



## Terms & Privacy Policy

### I. TERMS

Please review these Terms carefully.

**IMPORTANT: THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU (AS WELL AS THE BELOW NAMED COMPANY AND VENDOR) ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

**1. Introduction.** Please read these terms (as may be amended from time to time, these "Terms") carefully. These Terms govern all aspects of this website ("Website"). This Website is owned by Internet Referral Services, LLC ("Company") and is operated in part by Company and in part by a third-party ("Vendor") that provides a platform to Company as part of the services that allows third-party ticket resellers (each a "Ticket Reseller" and collectively "Ticket Resellers") to list tickets for sale through the platform. When you select a ticket listing on the website, you will check out on a page that is hosted and operated by Vendor. Vendor also provides the following services to the Company: processing orders, verifying order details and confirming validity of payment information, charging your credit or debit card, coordinating delivery, and customer service.

These Terms collectively refer to Company and Vendor as "we", "our", or "us".

We do not own the tickets listed on Website. We are not the seller or reseller of the tickets.

If you do not accept these Terms or you do not meet or comply with its provisions, you may not use this Website or any services offered through this Website.

These Terms are effective as of April 30, 2021.

**2. Disclaimer of Affiliation with Box Office.** We are not the official box office, any venue's licensed ticket agent, or affiliated in any way with any venue, promoter, team, league or organizing group, nor are any of us associated with any official organizer of the events for which tickets are listed on this Website.

**3. Binding Agreement.** By using this Website, you accept these Terms and agree that they are binding upon you. You represent that: (i) you are legally able to enter into this binding contract; (ii) you are not a resident or citizen of Quebec or Nevada; (ii) if you are between the ages of 13 and 17, you are purchasing tickets under the supervision of and with the consent of a parent or guardian; and (iii) you will not use (or plan, encourage or help others to use) this Website for any purpose or in any manner that is prohibited by these Terms or by applicable law. If you are under the age of 13, you are prohibited from using this Website. If you are a resident or citizen of Quebec or Nevada, you are prohibited from using this Website. It is your responsibility to ensure that your use of this Website complies with these Terms and all applicable laws.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to us and our third-party service providers, your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See our Privacy Policy for how we treat your data.

**4. Changes in Terms.** We may update these Terms, at our sole discretion, from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms to the

Website. Any such changes will not apply to any dispute arising prior to the date on which the revised Terms were posted on the Website incorporating such changes or you were otherwise notified of such changes. You agree that it is your responsibility to regularly check the Terms for any update. Your continued use of this Website following our posting of the revised Terms constitutes your acceptance of the revised Terms. The "These Terms are effective as of" notice above indicates when these Terms were last changed.

**5. Key Sales Terms.** We would like to emphasize the following key sales terms:

- All orders placed on this Website are considered requests to purchase until you receive confirmation of the availability of the tickets and acceptance of your order by the Ticket Reseller.
- All sales are final; there are no cancellations, returns, or exchanges, except as expressly provided in these Terms or as may be required by law.
- If an event is canceled and not rescheduled, you will be eligible for a credit (or, in our sole discretion, a cash refund) subject to the requirements set forth in these Terms. If an event is postponed or rescheduled, your order will not qualify for a credit and your tickets will be valid for the rescheduled date, unless otherwise required by applicable law.
- Ticket prices may be above the "face value" listed on the ticket (they may also be below the "face value"). All ticket transactions include additional service charges and handling fees. If you select the optional event ticket insurance, the amount listed for insurance costs will be billed separately. Insurance costs are not refundable.
- Confirmed orders may be filled with comparable or upgraded tickets.
- When you purchase a ticket, you receive a 100% Guarantee, as detailed in Item 7 below.
- If, for reasons of maintaining social distancing or other safety reasons related to the COVID-19 pandemic, venue security or other personnel relocate you to a location within the venue that is different from the seating location that you had ordered, such relocation will not qualify you for a refund or for other compensation.

**6. Ordering Tickets.** Once you have selected tickets for purchase, you will fill out and submit the information requested on this Website, which constitutes an order. This order is an irrevocable offer to purchase the tickets that remains outstanding for the shorter of the Ticket Reseller's acceptance of the order or 30 days from the date that you submit the order. Once you submit the order, you cannot cancel or retract it. Upon the submission of the order, a hold will be placed on your credit or debit card for the funds necessary to purchase these tickets. You will receive an email promptly after you place your order. Neither of these actions complete the sale. Rather, a completed sale is dependent on the Ticket Reseller's acceptance of the order and notice of confirmation to you that the order is accepted. Upon the Ticket Reseller's acceptance of the order, your credit or debit card used in placing the order will be charged. Please note that the price you pay may be higher than the face value of the tickets. A large number of Ticket Resellers list their tickets on Vendor's platform and are displayed on this Website. We are not able to confirm the veracity or conformity of every order. We are not responsible for typographical errors within the ticket inventory listed for sale. When an error is found in processing your order, you will be notified of the error and provided with available options, including the option of cancelling your order.

