**StubHub Marketplace Global User Agreement**

**Last Updated: March 25, 2020**

**1. Global User Agreement**

StubHub provides an online platform and related services (“**Services**”) that connects sellers and buyers seeking to respectively sell and buy tickets, related passes and merchandise or other related goods and/or services for events (“**Tickets**”) and we may make such Services available internationally via one or more of our websites, our mobile applications and/or associated services (collectively, the “**Site**”). By accessing or using our Site, You agree to be bound by this StubHub Marketplace Global User Agreement (“**User Agreement**”). Our Payment Services Agreement (applicable if you sell tickets via our Site to an event located within Europe), User Privacy Notice, Mobile Privacy Notice, Seller Policies, Cookie Notice, FanProtect Guarantee, Top Seller Handbook (if you qualify as a Top Seller and the top seller program is available in your territory) and all other policies applicable to your use of the Site (collectively, the “**Additional Policies**”) are incorporated by reference into this User Agreement. We may periodically make changes to this User Agreement and shall notify you by posting a revised version on our Site. The revised User Agreement will become effective upon publication and your continued use of our Site and Services will constitute acceptance of the revised User Agreement.

**FOR ALL USERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED: CLAUSE 22 OF THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST STUBHUB ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

**For all users residing outside of the United States, please refer to Clause 24 for country-specific additional provisions which may apply to you, based on your country of residence.**

**2. Contracting Entity**

2.1 If you purchase or sell on our Site Tickets to an event that is located:

(i) in the United States, you are contracting with StubHub, Inc. (including its affiliate Last Minute Transactions, Inc. (operator of Last Minute Services (LMS))), 199 Fremont Street, 4th Floor, San Francisco, CA 94105 United States;

(ii) in Canada, you are contracting with StubHub Canada Ltd., 240 Richmond Street West, Suite 4-113, Toronto, Ontario M5V 1V6 Canada;

(iii) in the United Kingdom, you are contracting with StubHub (UK) Limited, 1 More London Place, London SE1 2AF United Kingdom;

(iv) in Mexico, you are contracting with EVANDTI, S.A. de C.V., Avenida Insurgentes Sur 253, piso 3, Colonia Roma Norte, Delegación Cuauhtemoc, 06700, Mexico City, Mexico;

(v) in Japan, you are contracting with Ticket Experience Co. Ltd., Level 15, Cerulean Tower, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo, Japan 150-8512;

(vi) in South Korea, you are contracting with Ticket Experience, Inc.; The Executive Centre, Gangnam Finance Center, 152 Teheran-ro, Suite 405, Gangnam-gu, Seoul 06236 South Korea; or

(vii) anywhere else in the world, you are contracting with Ticketbis S.L., a company registered in the Mercantile Registry of Vizcaya, page nº BI-5766, volume 5184, sheet 69, with tax domicile and office at 45 Gran Vía Don Diego López de Haro, 7th floor 48.011 Bilbao, Biscay, Spain, VAT number ES B95630034.

2.2 StubHub Inc., StubHub (UK) Limited and Ticketbis S.L. are each hereinafter referred to as "**StubHub**", "**we**", "**us**", or "**our**").

2.3 Additionally, for events located in the European Union, eBay S.à r.l. (“**StubHub Services**”) is the entity that handles any and all payments and payouts on our Site with regard to events located in the European Union. Accordingly, if you sell on our Site Tickets to an event located within the European Union, you are contracting Services subject to the terms of the Payment Services Agreement, in addition to contracting with StubHub (UK) Limited or Ticketbis S.L. (as applicable).

**3. Ticket Marketplace**

3.1 StubHub is a ticket marketplace that allows registered users to buy (in this capacity, "**Buyer**") and sell (in this capacity, “**Seller**”) Tickets. The Seller (and not StubHub) sets the prices for the Tickets. As a marketplace, StubHub does not own the Tickets sold on the Site. Ticket prices may exceed the face value of the Ticket.

