

TERMS OF USE

Please review these Terms carefully.

IMPORTANT: THESE TERMS INCLUDE A CLASS ACTION WAIVER AS WELL AS A MANDATORY ARBITRATION AND DISPUTE RESOLUTION PROVISION THAT MAY IMPACT YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE. AS FURTHER DESCRIBED BELOW AND WITH CERTAIN EXCEPTIONS, YOU, THE BELOW-NAMED COMPANY AND THE BELOW-NAMED PROVIDER, MUST RESOLVE YOUR DISPUTES THROUGH BINDING AND EXCLUSIVE ARBITRATION ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU (AND THE COMPANY AND PROVIDER MENTIONED BELOW) EACH WAIVE AND GIVE UP THE RIGHT TO SUE EACH OTHER IN COURT OR TO PARTICIPATE IN CLASS ACTION LAWSUITS OF ANY KIND. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY, AND DISCOVERY AND APPELLATE REVIEW ARE MORE LIMITED THAN IN COURT.

YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED BELOW.

- 1. Overview.** Please carefully review these Terms (which may be updated periodically, referred to as "Terms"). These Terms govern all activities related to this website ("Website"). This Website is owned by Affiliate Marketers LLC ("Company"). Please note that this Website allows you to view event ticket inventory and request to purchase tickets from a third-party ("Provider") that supplies a platform enabling a network of ticket resellers (each referred to as a "Ticket Reseller" and collectively as "Ticket Resellers") to list tickets for sale. When you choose a ticket listing and submit an order, the Provider handles order processing, confirms order details (i.e., event information, number and location of tickets), confirms payment validity, charges your card, coordinates ticket delivery, and provides customer support.

We do not own the tickets sold on this Website and are not the seller or reseller of these tickets. All ticket inventory listed on the platform is provided by the Ticket Resellers.

If you do not agree to these Terms or do not meet their requirements, you may not use this Website or any services offered here.

These Terms take effect on January 15, 2026.

- 2. Affiliation Disclaimer.** We are not the official box office, nor are we a licensed ticket agent for any venue, and we have no affiliation with any venue, promoter, performer, team, league, or organizing group, nor are we associated with any official event organizers.
- 3. Binding Agreement.** By using this Website, you agree to be bound by these Terms. You confirm that: (i) you are legally able to enter into this binding contract; (ii) you are not a resident or citizen of Quebec, Canada; (iii) you are 18 or older; and (iv) you will not use (or plan, encourage, or help others to use) this Website for any prohibited purposes or in any manner that is prohibited by these Terms or applicable law. Users under 18 years of age or residents of Quebec, Canada are prohibited from using this Website. It is your responsibility to ensure your use of this Website complies with these Terms and all relevant laws.

You consent to your mobile service provider (such as AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other) disclosing your mobile number, name, address, email, network status, customer type, billing information, mobile device identifiers (IMSI and IMEI), and other details to us and our third-party service providers to verify your identity and prevent fraud during our business relationship. Please refer to our Privacy Notice for information on how we handle your data.

- 4. Modifications to Terms.** We reserve the right to modify these Terms at any time, effective immediately upon posting the revised Terms on this Website. Your continued use of this Website following the posting of the revised Terms constitutes your acceptance of the revised Terms. Changes will not apply to disputes arising before the updated Terms were posted or communicated to you. The notice stating “These Terms are effective as of” date at the beginning of these Terms indicates when they were last changed.
- 5. Important Sales Terms.** Please take note of the following critical sales terms:
 - 5.1 Request to Purchase.** All orders placed through this Website are considered requests to purchase until your order is accepted by the Ticket Reseller.
 - 5.2 Refund Policy.** All sales are final; cancellations, returns, or exchanges are not allowed, unless explicitly stated in these Terms or as may be required by applicable law. It is your

responsibility to verify any discrepancies in ticket location, description, or price by contacting the Provider via the [contact page](#) before placing your order.