**7. One Hundred Percent Guarantee.** The 100% Guarantee means (i) that your transaction will be safe and secure, (ii) the tickets will be delivered prior to the event, (iii) the tickets will be identical, comparable, or better than the tickets you ordered, and (iv) the tickets will be valid and authentic. Your only recourse under this 100% Guarantee is compensation of the purchase price (including delivery charges, less possible restocking fees), in the form of credit for use on a future purchase or as a cash refund, as determined at our sole discretion except where prohibited by law. Please note that insurance costs will not be refunded and Item 12 below addresses canceled and postponed events.

**8. Event Dates and Times Subject to Change.** Event date, times, venue and subject matter may change. We are not always notified of such changes. It is your responsibility to monitor the event and to confirm any changes to the event with the entity putting on the event. In certain

instances, a venue, promoter, or the entity putting on the event may require a ticket holder to relocate his or her seat or otherwise change the seating configuration in a manner beyond our control. You agree that we will not be liable or responsible for any such change and will not be obligated to provide a credit or any other compensation in the event such a change occurs.

**9. Denial of Admission.** If you have difficulty getting into an event that occurs using the ticket you purchased from a Ticket Reseller, you are required to contact Vendor at 1-844-544-4036 immediately for assistance. If the problem is not resolved, it is your responsibility to obtain proof from the venue of denied entry. Upon receipt of valid proof that the tickets failed to provide you entry, or if Vendor otherwise determines in Vendor's sole discretion that the ticket was invalid, your sole remedy will be to receive a full refund of the price charged for the ticket and all service charges and delivery fees. Insurance costs will not be refunded.

Due to public health safeguards required by COVID-19 pandemic, your tickets and admission to the event are subject to all safety and health policies required by the venue where you will attend the event. You agree that, as deemed necessary by the venue, the venue may continue to develop and update these policies between the time that your purchase occurs and the event date. By using tickets, you agree that you will comply with such policies and your attendance at the event is conditioned on such compliance. If your admission to the event is denied or revoked because you have willfully failed or refused to comply with any such safety and health policies of the venue, you will not be eligible for any compensation from Company or Vendor.

**10. Lost, Stolen, or Damaged Tickets.** Please keep your tickets in a safe place. We are not responsible for lost, stolen, damaged or destroyed tickets and are under no obligation, and, in many instances, are not able, to replace tickets. Please note that direct sunlight or heat can damage certain types of tickets. If you request that we submit a request to the Ticket Reseller for a re-issue of tickets, your credit or debit card will be charged a reissue fee of 15% of the order total (ticket price, service charges and delivery fees), up to a maximum of \$200.00. If the Ticket Reseller is unable to re-issue the tickets, you will be refunded this 15% reissue fee.

**11. Orders Fulfilled with Comparable or Upgraded Tickets.** We reserve the right to replace tickets that you offered to purchase or ordered on this Website with comparable or upgraded tickets. When this occurs, we will be deemed to have fulfilled our obligations under these Terms. Determinations of "comparable" and "upgraded" are made at Vendor's reasonable discretion. Should we fail to cause the delivery of any confirmed ticket purchase, our sole obligation or liability shall be limited, unless otherwise required by applicable law, to the return by Vendor of the ticket price, service charges, and delivery fees paid by you with respect to the undelivered ticket. Unless otherwise prohibited by applicable law, we reserve the right to cancel your order at any time for any reason, in which event we will provide you a full refund of the price paid for the ticket and all services charges and delivery fees. Insurance costs are not refundable. Due to the large volume of Ticket Resellers listing tickets on this Website, locations, descriptions and pricing of similar or equal tickets may vary. It is your responsibility to verify any possible inconsistency or discrepancy in the ticket location, description and/or price by calling Vendor at 1-844-544-4036 before the order is placed.

**12. Canceled and Postponed Events.** All sales are final. Unless otherwise required by applicable law, postponed or rescheduled events will not be refunded. Vendor, in its sole discretion, will determine when an event is canceled. If your event is canceled, you will be sent notice of the cancellation. If you return your tickets within 14 days after our notice was sent that the event is canceled, we will provide you with a credit for the purchase price (inclusive of the ticket price, service charges and delivery fees paid by you) for use on a future purchase (except we may, in our sole discretion and in lieu of a credit, choose to provide you with a cash refund of this amount). No credit or cash refund will be made unless you return your tickets within 14 days after our notice was sent that the event is canceled.

If, for reasons of maintaining social distancing or other safety reasons related to the COVID-19 or a similar public health crisis, the entity putting on the event has announced a seating or attendee capacity reduction of greater than 15%, then, at our sole option, we reserve the right to cancel tickets for seating locations eliminated by the venue or to deem such event canceled in its entirety. In the event that we deem an event canceled in its entirety based on a reduction in capacity: (i) all

outstanding orders for such event will be canceled; and (ii) the event will be reposted for sale with the adjusted capacity and known restrictions. Any buyers whose tickets have been canceled pursuant to this paragraph shall receive compensation for such cancellation as described above.