3.2 While StubHub may provide pricing, shipping, listing and other guidance on the Site, such guidance is solely informational (without any warranty as to accuracy). Also, while we may help facilitate the resolution of disputes between Buyer and Seller and provide the FanProtect Guarantee, StubHub has no control over and does not guarantee the existence, quality, safety or legality of the Tickets; the truth or accuracy of the user’s content or listings; the ability of Sellers to sell tickets or Buyers to pay for them; or that a Buyer or Seller will complete a transaction.

**4. Your Account**

4.1 In order to list, sell or purchase Tickets you must register an account ("**Account**") with StubHub. You must be at least 18 years old and must be able to enter into legally binding contracts. If you are registering with StubHub for a business entity, you represent that you have the authority to legally bind that entity.

4.2 When opening an Account you must provide complete and accurate information and provide us with a valid credit card, debit card or PayPal account ("Payment Method"). If your registration or payment information changes at any time, you must promptly update your details in your Account. You acknowledge that StubHub may charge any one of your payment methods on file for amounts you owe us, costs we incur or other losses arising out of your violation of this Agreement (including the Additional Policies).

4.3 StubHub reserves the right to temporarily or permanently suspend Accounts with incomplete or inaccurate information.

4.4 You are solely responsible for maintaining the confidentiality of your Account information and password. You are solely responsible for any activity relating to your Account. Your Account is not transferable to another party.

**5. Privacy and Communications**

All communications between you and StubHub (including our service providers, our parent company or our affiliates) are subject to our User Privacy Notice.

In addition, if you reside in the United States, you understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. Not all telephone lines or calls may be recorded by StubHub so we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

**6. Fees and Other Charges**

6.1 StubHub may charge fees for selling and/or buying Tickets through our Site and/or otherwise using our Services, as well as delivery or fulfillment fees (collectively referred to as "**Service Fees**"). Service Fees may vary depending on event type, Ticket type and location. StubHub may in its sole and absolute discretion change its Service Fees at any time, including after you list your Tickets. Any applicable Service Fees including any taxes if applicable will be disclosed to you prior to listing or buying a Ticket. StubHub may charge and/or retain Service Fees if you do not fulfill your contractual obligations under this User Agreement.

6.2 If you as a Seller do not fulfill your contractual obligations under this User Agreement and the Seller Policies, StubHub may charge you certain fees and/or costs in accordance with the Seller Policies.

6.3 If you as a Buyer change your postal address after you have purchased your Ticket(s) and require StubHub to deliver your Ticket(s) to this new postal address, or if you have specified an incorrect postal address, StubHub may charge you for any **additional delivery costs** which arise out of re-arranging the delivery of your Ticket(s) to the new or correct postal address. Such additional delivery costs may be charged to your Payment Method.

6.4 We may collect amounts owed using a collection agency or other collection mechanism and you may be charged fees associated with collecting the delinquent payments. StubHub, or the collection agency it retains, may also report information about your account to credit bureaus, and as a result, defaults in your account may be reflected in your credit report. If you wish to dispute the information StubHub reported to a credit bureau, please contact StubHub. If you wish to dispute the information a collection agency reported, contact the collection agency directly.

**7. Selling Tickets**

7.1 You must comply with all applicable laws and regulations and the terms of this User Agreement and the Seller Policies when listing, selling and delivering your Tickets.

7.2 When listing a Ticket you must set a price for which you are willing to sell your Ticket ("**Sales Price**"). You may modify (e.g. raise or lower the Sales Price) or delete your listing at any time until the Tickets have sold.

7.3 By listing a Ticket for sale, you are making a binding offer to sell that Ticket to a Buyer who purchases the Ticket at the Sales Price. When a Buyer accepts your offer by purchasing your Ticket through our Site, you are contractually bound to deliver that exact Ticket for Sales Price and within the required delivery timeframe. You are obligated to monitor your inventory and ensure all listings are accurate. Under no circumstances may Sellers cancel orders at one price and repost the same tickets for a higher price. Failure to fulfill your orders will lead to charges as stated in this User Agreement and Seller Policies.

