifiable information, we will prominently post such changes prior to implementing the change. We will not make changes in how we handle previously collected personal information that have retroactive effect unless legally required to do so.

COPYRIGHT COMPLAINTS

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work

Merchant's Delivery Methods

Tickets purchased on www.aquariumboise.net are sent immediately after purchase via email and through an online confirmation page.

Customer Service

For any questions about Aquarium or tickets purchased, please contact:

Aquarium of Boise
64 N Cole Rd.
Boise, ID 83704
208-375-1932