- 5.3 Accuracy of Listing.** Ticket Resellers are solely responsible for ensuring the accuracy of their listings and ticket delivery.
- 5.4 Change to Event/Cancellation.** You are responsible to check with the place of entertainment for information on changes to the event or cancellations prior to the event's start time. If an event is canceled and not rescheduled, you may receive a credit (or, where required by law, a cash refund) subject to the requirements set forth in these Terms. Please note that this policy applies only if the event is officially canceled and not rescheduled by the event organizer or venue. The Provider will confirm the event's official cancellation and issue the credit or cash refund. Refunds may be withheld subject to your reimbursement of any proceeds from the resale of such tickets. If an event is postponed or rescheduled, your order will not qualify for a credit or refund and your tickets will remain valid for the rescheduled date, unless otherwise required by applicable law or different terms are provided for that specific event.
- 5.5 Tickets Are Your Responsibility After Delivery.** As noted below in [Section 14](#), we are not responsible for lost, stolen, damaged, or destroyed tickets after they have been delivered to you. You will not receive a refund or compensation for such tickets.
- 5.6 Ticket Prices.** Ticket prices may exceed or be less than the "face value" stated on the ticket. All transactions include additional service and handling fees. If you select optional third-party event ticket insurance, that amount listed for insurance costs will be billed separately. Insurance costs are not refundable and insurance products are managed by the third-party.
- 5.7 Order Fulfillment.** Confirmed orders may be filled with comparable or upgraded tickets.
- 5.8 TicketSafe Included.** By purchasing a ticket, you receive TicketSafe Protection as described in [Section 7](#) below.
- 5.9 Public Safety Protocols.** For reasons of maintaining social distancing or other safety reasons related to the COVID-19 pandemic, any other pandemic, epidemic, or any other health or safety concern, venue security or other personnel may relocate you to a location within the venue that is different from the

seating location that you had ordered, or deny you access to an event for reasons including non-compliance with venue policies. Such relocation or denial of access will not qualify you for a refund or for other compensation unless required by applicable law.

6. Placing Orders for Tickets. After selecting tickets, you will need to complete and submit the requested information on this Website, which serves as your order. This order is an irrevocable offer to purchase the tickets that will remain outstanding for the shorter of the Ticket Reseller's acceptance of the order or thirty (30) days from the date you submit the order. Once you submit the order, cancellation or retraction is not possible. A hold will be placed on your credit or debit card for the total amount needed to purchase the tickets. You will receive an email shortly after placing your order. However, this does not finalize the sale; that occurs only when the Ticket Reseller accepts your order and notifies you of the acceptance. When the order is accepted, your card will be charged.

Be aware that the total cost may be higher than the ticket's face value. Many Ticket Resellers list tickets on the Provider's platform displayed on this Website, and we cannot guarantee the accuracy of every order. We are not responsible for typographical errors in the ticket listings. If an error occurs in processing your order, Provider will notify you and present available options, which may include cancellation and receiving a full refund of the purchase price, service charges, and delivery fees paid. If the amount you pay for a ticket is obviously incorrect, regardless of whether it is an error in a price posted on the Website or otherwise communicated to you, or if you are able to order tickets before their scheduled on-sale date, then we reserve the right, at our sole discretion, to cancel your order and refund to you the amount that you paid. This policy will apply, regardless of how the error occurred and if, in Provider's sole discretion, cancellation is the appropriate remedy.

7. TicketSafe Protection. TicketSafe Protection includes (i) ensuring your transaction is secure; (ii) tickets will be delivered before the event; (iii) tickets will be the same, comparable, or of better quality than those you ordered; and (iv) tickets will be authentic and valid. Your only remedy for failures under TicketSafe Protection is a reimbursement of the purchase price (including delivery fees, minus potential restocking fees), either as credit for a future purchase or as a

cash refund, which decision shall be made in our sole discretion unless otherwise required by applicable law. Note that insurance costs are non-refundable, and [Section 12](#) addresses issues related to canceled or postponed events.