7.4 StubHub does not guarantee that your tickets or related passes will sell or that your listing will appear on the Site within a certain time after it is posted or in a particular order on the event page or through search results. StubHub will not, for any reason, provide compensation for tickets that do not sell, even if it is due to Site unavailability from an outage or maintenance or listing delays.

**8. Taxes**

You as a Seller are responsible for determining whether any taxes are due on your sale of a Ticket, and for collecting and remitting such taxes. Any applicable taxes must be included in the Sales Price of your Ticket. You agree to provide StubHub with your Social Security Number or other tax identification number if necessary for StubHub to provide (without notice to You) information to the relevant tax authorities related to payments you receive from us and further authorize StubHub to release that information to the relevant tax authorities. The Service Fees include any applicable sales, use, excise, value added, service and other indirect taxes.

**9. Buying Tickets**

You are responsible for reading the complete listing before making a commitment to buy Tickets. When placing an order, you are entering into a **binding contract** with the Seller to purchase those Tickets. Additional terms communicated to you by the Seller may apply. Payment is remitted to StubHub and disbursed to the seller according to our Payment Services Agreement for Sellers or the User Agreement. **All Sales are final**. You cannot change or cancel any orders after the sale is complete.

**10. Payments**

10.1 Payments received from Buyers for Tickets purchased via the Site are processed by StubHub or StubHub Services (as applicable) on behalf of the Seller and credited to the Seller in accordance with the Seller Policies and Payment Services Agreement (as applicable). Without prejudice or limitation to the Payment Services Agreement, Seller appoints the relevant StubHub entity as its limited payment collection agent solely for the purpose of accepting funds from Buyers on behalf of Seller. Seller agrees that any payment made by Buyer to StubHub shall be considered the same as a payment made directly to Seller, and Seller will make the Tickets available to Buyer in the agreed-upon manner as if Seller had received the payment directly from Buyer. Except as otherwise specified in the FanProtect Guarantee, Seller understands that StubHub’s obligation to pay Seller is subject to and conditional upon successful receipt of the associated payments from Buyer. Except as otherwise specified in the FanProtect Guarantee, StubHub guarantees payments to Seller only for such amounts that have been successfully received by StubHub from Buyer. In accepting appointment as the limited payment collection agent of seller, StubHub assumes no liability for any acts or omissions of the Seller.

10.2 Payments from Buyers are due and payable immediately. A Buyer can pay the full order amount which includes any applicable Service Fees and taxes using one of the accepted payment methods.

10.3 A Buyer’s obligation to pay for a Ticket is satisfied when StubHub or StubHub Services (as applicable) has received the Payment in full.

**11. Event Cancellations, Postponement and Other Event Changes**

11.1 **Cancellation:** If an event is canceled and not rescheduled, we will remove the event and any listings related to the event from our Site and inform both Buyer and Seller about the cancellation with further instructions. If the Seller requires his Ticket(s) back to obtain a refund of the original purchase price from the promoter or organizer, he must contact [Customer Service](https://www.stubhub.com/contact-us/) immediately after the cancellation. The Buyer is required to retain the Ticket(s) and upon request from StubHub to send them back to either the Seller or to StubHub (as instructed by StubHub). The Buyer will receive a full refund or credit for use on a future purchase, as determined in StubHub’s sole discretion (unless a refund is required by law) once he has sent back the Ticket(s) (if applicable) and the Seller will not be paid. If the Seller has already been paid, the payment for the sale may be recovered by charging the Seller's Payment Method or by setting off this amount against pending payments for other Tickets the Seller has sold or will sell in the future.

11.2 **Postponement:** If an event is postponed, StubHub will work with Buyers and Sellers on a case-by-case basis attempting to resolve any Ticket issues. Sellers are prohibited from reselling, invalidating or changing Tickets for postponed events. Refunds will not be issued for postponed events, unless they are ultimately canceled as stated above.

11.3 **Other event changes:**StubHub is not responsible for partial performances, venue, line-up or time changes. No refunds will be issued in these instances.

**12. International Transactions**

12.1 Many of our Services are accessible to international Sellers and Buyers. We may offer certain programs, tools, and site experiences of particular interest to international Sellers and Buyers, such as estimated local currency conversion.