**13. Delivery of Tickets.** In most cases, tickets will be delivered by the method and timeframe designated in the ticket listing. Photo ID may be required to accept delivery. For listings with no designated delivery method, tickets typically will be shipped via UPS. Tickets may not ship out immediately. In all cases, we reserve the right to deliver tickets for any order as late as one (1) hour prior to the event. Valid delivery services on the day of the event may include, in our sole discretion, Will Call at the venue box office, email (when applicable), or courier or pick up at a location outside the venue designated by Vendor. Delivery designations, such as "e-Tickets" or "Instant Download", do not constitute guarantees of delivery any sooner than the day of the event. Typically, such tickets will be delivered as designated. However, in some cases, delivery may first require additional verification or be subject to delays on behalf of the Ticket Reseller. It is your responsibility to contact us if you do not receive your tickets within 48 hours before the event. Failure to do so may disqualify you from receiving a refund for any ticket you claim was not delivered, unless failure to receive notice is waived by us, in our sole discretion, or except as otherwise required by applicable law.

**14. Payment Options.** As a buyer, you grant Vendor permission to charge your credit or debit card for the purchase of tickets. Visa, Mastercard, Discover, American Express and PayPal are valid payment methods for purchasing tickets.

**15. Ticket Holder Behavior Policy.** You agree to abide by all rules and policies of the venue, promoter and anyone else responsible for putting on the event. Should you fail to abide by those rules and policies, you shall be subject to all applicable fines and legal or other expenses associated therewith. Further, should any violation by you result in the loss of the Ticket Reseller's or an original ticket holder's season ticket rights or right to use any other tickets at that venue, or the right to purchase other tickets from that venue, you shall be liable for all costs, expenses and losses associated with such loss including, but not limited to, all direct, indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits.

**16. Unlawful Activity.** We prohibit the use of this Website for any unlawful conduct. You agree to comply with all applicable local, state, federal and international laws, ordinances and regulations. Without limiting the foregoing, by using this Website, you agree not to use any false personal information or use an invalid or unauthorized credit or debit card and you agree not to use or permit anyone to use information provided through this Website for any unlawful or unauthorized purpose.

**17. Investigations and Consequences.** A purchaser who is the subject of a complaint or whom we believe may have violated these Terms or applicable law will be subject to investigation by us. You agree to cooperate fully in such investigation, including, but not limited to, providing any and all information demanded by Vendor and/or Company. If either Vendor or Company finds, in its sole discretion, that a user: (a) is unwilling to cooperate with any investigation; (b) has engaged in any illegal, unlawful or fraudulent conduct or otherwise violated these Terms or applicable law or has acted in concert with anyone so engaged; or (c) has provided information that we are unable to authenticate or verify, we may take any action that either of us deems appropriate in its sole discretion, including, but not limited to, canceling orders, issuing a warning, blocking your access to this Website, preventing you from finalizing pending transactions, or exercising any other remedy available to us (including civil, criminal, injunctive or other equitable relief). You agree that monetary damages may not provide a sufficient remedy to us for violations of these Terms and may be difficult to ascertain or calculate and you consent to injunctive or other equitable relief for such violations.

We reserve the right to report to appropriate law enforcement authorities or other relevant third parties any activity that either Vendor or Company believes, in its sole discretion, may in any way violate any applicable local, state, federal or international law.

## **18. Copyright Complaints.**

**18.1 Complaints:** Company respects the intellectual property of others. It is Company's policy to

respond to claims of copyright and other intellectual property infringement. Should you wish to file a copyright infringement notification, you will need to send Company a written communication that includes all of the following, based on Section 512(c)(3) of the Digital Millennium Copyright Act (DMCA):

- A physical of a person authorized to act on behalf of the owner of the material that has allegedly been infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works on a single online site are covered by a single notification, a representative list of such works at that site. \*Please provide the URL(s) in the body of the letter, as this will help in identifying the potentially infringed material.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. \*Please provide the URL(s) in the body of the letter, as this will help in identifying the potentially infringing material.
- Contact information of the complainant.
- A statement that the complainant has a good faith belief that use of the material in the manner complained of is a copyright violation.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complainant is authorized to act on behalf of the owner of material that has allegedly been infringed.

Company will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Company may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Company will terminate access for Users who are repeat infringers.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright or if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommend seeking advice of an attorney.

**18.2 Agent for Notices:** Company's Copyright Agent for Notices: Company's copyright agent for notice of claims of copyright infringement can be reached at: Internet Referral Services, LLC, Attn: Legal Department: Copyright Complaints, 16192 Coastal Hwy, Lewes, DE 19958.