- 8. Ticket Delivery Timing and Conditions.** Ticket Reseller will be responsible for ticket delivery, which may be effectuated through various methods, including electronic/mobile transfer, physical shipment (e.g., via mail carrier), will call, or other specified means as communicated during the checkout process. Access to tickets may not be immediate. Upon availability of mobile or other electronic tickets, instructions will be sent to you, so please ensure your email and mobile number are correct. Refunds will not be given for declined ticket transfers. For tickets you pick up at or near the venue, a government-issued ID may be required. We are not responsible for delays in delivery caused by events outside of our reasonable control, including, but not limited to, delays by shipping carriers, technical issues with electronic delivery platforms, or actions by the Ticket Reseller. It is your responsibility to provide accurate delivery information and to be available to receive physical tickets. Delivery charges, if applicable, will be disclosed during checkout and are non-refundable.
- 9. Ticket Revocation; Venue and Event Policies.** You understand that the ticket you purchase is a revocable license subject to the terms and conditions of the event organizer, venue, promoter, league, or team ("[Event Provider](#)"). In addition to these Terms, you agree to comply with all applicable rules, policies, terms, and conditions of the relevant Event Provider, including, but not limited to, rules regarding conduct, security, health, and safety (such as mandates or directives related to public health), age restrictions, recording devices, and items that may not be brought into the venue. Failure to comply with these Terms or the rules and policies of the Event Provider may result in your ticket being revoked, denial of entry, ejection from the event, or other consequences, without refund or compensation. If your conduct or failure to comply leads to the Ticket Reseller or us incurring fines, penalties, or the loss of future ticketing privileges with an Event Provider (such as season ticket rights), you may be held liable for all associated costs, expenses, and losses incurred by the Ticket Reseller, Provider, or Company.
- 10. Unlawful Activity and Fraud Prevention.** 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.

We reserve the right to take appropriate legal action against any person or entity who violates these provisions, including, but not limited to, terminating access to the Website, cancelling orders or transactions without refund, and reporting the activity to law enforcement or regulatory authorities.

Without limiting the foregoing, you agree that you will not:

- 10.1** Use any false personal information or use an invalid or unauthorized credit or debit card or other payment method, or use information from this Website for unlawful purposes.
- 10.2** Use any robot, spider, scraper, offline reader, site search/retrieval application, artificial intelligence agent or tool, 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, nor may you use any automated software or computer system to search for, reserve, buy, or otherwise obtain tickets from this Website.
- 10.3** 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.
- 10.4** Engage in any unlawful resale or attempted unlawful resale of tickets, including selling counterfeit or copied tickets.
- 10.5** Violate any maximum resale premiums or restrictions that may apply in certain states or jurisdictions; you are responsible for complying with all applicable ticket resale laws.
- 10.6** Use tickets purchased through this Website for advertising, promotions, contests, or sweepstakes without formal written authorization from the Event Provider or us.
- 10.7** Attempt to evade, avoid, or circumvent these Terms, including the limitations on your entitlement to a refund.
- 10.8** Seek a “chargeback” from your payment card issuer or payment provider for legitimate charges where our refusal to refund or credit a ticket purchase conformed to these Terms.
- 11. Disputed Charges and Payment Recovery.** If you dispute a charge with your payment card issuer or payment provider and it is determined that the charge was valid and not the result of credit card or other payment fraud (i.e., our refusal to refund conformed to these Terms), you agree that the Company and the Provider have the right to

seek payment, including all associated fees incurred by us (such as chargeback fees, collection costs, and reasonable attorneys' fees), by using collection agencies, legal proceedings, re-listing and selling the tickets involved in the dispute, or other means as necessary. We and the Provider may also refuse to honor pending and future ticket purchases made from all payment accounts on which such chargebacks have been made, and we and the Provider may prohibit future purchases by all persons associated with such accounts.

12. Change of Date/Time; Event Cancellations.

12.1 Changes. The dates, times, venues, and details of events may be subject to change, and we may not always be informed of these changes. It is your responsibility to stay updated on the event and verify any alterations with the event organizer. Occasionally, venues or promoters may require changes to seating arrangements that are beyond our control. You agree that we are not liable for any such changes and have no obligation to provide credit or compensation in these situations unless specifically required by law.

12.2 Cancellations. All sales are final. Unless required by law, no refunds will be given for postponed or rescheduled events. If an event is canceled and not rescheduled, you may receive credit (or at our discretion, a cash refund) for your order. If an event is postponed or rescheduled, your tickets will remain valid for the new date and will not be eligible for a refund or credit, unless required by law.

13. Admission Issues. If you encounter problems entering an event with a ticket purchased from a Ticket Reseller, you must contact Provider via the [contact page](#) for immediate assistance and cooperate with the Provider in their investigation of the admission issue. If the issue remains unresolved, you are responsible for obtaining proof of denied entry from the venue. Upon receiving valid proof that the ticket did not grant you entry, or if Provider determines that the ticket was invalid, your only remedy will be a full refund of the ticket price and associated fees. Insurance costs are non-refundable.