12.2 Your Ticket listing may appear on one or more of StubHub’s international Sites (including the original Site in which you listed your ticket). Sellers and Buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of Tickets. If you are a consumer seller and do not wish your Ticket listing to be visible internationally, you will need to remove your listing from our Site.

12.3 A Ticket to an event taking place in another location from the location of the Site that you listed or bought your Ticket on, or Site that you registered or accessed to sell or purchase your Ticket on (together **“Local Site”**) is defined as an **“International Event”**. You may be subject with respect to that particular sale or purchase to certain Additional Policies of the Site that relate to the location of the International Event.

12.4 As a Buyer, if you are purchasing a Ticket from your Local Site to an International Event, information relating to the Ticket and/or the event may differ to the information that you may receive on your Local Site, as information requirements may vary according to local laws.

12.5 As a Seller, if you are selling a Ticket from your Local Site to an International Event, (i) information required by StubHub relating to the Ticket and/or the International Event may differ from the information that you may provide on your Local Site, as information requirements may vary according to local laws, and (ii) you may be required to list the Ticket in the currency of the location of the International Event and your payment service provider may convert the Ticket price and apply additional charges.

12.6 To assist users who speak different languages, you authorize us to translate (or use tools to translate) your content related to your Ticket listing, in whole or in part, into local languages where such translation solutions are available. The accuracy and availability of any translation are not guaranteed.

12.7 Where as a Seller your Ticket listing appears on one or more of StubHub’s international Sites, we may as part of our Services display the price of your Ticket in one or more currencies (we reserve the right not to display your Ticket Sales Price in the currency related to the Local Site in which you listed Your Ticket), such information will be provided for informational purposes only (without any warranty as to accuracy) and the Buyer will be required to pay for any such Ticket in the currency applicable to the event.

12.8 In order to promote Ticket listings and increase their exposure to potential Buyers, listings may also be displayed on other StubHub or third-party websites and mobile application and within emails and onsite advertisements.

**13. Term and Termination**

13.1 This User Agreement shall commence on the date that you register an Account with StubHub and will continue for an indefinite period unless terminated in accordance with these provisions.

13.2 You may terminate this User Agreement at any time by contacting [Customer Service](https://www.stubhub.com/contact-us/). In the event that you request that we close your Account, we will treat your request as termination of this User Agreement. Without limiting our rights according to Clause 19, we may terminate this User Agreement at any time by giving at least thirty (30) days’ notice via email to your registered email address. We will then close your Account.

13.3 If you terminate this User Agreement as a Seller you are also terminating the Payment Services Agreement (to the extent applicable) as of the time of the termination of the User Agreement taking effect.

13.4 Termination of this User Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.

**14. Site Changes and Availability**

StubHub reserves the right at any time to modify or discontinue, temporarily or permanently, the Site, the Services or any part of the Site or Services with or without notice for any reason. StubHub performs regularly-scheduled maintenance. While we do our best to avoid customer impact, the Site or our Services may be temporarily unavailable during maintenance periods.

**15. Abusing StubHub**

When using our Site and Services, you agree that you will **not** do any of the following:

* contact or invite contact with other StubHub users for any reason other than the purpose for which you received the StubHub user’s contact information or solicit sales outside of StubHub;
* use the Buyer's personal data for any reason other than the delivery of Tickets unless otherwise agreed to by the Buyer;
* behave in an abusive manner to any StubHub employee or other user;
* violate any venue or event promoter rules at events or violate any applicable third party terms of service (for instance, when using our mobile applications);
* breach or circumvent any laws (including, where Tickets are sold internationally, the laws of the destination country), third party rights or our Additional Policies;
* post false, inaccurate, misleading, defamatory or libelous content;
* fail to fulfill your contractual obligations regarding the sale or purchase of a Ticket;
* use StubHub's trademarks without our prior written permission;
* copy, reproduce, reverse engineer, modify, create derivative works from, distribute or publicly display any content (except for your information) or software from our Site or Services without the prior express written permission of StubHub and the appropriate third party, as applicable;
* use any robot, spider, scraper or other automated means to access our Site or Services for any purpose without our express written permission;
* take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
* interfere or attempt to interfere with the proper working of our Site or Services or any activities conducted on or with our Site or Services;
* bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Site or Services;
* commercialize any StubHub application or any information or software associated with such application;
* export or re-export any StubHub application or tool except in compliance with the export control laws of any relevant jurisdiction and in accordance with posted rules and restrictions; or
* do anything else that StubHub determines, in its sole reasonable discretion, misuses the Site or Services or otherwise negatively impacts our marketplace.