**18.3 Providing Counter-Notification:** If we remove or disable access to content in response to an infringement notice, we will make reasonable attempts to contact the owner or administrator of the affected site or content. If you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the copyright agent for notice identified above in these Terms. Such counter-notification should be a written or electronic communication that includes all of the information contained in Section 512(c)(3) of the DMCA, as described above in these Terms.

## **19. License; Vendor and Company's Intellectual Property Rights.**

**19.1 License:** This Website, including Vendor's ticketing platform and all software, databases, trademarks, logos, service marks, content, proprietary information and materials (and any intellectual property and other rights relating thereto) (individually and collectively, "Our Property") on this Website is owned or licensed by Company or Vendor, as applicable, and will remain the property of the same and is protected by U.S. and international copyright laws. We hereby grant you a limited, terminable, non-exclusive right to access and use this Website to view tickets, to order tickets, and to otherwise process your ticket transactions. You acknowledge and agree that you do not acquire any ownership or licensing rights by using this Website.

**19.2 Restrictions on Intellectual Property:** You agree that you are only authorized to visit, view and to retain a copy of pages of this Website for your own personal use, and that you shall

not duplicate, download, publish, modify, or otherwise distribute the material on this Website for any purpose other than to review event and promotional information, for personal use, or to order tickets for your personal use, unless otherwise specifically authorized by Company or Vendor to do so. You may not use any robot, spider, scraper, offline reader, site search/retrieval application or other manual or automatic device, tool or process to retrieve or in any way reproduce, circumvent, or interfere with this Website or its contents. You may not submit any software or other materials that contain any viruses, worms, Trojan horses, defects, data bombs, time bombs, or other items of a destructive nature. Your use of this Website is a privilege and Company and Vendor each reserve the right to suspend or terminate that privilege for any reason at any time, in our sole discretion. You may not use any of Our Property in connection with any product or service that is not offered on this Website or by Vendor or Company or any Ticket Reseller in any manner that is likely to cause confusion with respect to Vendor's or Company's business conducted on this Website, as applicable, or in any manner that disparages this Website, Company or Vendor. Nothing contained on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Our Property without the express written permission of the Company or Vendor, as applicable. The violation of any applicable intellectual property laws or the unauthorized use of this Website or Our Property in any form by any means without the specific consent of Company or Vendor, as applicable, may give rise to civil and/or criminal penalties. Company, Vendor, and our respective affiliates do not warrant or represent that your use of Our Property will not infringe the rights of third parties.

**19.3 Content:** You may choose to make postings, such as testimonials, customer reviews, comments, or other content ("Content") on this Website. You retain whatever legal right, title, and interest that you may have in the content that you post on the Website and you remain ultimately responsible for it. However, you hereby grant to us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use any Content that you create or post in any manner, as we see fit, including for advertising, marketing, or promotional purposes and we may choose whether to attribute such Content to you when we use it. Any such Content that you choose to post on the Website, including information about you such as your name or your photo or likeness, will be publicly available for viewing and potential use by others.

**20. Indemnification.** You agree to indemnify, defend and hold the Company and Vendor, and each of their shareholders, officers, directors, affiliates, licensors, suppliers, advertisers and sponsors, and their respective employees, consultants, agents and other representatives (all such parties, collectively the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your breach of any of these Terms; (b) any allegation that any information you submit or transmit to this Website infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (c) any federal, state, county or other local tax obligation or amounts due or owing under any tax regulation, law, order or decree or any dispute concerning the tax status of either Vendor or Company; (d) your acts or omissions in connection with your use of this Website; and (e) any claim brought by a third party (a "Third-Party Claim") against any of the Indemnified Parties in respect of which recovery may be sought under clauses (a) through (d) above. These indemnification provisions shall survive any termination of this Agreement.

## **21. Disclaimers and Limitations on Liability:**

**21.1 No Warranty:** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THIS WEBSITE, THE MATERIALS ON THIS WEBSITE AND ANY TICKET OR SERVICE OBTAINED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED AND WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE, THE MATERIALS, AND ANY TICKETS OR SERVICE OBTAINED THROUGH USAGE OF TRADE. NEITHER COMPANY NOR VENDOR WARRANT THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND YOUR RELIANCE THEREON. NEITHER COMPANY NOR VENDOR IS RESPONSIBLE IN ANY WAY FOR THE ACCURACY OR SUITABILITY OF ANY PAYMENT OF TAXES