Your tickets and admission are subject to all safety protocols and public health measures mandated by the venue where the event takes place. You acknowledge that the venue may update these policies between your purchase and the event date. By using your tickets, you agree to comply with these policies, and your attendance depends on such

compliance. If you are denied entry due to non-compliance with venue safety policies, you will not be eligible for any compensation from the Company or Provider.

14. Lost, Stolen, or Damaged Tickets. It is essential to keep your tickets secure. As stated above in Section 2, we operate this website through which you are able to view Ticket Reseller inventory and we are not associated with any venue; therefore, we do not generate tickets and cannot reissue replacements. Note that direct sunlight or heat can damage certain types of tickets. Please keep your tickets in a safe place and exercise care with electronic transmissions. We are not responsible for tickets that are delivered to an incorrect email address, account, or recipient as the result of your error. Many tickets are accessible only through display via a mobile device. It is your responsibility to make certain that your mobile device is charged with sufficient power so that you can access your tickets when you arrive at the venue.

15. Orders with Comparable or Upgraded Tickets. We reserve the right to replace your ordered tickets with comparable or upgraded alternatives. In such cases, we will have fulfilled our obligations under these Terms. The determination of what constitutes “comparable” or “upgraded” tickets is at the Provider’s reasonable discretion. If we fail to deliver any confirmed ticket purchase, our only liability, unless otherwise required by law, is to refund the ticket price, service charges, and delivery fees paid by you for the undelivered ticket. Unless prohibited by law, we retain the right to cancel your order at any time for any reason, providing a full refund of the ticket price and all service and delivery fees. Insurance costs are not refundable.

16. Seat Secure. For certain events and as permitted by applicable law, some Ticket Resellers may offer tickets identified as “Seat Secure” or otherwise noted as “not in hand” at the time of purchase (tickets not yet in the seller’s possession at the time of your order, but guaranteed to be within the described area). These tickets are sold with the commitment that the Ticket Reseller will procure and deliver tickets within the designated section, area, or better as described in the listing. You acknowledge, understand, and expressly consent to the fact that the Ticket Reseller may not own or have possession of the tickets at the time of your purchase. You further agree that, to the extent permitted by applicable law, Seat Secure or tickets not in hand at the time of purchase are acceptable fulfillment under these Terms, provided that the tickets delivered are within the area listed or

comparable or better. All Seat Secure and tickets not in hand are backed by TicketSafe Protection as set forth in [Section 7](#).

- 17. Payment Methods.** As a buyer, you authorize the Provider to charge your credit or debit card for ticket purchases. Accepted payment methods include Visa, Mastercard, Discover, American Express and for eligible users, PayPal, Google Pay, and Apple Pay. Availability of certain payment methods may vary depending on your locations, device, and other eligibility factors as determined by the Provider.
- 18. Ticket Holder Conduct Policy.** You agree to adhere to all rules and policies established by the venue, promoters, and any other parties responsible for the event. Should you fail to follow these rules, you may incur fines and be liable for any legal or associated costs as set forth in [Section 9](#).
- 19. Investigations and Consequences.** If we receive a complaint regarding a purchaser or suspect that any violation of these Terms or applicable law has occurred, we may initiate an investigation. You agree to cooperate fully by providing any requested information. If we determine, at our discretion, that you are uncooperative, have engaged in illegal activities, or provided unverifiable information, we may take appropriate actions, including canceling orders, issuing warnings, blocking access to this Website, or pursuing other remedies available under the law. You acknowledge that monetary damages may not adequately address violations of these Terms, and you consent to the possibility of injunctive or equitable relief.

We reserve the right to report any suspicious activities to the relevant law enforcement authorities.

- 20. Copyright Concerns.**
- 20.1 Reporting Infringement.** The Company honors the intellectual property rights of others and anticipates that users will do the same. In alignment with the Digital Millennium Copyright Act (DMCA), the Company will address claims of copyright violations associated with the Website and/or the Company's services. If you believe your copyrighted work has been reproduced in a manner that constitutes infringement and is available through the Website, please inform the Company's designated copyright agent as specified by the DMCA.

Upon receiving the Notice, the Company will determine, at its

sole discretion, the appropriate response under the DMCA and relevant intellectual property laws, which may include removing the allegedly infringing content from the Website. If you do not meet all the requirements outlined in Section 512(c)(3) of the DMCA, your complaint may not be effective.