In our effort to protect our Buyers and Sellers we may screen ticket sales or listings for signs of fraud using algorithms or automated systems, which may result in automatic cancellation of listings or sales and temporary or permanent suspension of accounts. If your transaction is canceled in error, or your account suspended in error, please contact us and we may reinstate your Account or listing, in our sole discretion.

**16. Mobile Device Terms**

If you are accessing the Site or Services through a mobile application (“**App**”), the following additional terms apply:

16.1 App Use. StubHub grants you the right to use the App only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the App (e.g. your wireless data service agreement). The App may not contain the same functionality available on the applicable StubHub website.

16.2 Intellectual Property – Apps. StubHub owns, or is the licensee to, all right, title, and interest in and to its Apps, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any App and you will not remove, obscure, or alter StubHub's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by the App.

16.3 Prohibited Countries Policy and Foreign Trade Regulation - Applications. The App or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Burma (Myanmar), Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using the App, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties).

16.4 Device Specific Additional Terms

**iOS – Apple**

These Mobile Device Terms are an agreement between you and StubHub, and not with Apple. Apple is not responsible for the App and the content thereof.

StubHub grants you the right to use the App only on an iOS product that you own or control and as permitted by the App Store Terms of Service.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the App to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.

Apple and Apple's subsidiaries are third party beneficiaries of these Mobile Device Terms, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Mobile Device Terms against you.

**Android – Google**

These Mobile Device Terms are an agreement between you and StubHub, and not with Google. Google is not responsible for the App and the content thereof.

StubHub grants you the right to use the App only on an Android product that you own or control and as permitted by the Google Play Terms of Service.

Google has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Google is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Google is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Google, and Google will refund the purchase price, if applicable, for the App to you; and to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the App.

Google and Google's subsidiaries are third party beneficiaries of these Mobile Device Terms, and, upon your acceptance, Google as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Mobile Device Terms against you.

**17. Content**

17.1 You own and are solely responsible for any content including images, text, audio or other materials that you submit (**“User Content”**). By submitting User Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You grant StubHub the right to use your name or image in association with your User Content, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees.

17.2 You represent and warrant that the User Content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify StubHub for any and all claims resulting from your User Content. StubHub has the right but not the obligation to monitor, edit or remove your User Content. The User Content is non-confidential and StubHub will not be liable for its use or disclosure.

17.3 We may offer catalogs of stock images, descriptions and product specifications, which are provided by third-parties (including StubHub users). You may use catalog content solely in connection with your StubHub listings during the time your listings are on our Site. While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in their catalogs. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

17.4 If you submit ideas, suggestions, documents, and/or proposals (**“Ideas”**) to StubHub, you do so voluntarily and with no expectation of confidentiality. By submitting Ideas, you grant us ownership of the Ideas to use for any purpose, in any way, in any media now known or in the future and throughout the universe without any obligation or payment. You understand that StubHub may have something similar to the Ideas under consideration or in development.

**18. Protecting Intellectual Property Rights**

StubHub respects intellectual property rights and we respond to notices of alleged infringement.

If you reside in the United States, and you find material on our Site or Services that you believe infringes your copyright or other intellectual property rights, please notify us and we will investigate. Learn how to submit a notice to StubHub, see Appendix 1.

**19. Violating the Agreement**

19.1 We may investigate any potential or suspected violations of the User Agreement, Additional Policies, security protocols or best practices, third-party rights or applicable law; any actions or any other misconduct or potential abuse on or through the Services or attempts. When assessing whether and which measure(s) to take against a user, we will take the legitimate interests of the user into account, and shall in particular consider if the user is responsible for the misconduct.