TO ANY ENTITY ON YOUR BEHALF. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**21.2 Limitation of Liability:** NEITHER VENDOR NOR COMPANY NOR ANY OTHER INDEMNIFIED PARTY IS OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR LOST PROFITS) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS WEBSITE, THE MATERIALS ON THIS WEBSITE OR ANY TICKET OR SERVICE OBTAINED THROUGH THIS WEBSITE. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NONE OF VENDOR, COMPANY OR ANY OTHER INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (I) ANY ACTION OF ANOTHER USER OF THIS WEBSITE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF THIS WEBSITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VENDOR, COMPANY, OR THIS WEBSITE; (III) ANY UNAUTHORIZED ACCESS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS WEBSITE; (V) ANY BUGS, VIRUSES, WORMS, DEFECTS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THIS WEBSITE BY ANY THIRD PARTY; (VI) ANY ERROR, MISTAKE, INACCURACY OR OMISSION IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS AVAILABLE THROUGH THIS WEBSITE; AND/OR (VII) ANY LOST, STOLEN OR DAMAGED TICKETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU AGREE THAT IF VENDOR OR COMPANY ARE FOUND TO BE LIABLE, COMPANY'S AND VENDOR'S AND THEIR RESPECTIVE INDEMNIFIED PARTIES' LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO THE GREATEST OF (A) ANY AMOUNTS DUE UNDER THE 100% GUARANTEE, IF APPLICABLE, (B) THE AMOUNT OF SERVICE CHARGES OR DELIVERY FEES IN DISPUTE NOT TO EXCEED THE TOTAL SERVICE CHARGES AND DELIVERY FEES PAID BY YOU IN THE TRANSACTION, OR (C) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**22. Disputed Charges:** In the event that you dispute a charge and it is determined that the charge was valid and not the result of credit card or other payment fraud, we have the right to seek payment, including all associated fees, by whatever means necessary, including using collection agencies and legal proceedings. We may also mitigate our damages by relisting and selling, as the case may be, the tickets that are the subject of the underlying payment dispute.

### **23. Dispute Resolution:**

**23.1 Arbitration and Waiver of Trial by Jury:** You, on the one hand, and Company and Vendor, on the other hand, each agree that any and all disputes, controversies, or claims arising out of or relating to: (i) these Terms; (ii) your use of or access to this Website; (iii) Company's and Vendor's services; or (iv) any tickets or other items viewed through this Website shall be resolved exclusively through final and binding arbitration in Chicago, Illinois, rather than in court. SPECIFICALLY, YOU HEREBY AGREE TO WAIVE ALL RIGHTS AND CLAIMS TO A TRIAL BY JURY. The Federal Arbitration Act governs the interpretation and enforcement of these Terms to arbitrate. Customer satisfaction is our number one goal. To that end, we are committed to resolving disputes with you in a fair and efficient manner. Prior to commencing any arbitration related to this Agreement, you agree that if you have a dispute with Company or Vendor, you must first contact Vendor's Customer Service Department at 1-844-544-4036. If Vendor's Customer Service Department is unable to achieve a satisfactory resolution, then you must notify Company in writing of your claim, which notice must include a reasonably detailed description of your claim, by certified mail to Internet Referral Services, LLC, Attn: Legal Department, Arbitration Inquiries, 16192 Coastal Hwy, Lewes, DE 19958. It is important that you provide as much information as possible. A representative will respond within thirty (30) days after receiving this notice. If the matter is not resolved to your satisfaction, then you agree to begin arbitration by submitting a Demand for Arbitration to the American Arbitration Association ("AAA"). You further agree that exclusive jurisdiction for any such arbitration will be Chicago, Illinois. The Demand for Arbitration

and the AAA's rules are available at [www.adr.org](http://www.adr.org). The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or of these Terms, including, but not limited to, any claim that all or any part of this agreement to arbitrate on these terms is void or voidable. The arbitrator will decide the substance of all claims in accordance with the laws of the state of Illinois. The arbitrator's award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in a court having jurisdiction thereof.

**23.2 Arbitration Rejection: You can choose to reject this agreement to arbitrate. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within thirty (30) days after the date that you first accessed this Website. Your written notification must include your name and address, as well as a clear statement that you do not wish to resolve disputes with Company and Vendor through arbitration. Written notification should be mailed by certified mail to:** Internet Referral Services, LLC, Attn: Legal Department, Arbitration Inquiries, 16192 Coastal Hwy, Lewes, DE 19958.

**23.3 Class Action Waiver: YOU, ON THE ONE HAND, AND COMPANY AND VENDOR, ON THE OTHER HAND, AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING UNLESS BOTH YOU AND COMPANY AND VENDOR ACKNOWLEDGE AND AGREE THAT THE WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ARBITRATE CLAIMS. IF THE WAIVER IS LIMITED, VOIDED OR FOUND UNENFORCEABLE, THEN THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING, SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE WAIVER. UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT WEBSITE USERS.**

**23.4 Arbitration Fees:** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Company and/or Vendor (whomever is the subject of the arbitration) will pay all filing, administrative and arbitrator fees associated with the arbitration. Any request for payment of fees by Company or Vendor must be submitted by mail to the AAA along with the Demand for Arbitration. In the event the arbitrator determines the claim you asserted in the arbitration to be frivolous or brought for an improper purpose, you agree to reimburse Company and/or Vendor, as the case may be, for all fees associated with the arbitration paid by Company and/or Vendor, as the case may be.

**24. Modification and Access.** We have the right, in our sole discretion, to modify, suspend or discontinue any part of this Website at any time, with or without notice, as applicable. Further, in our sole discretion, with or without cause, and without prior notice, we may terminate your access to this Website.