WARNING: UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY FACE CRIMINAL CHARGES FOR PERJURY AND CIVIL DAMAGES, INCLUDING FINANCIAL PENALTIES, COURT COSTS, AND ATTORNEY FEES.

For your notice to be valid under the DMCA, it must include the following details in writing (“Notice”):

- (a) An electronic or physical signature from someone authorized to represent the copyright owner;
- (b) A detailed identification of the copyrighted work you claim has been infringed;
- (c) Identification of the material you believe infringes your copyright, along with its specific location;
- (d) The name of the copyright owner and contact information for the notifier, including name, address, phone number, and email;
- (e) A declaration of your good faith belief that the use of the material in question is not sanctioned by the copyright owner, their agent, or the law; and
- (f) A statement made under penalty of perjury affirming the accuracy of the above information and that you are the copyright owner or authorized to act on their behalf.

20.2 DMCA Contact Details. Please send the above information to the following DMCA Agent.

Note: This address is for mailing purposes only and is not the physical location of this website. For customer service inquiries, please reach out via the [contact page](#).

Attn: Legal Department Copyright Complaints
Affiliate Marketers LLC
Address: 838 Walker Road, Suite 21-2, DE 140
Dover, DE 19904

Email: CopyRight@seats.com

- 21. Counter-Notification.** If we remove or restrict access to content due to an infringement notice, we will make reasonable efforts to contact the owner or administrator of the affected content. If you believe your material does not infringe, you may send us a counter-notification to the copyright agent mentioned above. This counter-notification must include all information specified in Section 512(c)(3) of the DMCA as described in these Terms.
- 22. License; Intellectual Property Rights of the Company.**
- 22.1 License.** This Website, along with the ticketing platform, software, databases, trademarks, logos, service marks, content, proprietary information, and materials (collectively referred to as "Our Property"), is owned or licensed by the Company and will continue to be the property of the Company, protected under U.S. and international copyright laws. We grant you a limited, revocable, non-exclusive right to access and utilize this Website to view and order tickets and process your transactions. You acknowledge that your use of this Website does not confer any ownership or licensing rights.
- 22.2 Intellectual Property Restrictions.** You agree that you are only permitted to visit, view, and retain copies of the pages of this Website for personal use. You shall not duplicate, download, publish, modify, or distribute any material from this Website, except to review event details or order tickets for personal use unless explicitly authorized by the Company. Additionally, you may not submit any software or materials containing viruses, worms, Trojan horses, defects, data bombs, time bombs, or other items of a destructive nature. Your use of this Website is a privilege that the Company reserves the right to suspend or terminate at any time and for any reason, in our sole discretion. You may not use any of Our Property in connection with any product or service not offered on this Website in a manner that is likely to cause confusion, or in any manner that disparages or discredits Company, Provider, or Ticket Resellers. No aspect of this Website grants any implied or explicit license to use Our Property without written consent from the Company. Violations of intellectual property laws or unauthorized use of the Website may result in civil or criminal penalties. The Company does not

guarantee that your use of Our Property will not infringe upon the rights of others.

22.3 User-Generated 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 you post for any purpose whatsoever, including, but not limited to, displaying the Content on the Website, using the Content for marketing and promotional purposes, and creating derivative works.

23. Third-Party Websites. This Website may contain links to other websites or resources operated by third parties, including Ticket Resellers and Event Providers. We have no control over these third-party websites or resources and are not responsible for their availability, content, products, services, or any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party websites or resources. Links to third-party websites do not imply any endorsement of or affiliation with such third party. You acknowledge and agree that we are not responsible for any aspect of third-party websites, including purchases made on those sites. Your use of third-party websites is subject to the terms and policies of those websites. We encourage you to review the terms and privacy policies of any third-party websites you visit.

24. Indemnity. You agree to defend, indemnify, and hold harmless Company, Provider, Ticket Resellers, Event Providers, and their respective affiliates, officers, directors, employees, agents, and suppliers from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or in any way connected with: (i) your breach of these Terms; (ii) your use of this Website or the services provided hereunder; (iii) your violation of any law or the rights of any third party, including intellectual property rights; (iv) your conduct at an event, including any violation of Event Provider rules or policies; or (v) any tickets you purchase through this Website. This indemnity obligation survives the termination or expiration of this Agreement indefinitely.