19.2 We may take any actions we deem appropriate in our reasonable discretion for the conduct described in 19.1.Without limiting other remedies, these actions may include: limit, or temporarily or permanently suspend, or terminate our services and Accounts, restrict or prohibit access to, and your activities on, our Site and/or Services, remove listings, require you to edit listings, cancel sales, require you to send Tickets to a Buyer within a specified time, delay or remove hosted content, remove any special status associated with an Account, reduce or eliminate any discounts, withhold payment, charge the Payment Method on file for amounts you owe or costs we incur due to your misconduct (including, without limitation, any costs associated with collection of delinquent Accounts or chargebacks and any replacement costs), and take technical and legal steps to keep you from using our Site and/or Services.

19.3 We reserve the right to report any activity that we believe to be illegal or otherwise in contravention of this User Agreement and we will respond to any verified requests relating to a criminal investigation (i.e. a subpoena, court order or substantially similar legal procedure) from local and foreign law enforcement or regulatory agencies, other government officials or authorized third-parties.

**20. Disclaimer of Warranties; Limitation of Liability**

20.1 YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF THE SITE AND SERVICES ON AN ‘AS IS’ AND ‘AS AVAILABLE’ BASIS. STUBHUB MAKES NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, SITE, ANY TICKETS, ANY EVENT, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS USER AGREEMENT AND IN OUR FANPROTECT GUARANTEE, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

20.2 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, STUBHUB (INCLUSIVE OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) IS NOT LIABLE FOR: (A) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF: PROFITS, GOODWILL OR REPUTATION, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE OR SERVICES; (III) ANY USER CONTENT OR CONTENT OF THIRD PARTIES, OR (IV) THE DURATION OR MANNER IN WHICH TICKETS YOU LIST APPEAR ON THE SITE OR SERVICES.

20.3 SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THIS USER AGREEMENT. THIS IS ESPECIALLY SO IF YOU ARE A CONSUMER.

20.4 REGARDLESS OF THE PREVIOUS CLAUSES, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) $200.

**21. Applicable Laws and Jurisdiction**

21.1 Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed according to the **laws of the State of California. For consumers resident in the EU, please note that the mandatory consumer protection provisions of the law of the member state in which you reside will also apply.**

21.2 **If you reside in the United States**, you agree to resolve your disputes with StubHub as specified in Clause 22. **If you reside anywhere else in the world**: if you are registered as a business you agree to submit to the exclusive jurisdiction, and if you are a consumer you submit to the non-exclusive jurisdiction, of the courts of the State of California (according to the rules in clause 21.1 above). This means that you as a consumer have the right to bring an action either in the State of California (United States) or at your place of residence. StubHub may only initiate legal proceedings against consumers before the courts in their place of residence.

21.3 If you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any alternative dispute resolution (**ADR**) procedures or services, unless otherwise (i) specified in the country-specific additional provisions below, and/or (ii) provided by law.

**22. Legal Disputes**

22.1 **If you reside in the United States or Canada, You and StubHub each agree, except where prohibited by law, that any and all disputes or claims that have arisen or may arise between you and StubHub relating in any way to or arising out of this or previous versions of the User Agreement (including this Agreement to Arbitrate, as the term is defined below) or the breach or validity thereof, your use of or access to the Site or Services, or any tickets or related passes sold or purchased through the Site or Services shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (“Rules”), rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis (together with subsections 22(A)-(F), the “Agreement to Arbitrate”). This Agreement to Arbitrate is intended to be broadly interpreted.** The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

**A. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**1. Prohibition of Class and Representative Actions**

EXCEPT WHERE PROHIBITED BY LAW, YOU AND STUBHUB AGREE THAT EACH OF US MAY BRING CLAIMS PURSUANT TO THIS AGREEMENT TO ARBITRATE AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND STUBHUB AGREE OTHERWISE, THE ARBITRATOR SHALL NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND SHALL NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

**2. Non-Individualized Relief**

YOU AND STUBHUB AGREE THAT 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 CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS OR THE GENERAL PUBLIC. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then subject to your and StubHub’s right to appeal the court’s decision, that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims will be arbitrated.