**25. Force Majeure:** We shall not be deemed in default or otherwise liable under these Terms due to our inability to perform our obligations by reason of a Force Majeure Event. For purposes of these Terms, "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by us or under our reasonable control, including without limitation any act of God, government shutdown, fire, earthquake, substantial snowstorm, flood, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, any law ordinance or regulation, legal order (unless caused by our default hereunder), any failure or delay of any transportation, power, or communications system or any other similar cause.

**26. Tax:** You are responsible for paying any sales taxes that may be applicable on your transactions effected through this Website.

**27. General Provisions.** These Terms, the use of this Website, including Vendor's ticketing platform, and any sale of tickets hereunder will be governed by the laws of the State of Illinois, without reference to conflict of law principles. These Terms contain the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings between the parties, whether oral, written, electronic or implied. No agency, partnership, joint venture or other relationship is intended or created by your use of this Website. If any provision of these Terms is held invalid or unenforceable under any circumstance, its application in any other circumstances and the remaining provisions shall not be affected. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law. The heading at the beginning of each paragraph is for reference purposes and no way defines the scope or extent of such paragraph.

## II. PRIVACY POLICY

**Last Updated: April 30, 2021**

We know that you care how information about you is used and shared. We appreciate your trust that we will do so carefully and sensibly. **By visiting this Website and providing your personal information, you are accepting and consenting to the practices described in this Privacy Policy.**

From time to time, we may choose to change this Privacy Policy, so please review it frequently. When that occurs, we will post the changes to this Privacy Policy along with the date of the last revision. Your use of the Website after we have posted such changes constitutes your acceptance of the amended terms. We reserve the right to apply the amended Privacy Policy to the information that we have already collected, subject to any legal constraints.

### 1. What personal information do we collect and how is it disclosed?

Personal information, as used herein, means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. When using this Website, you may be required to provide personal information to us. The following are categories of personal information we collect from you when you use the Website.

Categories of Information Collected	Sources of Information Collected	Purpose of Collection	Third Party Disclosure For Business Purpose
A. Individual Identifiers such as name, email address, address, telephone	<ul style="list-style-type: none"><li>You, through the Website, surveys, and contests</li><li>Service Providers</li></ul>	<ul style="list-style-type: none"><li>Interactions with you</li><li>Security/incident detection, fraud prevention</li><li>Quality &amp; safety of the service</li></ul>	<ul style="list-style-type: none"><li>Payment Service Provider</li><li>Ticket Resellers</li><li>Fraud Prevention Provider</li></ul>

B. Commercial Information, such as purchase and sale information relating to tickets you purchase through the Website, including payment details	<ul style="list-style-type: none"> <li>You, when you order a ticket.</li> <li>Service Providers</li> </ul>	<ul style="list-style-type: none"> <li>Ticket fulfillment</li> <li>Interactions with you</li> <li>Security/incident detection, fraud prevention</li> <li>Quality &amp; safety of the service</li> </ul>	<ul style="list-style-type: none"> <li>Payment Service Provider</li> <li>Ticket Resellers</li> <li>Fraud Prevention Provider</li> </ul>
C. Automatically Collected Information, such as browser type, device type, IP address	Automatically from your devices when you interact with the Website	<ul style="list-style-type: none"> <li>Quality and security of the Website</li> </ul>	Not applicable
D. Inferences Drawn from Personal Information	Service Providers	To confirm your identity	Not Applicable
E. Geolocation Data	To approximate your geolocation.	To provide location-based marketing and services	<ul style="list-style-type: none"> <li>Marketing Service Providers</li> </ul>
F. Internet or other network activity information, for example browsing history, activity on the Website, or session IDs	<ul style="list-style-type: none"> <li>You when you interact with our Website</li> <li>Service Providers</li> </ul>	<ul style="list-style-type: none"> <li>Interactions with consumers</li> <li>Internal research &amp; development</li> <li>Marketing</li> <li>Security/incident detection, fraud prevention</li> <li>Quality &amp; safety of the business' service</li> </ul>	<ul style="list-style-type: none"> <li>Marketing Service Providers</li> <li>IT Service Providers</li> </ul>

Personal information does not include publicly available information. For purposes of this paragraph, "publicly available" means information that is lawfully made available from federal, state, or local government records. We use publicly available information to verify identity and detect and prevent fraud.

In addition to the table above, we will collect and process information about you in the following situations:

- **Consent:** We also collect and process information we have about you for other purposes if

you consent to those uses at the time you provide your personal information.