25. Disclaimers and Liability Limitations.

25.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THIS WEBSITE, INCLUDING PROVIDER'S TICKETING PLATFORM, THE MATERIALS ON THIS WEBSITE, AND ANY TICKET OR SERVICE OBTAINED ON OR THROUGH THIS WEBSITE, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE AND THE PROVIDER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE, THE MATERIALS, AND ANY TICKETS OR SERVICE OBTAINED ON OR THROUGH THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NEITHER COMPANY NOR PROVIDER WARRANT THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER(S) ON WHICH THE WEBSITE IS HOSTED ARE 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 PROVIDER 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.

25.2 Limitation of Liability. NEITHER PROVIDER 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, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, LOST PROFITS, OR OTHER INTANGIBLE LOSSES) 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 PROVIDER, COMPANY, OR ANY OTHER INDEMNIFIED PARTY SHALL HAVE LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (I) ANY FAILURE

OF A USER TO CONFORM TO THE CODE OF CONDUCT; (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 OUR NEGLIGENCE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (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; (VII) ANY LOST, STOLEN, OR DAMAGED TICKETS; OR (VIII) THE ACTS OR OMISSIONS OF ANY TICKET RESELLERS, EVENT PROVIDERS, OR OTHER THIRD PARTIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU AGREE THAT IF PROVIDER OR COMPANY ARE FOUND TO BE LIABLE, COMPANY'S AND PROVIDER'S AND THEIR RESPECTIVE INDEMNIFIED PARTIES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE GREATEST OF (A) ANY AMOUNTS DUE UNDER TICKETSAFE PROTECTION, 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.

26. Dispute Resolution.

26.1 Mandatory Arbitration and Waiver of Jury Trial. You and the Company, along with the Provider, agree that any disputes, controversies, or claims arising from or in any way related to: (i) these Terms; (ii) your access to or use of this Website or the services provided hereunder; (iii) any tickets or items viewed or purchased through this Website; or (iv) any aspect of your

relationship with the Company or Provider will be settled exclusively through final and binding arbitration, not in a court of law. SPECIFICALLY, YOU WAIVE ANY RIGHTS TO A JURY TRIAL.

26.2 Class Action Waiver. YOU, THE COMPANY, AND THE PROVIDER, AGREE THAT CLAIMS CAN ONLY BE BROUGHT INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING UNLESS BOTH PARTIES AGREE THAT THE WAIVER IS ESSENTIAL AND NON-SEVERABLE FROM THIS ARBITRATION AGREEMENT. If the waiver is limited, voided, or found unenforceable, the arbitration agreement will be null and void regarding that proceeding, with the right to appeal any limitation or invalidation. Unless agreed otherwise, the arbitrator cannot consolidate or join claims from more than one individual or party and cannot oversee any form of consolidated or class proceedings. The arbitrator may grant relief only to the individual party seeking it, limited to what is necessary for that party's claims. Any awarded relief cannot affect other users of the Website. For clarity, this Class Action Waiver does not preclude you from seeking public injunctive relief in an individual capacity, as permitted by applicable law, but such relief may not be pursued on a class, collective, or representative basis.

26.3 Arbitration Rules and Governing Law. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules then in effect, except as modified by this arbitration agreement. The Demand for Arbitration and AAA's rules can be found at www.adr.org. If face-to-face proceedings are necessary, they will occur at a location convenient for both parties, considering their ability to travel. The arbitrator will have exclusive authority to resolve any disputes concerning the interpretation, applicability, or enforceability of these Terms, including claims that this arbitration agreement is void or voidable. The arbitrator will have the power to award relief on an individual basis only and shall decide all claims according to Illinois state law. The arbitrator's decision will be final and binding, and any award can be enforced in a court with proper jurisdiction.

26.4 Pre-arbitration Dispute Resolution. Before initiating any arbitration related to this Agreement, if you have a dispute with the Company or Provider, you must first contact the Provider's

Customer Service via the [contact page](#). If satisfactory resolution is not achieved, you must send written notice of your claim, including a detailed description, via certified mail to Affiliate Marketers LLC, Attn: Legal Department, Arbitration Inquiries, 838 Walker Road, Suite 21-2, DE 140, Dover, DE 19904. (Note: This address is solely for mailing and not the physical location of the website. For customer service inquiries, please use the [contact page](#).) Providing as much detail as possible is important. A representative will respond within thirty (30) days of receiving your notice. This notice is a prerequisite to arbitration.