**B. Arbitration Procedures**

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of the User Agreement, as a court would.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

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 formation of this Agreement to Arbitrate, any part of it, or of the User Agreement including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the User Agreement is void or voidable.

The arbitration will be conducted by the AAA under the Rules, as modified by this Agreement to Arbitrate. The Rules are available at [www.adr.org](https://www.adr.org/) or by calling the AAA at 1-800-778-7879. The language of the arbitration shall be English.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute (“**Notice**”). You may download a form Notice. A Notice to StubHub should be sent to StubHub Inc., Attn: Litigation Department, Re: StubHub Notice of Dispute, 199 Fremont Street, 4th Floor, San Francisco, CA 94105 United States. StubHub will send any Notice to you to the physical address we have on file associated with your StubHub account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and StubHub are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or StubHub may initiate arbitration proceedings pursuant to the Rules. A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org/). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to StubHub at the following address: StubHub, Inc. c/o National Registered Agents, Inc., 2875 Michelle Dr., Ste. 100, Irvine, CA 92606. In the event StubHub initiates arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your StubHub account. Any settlement offer made by you or StubHub shall not be disclosed to the arbitrator. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, you or StubHub may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and StubHub subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or StubHub may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different StubHub users, but is bound by rulings in prior arbitrations involving the same StubHub user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**C. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees will be governed by the Rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is $10,000 or less, at your request, StubHub will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by StubHub should be submitted by mail to the AAA along with your Demand for Arbitration and StubHub will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than $10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, StubHub will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed in subsection 22(B) above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse StubHub for all fees associated with the arbitration paid by StubHub on your behalf that you otherwise would be obligated to pay under the Rules.

**D. Severability**

With the exception of any of the provisions in subsection A.1 of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that subsection A.1 of this Agreement to Arbitrate is invalid or unenforceable, then if StubHub so elects, the entirety of this Agreement to Arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of any of the provisions in subsection A.2 of this Agreement to Arbitrate (“Non-Individualized Relief”) as to a particular claim for relief, then subject to your and StubHub’s right to appeal the court’s decision, that claim (and only that claim) must be severed from the arbitration and litigated in in court. All other claims and disputes subject to arbitration under this Agreement to Arbitrate, including any and all claims for monetary damages of any kind, shall be arbitrated.

**E. Opt-Out Procedure**

**You can choose to reject this Agreement to Arbitrate (‘opt out’) by mailing us a written opt-out notice (‘Opt-Out Notice’). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. You must mail the Opt-Out Notice to StubHub, Inc., Attn: Litigation Department, Re: Opt-Out Notice, 199 Fremont Street, 4th Floor, San Francisco, CA 94105, United States.**

For your convenience, we are providing an Opt-Out Notice form you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the StubHub account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the User Agreement, including all other provisions of Section 9 ‘Disputes with StubHub’, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

**F. Future Amendments to the Agreement to Arbitrate**

Notwithstanding any provision in the User Agreement to the contrary, you and StubHub agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and StubHub prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and StubHub. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [https://www.stubhub.com](https://www.stubhub.com/) at least thirty (30) days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

22.2 **If you reside outside of the United States or Canada** and a dispute arises between you and StubHub, we strongly encourage you to first contact us directly to seek a resolution by contacting [Customer Service](https://www.stubhub.com/contact-us/). For the avoidance of doubt, if you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any ADR procedures or services, unless otherwise (i) specified in the country-specific additional provisions below, and/or (ii) provided by law.

**23. Release and Indemnification**

23.1 To the fullest extent permitted by law, you release and covenant not to sue StubHub, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between users. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

23.2 You agree to indemnify and hold us and (if applicable) our parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the "**StubHub Indemnitees**") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by us and (if applicable) any StubHub Indemnitee resulting from or arising out of your breach of this User Agreement, your improper use of our Site or Services, and/or your violation of any law or the rights of a third party.