- **De-identified or aggregate information:** We may use information we have about you to create de-identified or aggregate information that will no longer be identifiable to you, such as de-identified location information, information about devices used to access our services, or other relevant analyses.
- **Legal, Regulatory, Safety, and Compliance:** In certain situations, we may be required to use and share your information as required by law or to protect our rights and property with third parties. This includes:
  - Complying with a subpoena or other legal process requests,
  - Protecting your safety or the safety of others,
  - Investigating fraud or violation of our Terms, and
  - Responding to a valid government request or subpoena.
- **Sale, Merger, or Acquisition:** In the event we sell or transfer all or a portion of our business or assets due to an acquisition, merger or other business decision or transaction and such activity may require and/or result in the sharing of your information with that entity.

## 2. Choices Regarding Your Personal Information and Opting Out.

You can make the following choices to opt out of certain activities regarding your personal information:

- If you do not wish to receive promotional information, you may opt out of such future communications by following the instructions in our promotional communications to you or by writing to us at the address below

Internet Referral Services, LLC  
Attn: Opt Out  
16192 Coastal Hwy  
Lewes, DE 19958

- We may use behavioral-based advertising. This means that a third party may use technology (e.g., a cookie) to collect information about your use of our Website so that we can provide advertising about products and services tailored to your interest. That advertising may appear either on our Website or on other websites. If you wish to limit third parties' collection of information about your use of our Website, you can opt out at the [Digital Advertising Alliance](#) or [Network Advertising Initiative](#). PLEASE NOTE THAT OPTING-OUT OF BEHAVIORAL ADVERTISING DOES NOT MEAN THAT YOU WILL NOT RECEIVE ADVERTISING WHILE USING THE WEBSITE. IT WILL, HOWEVER, EXCLUDE YOU FROM INTEREST-BASED ADVERTISING CONDUCTED THROUGH PARTICIPATING NETWORKS, AS PROVIDED BY THEIR POLICIES AND CHOICE MECHANISMS. Further, if you do not wish to receive advertisements or other content from us, you may opt out of such future communications by following the instructions in our communications to you, by writing to us at the address above, or by emailing us at [privacypolicy@Seats.com](mailto:privacypolicy@Seats.com).
- If you use the services offered on the Website, we may send you updates on important information about the Website and our services. If you do not wish to receive updates from us, you may opt out of such future communications by following the instructions in our electronic communications to you, by writing to us at the address above, or by emailing us at [privacypolicy@Seats.com](mailto:privacypolicy@Seats.com).

## 3. Third-Party Tracking and Do Not Track Signals.

Third parties may use tracking technologies in connection with our Website, which may include the collection of information about your online activities over time and across third-party websites.

This Privacy Policy does not apply to these third-party technologies because we may not control them and we are not responsible for them. Do Not Track is a technology that enables users to opt out of tracking by websites they do not visit. Currently, we do not monitor or take any action with respect to Do Not Track technology.

#### 4. Cookies.

A cookie is a small text file that is stored on a user's computer for record-keeping purposes.

On our Website, we use the following types of cookies and similar tracking technologies:

- **Session and persistent:** We use session and persistent cookies. Session cookies exist only during one session. They disappear when you close your browser, restart, or turn off your device. Persistent cookies remain on your device after you close your browser, restart, or turn off your device.
- **Transactional and functional:** We use cookies that are necessary for our Website to run, including optimizing or powering features on the Website and helping us identify irregular or fraudulent behavior on the Services.
  - **Server Logs:** We and our service providers use cookies and other tracking technologies to collect and store your IP address and device data in server logs to support the functionality of the Website and provide information to you that is relevant and error free.
  - **Device Identifiers:** When you access the Website through a mobile device, we and our service providers may access, collect, monitor and/or remotely store device identifiers. These are small data files stored on or associated with your device. This may be used to help you log in faster and enhance your navigation of the Website.
  - **Transaction Identifiers:** When you use the Website, we and our service providers may access, collect, or store transaction identifiers, an internal identification number that we assign to our customers. This helps us understand and review your transactions.
- **Marketing and advertising.** We use cookies and other tracking technologies to market products or services such as when you complete but abandon a ticket order, monitor which ads have been served to your browser, which webpages you were viewing when such ads were delivered, and provide you advertising based on your browsing activities and interests.
- **Analytics and integration.** We use third party analytics and marketing integration services such as Google Analytics to track and optimize our Website's performance and marketing activities.
- **Google Analytics and Opt-out:** Google Analytics uses first-party cookies to collect information about how users use our Website. This information is used to compile reports and to help us improve our Website. The reports disclose website trends without identifying individual visitors. For more information on Google Analytics, please visit: <https://policies.google.com/technologies/partner-sites>. You can opt out of Google Analytics without affecting how you visit our Sites. For more information on how to opt out of Google Analytics tracking across all websites you use, visit: <https://tools.google.com/dlpage/gaoptout>.

You can block or disable cookies or other tracking technologies on your device at any time by changing your preferences or options menus in your browser. You can also reject or delete the cookies that are stored on your device. However, blocking, disabling, or deleting cookies may limit your ability to view all the pages on our Website. Each browser provides different mechanisms for managing cookies. Look at your browser's help menu to determine the best way to modify your browser's cookie storage. You can usually find these settings in the "Options" or "Preferences" menu of your browser. You can use the "Help" or similar option in your browser for more details. You can still use our Website if you block or delete our cookies, but your ability to access certain

Website features may be limited. To find out more about cookies, including how to see what cookies have been set and how to block and delete cookies, please visit: <https://www.aboutcookies.org/>.