26.5 Opt-Out. You may opt out of this arbitration agreement. If you do not wish to be bound by this arbitration agreement, you must notify us in writing within thirty (30) days of first accessing this Website. Your written notice should include your name, address, and a clear statement that you do not wish to resolve disputes through arbitration. Send your notice via certified mail to: Affiliate Marketers LLC, Attn: Legal Department, Arbitration Inquiries, 838 Walker Road, Suite 21-2, DE 140, Dover, DE 19904. (Note: This address is solely for mailing and not the physical location of the website. For customer service inquiries, please use the [contact page](#).)

26.6 Public Injunctive Relief.

(a) Public Injunctive Relief Carve-Out. Notwithstanding anything to the contrary in this Section, any claim or dispute in which the sole relief sought is injunctive relief—whether including or limited to public injunctive relief—may be brought in a court of competent jurisdiction and will not be subject to this arbitration agreement. This Agreement does not waive your right to pursue public injunctive relief in an individual capacity to the extent that such relief is permitted by applicable law.

(b) Mixed Claims Procedure. If a dispute involves both injunctive relief (including public injunctive relief) and non-injunctive claims, the parties agree that all non-injunctive claims will be submitted to arbitration first. Following the conclusion of that arbitration, either party may proceed with the injunctive relief claims in court, as permitted by applicable law. The statute of limitations for any such injunctive relief claims will be tolled from the date arbitration is initiated until the issuance of a final

arbitration award. To the extent you intend to pursue claims involving injunctive relief (including public injunctive relief), each party agrees that the statute of limitations for such claims will be tolled from the date arbitration is initiated until the issuance of a final arbitration award.

26.7 Arbitration Costs. The payment of all filing, administrative, and arbitrator fees will be governed by AAA's rules unless stated otherwise in this arbitration agreement. If the relief sought is \$10,000 or less, at your request, the Company and/or Provider will cover all associated arbitration fees. Any request for fee payment must be submitted by mail to the AAA along with the Demand for Arbitration. If the arbitrator finds your claim to be frivolous or improperly motivated, you agree to reimburse the Company and/or Provider for all fees they incurred in connection with the arbitration.

26.8 Judicial Determination of Applicability. Any dispute concerning the enforceability, scope, or application of the provisions in this Section related to public injunctive relief—including whether such claims must be heard in arbitration or court—shall be determined by a court of competent jurisdiction and not by an arbitrator.

27. Modifications and Access. We reserve the right to modify, suspend, or discontinue any part of this Website at any time, with or without notice. Additionally, we may terminate your access to this Website for any reason at our sole discretion.

28. Force Majeure. Neither the Company nor the Provider will be responsible or liable for any delay or failure to perform any obligations under this Agreement due to causes beyond our reasonable control, including, but not limited to, acts of God, war, riot, civil commotion, embargoes, fire, earthquake, flood, epidemic, pandemic, epidemic, danger to public health or safety, accident, explosion, casualty, strike, lockout, labor disturbances, interruption of transportation, power or communications systems, or any other cause beyond our reasonable control.

29. Taxes. You are responsible for any sales taxes applicable to your transactions through this Website.

30. General Provisions. These Terms, along with your use of this Website and any ticket sales conducted hereunder, will be governed by the laws of the State of Illinois, without regard to its conflict of law principles.

These Terms constitute the complete and exclusive statement of agreement between the parties regarding the matters discussed herein and supersede all prior and contemporaneous communications, agreements, and understandings between the parties, whether oral, written, electronic, or implied. No agency, partnership, joint venture, or other relationship is established by your use of this Website. If any provision of these Terms is deemed invalid or unenforceable in any circumstance, its application in other circumstances and the remaining provisions will not be affected. The invalid or unenforceable provision will be enforced to the fullest extent permitted by law. Headings at the beginning of each paragraph are for reference only and do not define the scope or extent of the paragraph.

You may not assign, delegate, or transfer these Terms, your rights, or your obligations hereunder, in whole or in part, without our prior written consent, and any attempted assignment, delegation, or transfer in violation of this provision shall be null and void. We may assign, delegate, or transfer these Terms, and any of our rights or obligations hereunder, in whole or in part, without restriction. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.