**24. Country-Specific Additional Provisions**

**Applicable to US residents**

24.1 If you are a Californian resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**Applicable to events located in the state of Illinois (USA)**

24.2 For any user that is selling a Ticket to an event located in the state of Illinois, the following applies: pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, Buyers and Sellers may elect to submit complaints against one another to the American Arbitration Association (‘AAA’) under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org/). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement and all incorporated Policies. Buyers and Sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

**Applicable to consumers resident in certain other countries**

24.3 Please see the appendices to this User Agreement for any provisions that may apply to you in addition to or in place of certain provisions of this User Agreement if you are resident in a particular country. The provisions of the country appendices will take precedence over the provisions of this User Agreement and the Additional Policies, to the extent there is a conflict.

**25. General Provisions**

25.1 This User Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this User Agreement will be valid or effective unless made in accordance with the express terms of this User Agreement.

25.2 If any provision of this User Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this User Agreement shall not be affected.

25.3 We may assign or transfer our rights and obligations under this User Agreement at any time, provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you. You may not assign or transfer this User Agreement, or any of its rights or obligations, without our prior written consent, which we can refuse in our sole discretion.

25.4 No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this User Agreement, your use of the Site, or the provision of our Services. A person who is not a party to this User Agreement has no right to enforce any term of this User Agreement.

25.5 Nothing in this User Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

25.6 The subject heading at the beginning of each paragraph of this User Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph. The following sections survive any termination of this User Agreement: Contracting entity, fees and other charges, taxes, payments, abusing StubHub, content, liability, applicable laws, release and indemnification, additional provisions applicable to US residents and events in the USA, general provisions.

25.7 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

25.8 Legal notices to us shall be served by registered mail to your relevant entity listed in Clause 2.1. We shall send notices to you by email to the email address you provide to us during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the postal address provided during registration. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

**26. Force Majeure**

StubHub shall not be in default or otherwise liable under this User Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, terrorism, cyber-terrorism, embargo, war, act of God, natural disaster, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default by StubHub hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under StubHub’s control (“Force Majeure”).

**Appendix 1**

**To report infringement of your intellectual property appearing on stubhub.com**

**Notice of Infringement:** If you have a good faith belief that your intellectual property rights have been violated, you can submit a Notice of Claimed Infringement to StubHub’s designated agent with the following information:

1. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification or description of the copyrighted work or other intellectual property you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the right at issue (for example, trademark or patent);

3. Identification or description of where the material that you claim is infringing is located on StubHub, with enough detail that we may find it on the Site including, whenever possible, the URL;

4. Brief description of how the challenged content infringes the owner’s intellectual property rights;

5. Your address, telephone number, and email address;

6. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and

7. A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner’s behalf.

StubHub's designated agent can be contacted as follows: by mail to StubHub’s Designated Agent, StubHub, Inc., 199 Fremont Street, 4th Floor, San Francisco, CA 94105 United States; by email to copyright@stubhub.com; or by phone at 1.855.420.3571.

**To challenge a DMCA takedown for content appearing on stubhub.com**

**DMCA Counter-Notice.** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to the Designated Agent at the address(es) listed above:

1. Your physical or electronic signature;

2. Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;

3. A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and

4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by StubHub's Designated Agent, StubHub may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at StubHub's sole discretion.

**To report infringement of your intellectual property appearing on any other Stubhub domain**

Contact [Customer Service](https://www.stubhub.com/contact-us/) and provide your name, contact details and sufficient details to enable us to review your complaint.

Back to section 18 - Protecting intellectual property rights

**[Appendix 2 - Germany](https://www.stubhub.de/legal/?section=ua" \l "appendixOneHeadingDE)**

**Applies to consumers resident in Germany**

**[Appendix 3 - France](https://www.stubhub.fr/legal/?section=ua" \l "appendixOneHeadingFR)**

**Applies to consumers resident in France**

**[Appendix 4 - Italy](https://www.stubhub.it/legal/?section=ua" \l "appendixOneHeadingIT)**

**Applies to consumers resident in Italy**

Back to section 24 - Country-specific additional provisions