### **Links to Third Party Sites.**

The Website may include links to other websites whose privacy practices may differ from this Privacy Policy. If you submit personal information to any of those linked sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

### **6. How do you protect my personal information?**

We take security of your personal information seriously. We are committed to maintaining the confidentiality, integrity, and security of your personal information and take precautions to protect it. It is our policy to use reasonable and appropriate administrative, technical, and physical safeguards to protect information we have about you from loss, theft, and unauthorized use, access, modification, or destruction. We periodically review our established policies and procedures to ensure that they are appropriate and effective at meeting our commitment to our community, our customers, and ourselves. We also require third-party service providers acting on our behalf or with whom we share your information to maintain security measures consistent with applicable regulatory compliance requirements.

Notwithstanding these security safeguards, it is impossible to guarantee absolute security in all situations. If you have any questions about the security of our ticketing services, please contact us as described in the "Contact Us" section. For your own online security, please do not send any other confidential personal information to us via email or through the contact form on our Website.

### **7. California residents**

If you are a California resident, pursuant to the California Consumer Protection Act (CCPA), you have the right to request:

- the categories of personal information we have collected about you;
- the categories of sources from which your personal information is collected;
- the business or commercial purpose of collecting or selling your personal information;
- the categories of third parties with whom we share your personal information;
- the specific pieces of personal information we have collected about you;
- the categories of personal information that we have sold about you and the categories of third parties to whom the personal information was sold, if applicable;
- deletion of your personal information; and
- an opt out of having your personal information disclosed or sold to third parties.

We do not sell or disclose your personal information to third parties for valuable consideration.

To submit a request for information, send an email with the subject heading "California Privacy Rights" to [ccpa@Seats.com](mailto:ccpa@Seats.com) or call 1-844-544-4036. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. Please be aware that not all information sharing is covered by these California privacy rights requirements and only information on covered sharing will be included in our response. This request may be made no more than once per calendar year.

### **8. Exercising Your Privacy Rights.**

When exercising the rights or options described in this Privacy Policy, the following guidelines apply:

- **No Fee Usually Required:** You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee or decline to comply with your request if your request is clearly unfounded, repetitive, or

excessive.

- **What We May Need from You:** When exercising your rights or otherwise assisting you, we may need to request specific information from you to help us confirm your identity. This is a security measure to ensure we do not disclose personal information to any person who is not entitled to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- **Time to Respond:** We try to respond to all legitimate requests within 45 days of your request. Occasionally it may take us longer than 45 days to respond, for instance if your request is particularly complex or you have made a number of requests. In this case, we will notify you of the delay, and may continue to update you regarding the progress of our response.
- **No discrimination:** You will not be subject to discrimination as a result of exercising the rights described herein. In some cases, when you exercise one of your rights, we will be unable to comply with the request due to legal obligations or otherwise, or we will be unable to provide you certain products or services. These responses are not discrimination and our reasons for declining your request or ceasing services will be provided at that time.
- **Authorized Agent:** You may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester's identification information and the authorized agent's identification information.

Please note that your request may be limited in certain cases, for example if complying with your request would conflict with:

- Federal, state, or local law;
- Regulatory inquiries;
- Subpoenas; or
- Exercising or defending legal claims.

## 9. Children's Privacy.

This Website is intended for general audiences. In accordance with the Children's Online Privacy Protection Act, in the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any personal information from or about your child, please contact us at the address below.

## 10. Transfer of Personal Information to the United States.

The Website is operated in the United States. The privacy and data protection laws in the United States differ from those of other countries. If you are located outside of the United States, please be aware that the personal information that we collect will be transferred to and processed, stored, and used in the United States, and that by using our Website and applications, you consent to such transfers and processing.

## 11. How do I exercise my rights in my personal information?

Except as required or requested by you pursuant to applicable law, we will retain your personal information indefinitely. Subject to applicable law, if you want to access, delete, or correct the personal information about you that we have, please write to the address below or contact us at [privacypolicy@Seats.com](mailto:privacypolicy@Seats.com). Notwithstanding that you may request that we no longer use your personal information to provide you services, we may continue to retain and use certain information for analytical purposes and as necessary to comply with our respective legal obligations, investigate claims, resolve disputes, and enforce our agreements.

## 12. How can I give you feedback or contact you?

You may contact us at:

Internet Referral Services, LLC  
Attn: Privacy  
16192 Coastal Hwy  
Lewes, DE 19958

1-844-544-4036

[privacypolicy@Seats.com](mailto:privacypolicy@Seats.com)

**13. Disabilities.** This Policy is available to consumers with disabilities. To access this Policy in an alternative downloadable format, please click **here**

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