

## General Terms of Business.

These Terms of Business ("Terms and Conditions", "Ts&Cs"), together with Our Privacy Policy govern the use of the Wow Tickets platform ("Wow Tickets", "Wow Platform") and your use of it.

### 1.0. About us

1.1. We, Furiosa Ltd trade as Wow Tickets ("we" or "us") and are the sole operator of this Website and are responsible for it accordingly.

1.2. Furiosa Ltd is a Company registered in England & Wales under Company Number 05089927. Our registered office for communications is located at 86-90 Paul Street, London, EC2A 4NE, UK.

2.0. The Wow Platform acts as a Conduit Platform (intermediary platform), enabling the Public to purchase Tickets to events organised by their respective Owners, Organisers & Promoters. Wow Tickets do not own or arrange any event, venue or activity, unless where specifically stated that we are the Sole Promoter of our own event. Any and all bookings and ticket sales shall be directly between You the Purchaser/ Consumer and the event Organisers.

2.1. Any descriptions, photographs, and other listed content/ information for the events or activities listed on our Website, originate from the respective Suppliers/ Promoters/ organisers. We therefore have no input, control or direct influence with such content or the event/ activity itself.

2.2. These Terms of Business ("Ts&Cs") apply to all visitors to and users of the Wow Tickets Platform. As soon as you use the Wow Tickets Platform, you are obliged to comply with these Terms. You should read them carefully during your first use and before making any booking via our Website.

2.3. The use of the Wow Tickets Platform is only for you personally, i.e. you may not use it under any circumstances for business purposes. The reselling of any tickets purchased via our Website is strictly forbidden. This means any use or purpose that goes beyond your personal use in your private environment and/or is deemed to serve a commercial or business purpose, or by those personally connected to you and/or other third-parties, in particular the commercial resale of the tickets.

### 3.0. What we do & what we provide

3.1. The contract for the provision of any Event or Activity is concluded exclusively and directly between you and the Supplier ("Service Agreement"). When you book or buy a ticket through the Wow Tickets Platform, you are not buying anything from us, but directly from the Supplier.

3.2. The transaction is enabled by us on behalf and for the account of the Suppliers. We act as a commercial intermediary platform for the Suppliers and are commissioned and authorised by the Suppliers to conclude transactions directly between them and you.

3.3. The payments from you are transferred to the account of the Suppliers. We do not offer any other activity or involvement ourselves, and therefore do not become a contractual party with you to any Service Agreement for the tickets. We do not act as the organiser, the landlord, reseller or other contractual partner in relation to the tickets or events. We merely receive a commission on sales from the Supplier for brokering the advertising and supply of the tickets.

3.4. If more than one Supplier is able to offer an event you are searching for, this can be displayed in an order based on various factors including popularity, diversity, availability, ratings and reviews.

3.5. Once booked, if you have any questions regarding your booking or purchase, this should be directed to the event Organiser/ Promoter using the information supplied to you upon confirmation

of your order. Please note that you may be bound by additional Terms and Conditions of that Promoter/ organiser/ Supplier. You are advised to check to ensure you are happy with those terms.

3.6. The use of our Wesbite is on an 'as is' basis. At all times we reserve the right to restrict your booking of tickets, or cancel tickets you have booked, in the case of suspected fraud, violation of these Wow Tickets Ts&Cs, or other violation of obligations under the Agreement, which become known to or suspected by Us.

3.7. We are not obligated to improve, extend (update/upgrade) or make available the content, functions and services provided via the Wow Tickets Platform. We may discontinue our services and performances at any time; there is no right to continuation. However, if you have already concluded a Service Agreement with a Supplier, Section 15 applies to you, i.e. the Service Agreement.

#### 4.0. Registration and Wow Tickets account

4.1. Although registration is not required to access the Wow Tickets Platform, you must register with us in order to use all features, for example, making a purchase.

4.2. In order to create an account you must enter your full legal name and email address in the registration form on the Platform and may set a password. You alone are responsible for the use of your account and protecting your password. We recommend that you use a series of alphanumeric digits, plus numbers, capitals and special characters to create a strong password.

4.3. You may only create one Wow Tickets Account for yourself. You may not transfer the account to anyone else.

4.4. If you are under the age of 18 years, then you may create an account and purchase tickets, as long as this is with the consent of a Parent or Legal Guardian, who can authorise/ consent to the opening of the account on your behalf.

5.0. You acknowledge that whenever you download any attachments, tickets or vouchers from or via our Website, You may be required to provide certain information about yourself as a condition to downloading and functionality. All information we collect through or in connection with the Wow Tickets Platform is subject to our Privacy Policy.

5.1. Although we take precautions as are reasonably necessary, you acknowledge that we cannot guarantee that any attachments or tickets are free of any bugs or viruses. You are advised to ensure that you have sufficiently strong anti-virus protection on your device. We do not accept any liability for any damage or loss caused to your device in respect of viruses, bugs or other similar entities.

#### 6.0. Payment via Wow Tickets

6.1. The price offered and shown on the Wow Tickets Platform ("Posted Price") shall apply to the event as given by the individual promoter/ organiser/ Seller. The amount you pay ("Booking Price") is the Posted Price, less any applicable discount voucher or special promotion code that we may make available from time to time. The Booking Price for the Activity is payable immediately upon booking.

6.2. Wow Tickets is entitled to receive the invoiced amounts, holding/ transmitting the same for the benefit of and on behalf of the Supplier (as an intermediary). With the successful payment via Wow Tickets, you have fulfilled your payment obligations towards the Supplier with a discharging effect. Your Contract for Services is then directly between you and the Supplier/ organiser/ promoter/ Seller.

6.3. Once a ticket is booked, we do not have the facility to initiate a refund of that purchase, unless this was clearly made by you in error, due to a malfunction of our Platform or through demonstrably

fraudulent use. If you require any refund outside of those exceptions, this is a matter directly between you and the Supplier/ Seller/ Organiser. You should contact them as soon as possible using the coordinates/ contact details given to you along with your purchase notification or delivery of tickets.

6.4. You must provide payment information accurately and update it immediately in the event of any changes. The means of payment permitted for the purchase will be displayed to you in the order process. The terms and conditions of the payment service provider will apply when using card payment or other methods such as Google Pay or Apple Pay. Your payment service provider may charge additional fees which are outside of our control. You are required to confirm to us prior to purchase, that you are authorised to use or have the right to use the payment method you select.

6.5. By authorizing payment, you consent to your payment information being used to collect payment via the Wow Tickets Platform to the benefit of and for the Supplier.

#### 7.0. User Content.

7.1. The submission of reviews of events or activities which you have purchased, or posting pictures (together, "User Content") on Social Media is on the condition that You are fully responsible for the User Content you post. It is strictly forbidden to post User Content that: (i) is untrue or misleading; (ii) mentions us when created in return for remuneration from a third-party; (iii) is created by or under the direction of the Supplier who provides the tickets; (iv) violates the intellectual property, privacy, or other rights of Wow Tickets or (v) is defamatory or discriminatory.

7.2. You retain ownership of any User Content you create or post. However, if we are mentioned, You grant Us a non-exclusive, sublicensable, worldwide, fully-paid and royalty-free license, in any and all media now known or hereafter discovered or developed, to use, reproduce, adapt, translate, make derivative works of, modify, perform, publicly display, publicly perform, transmit, and distribute the User Content including (i) on or through the Wow Tickets Platform, (ii) on or through Our Partners, and (iii) in online and offline marketing materials.

#### 8.0. Data protection

8.1. All your personal data collected through the Wow Tickets Platform is processed by Us as a Data Controller, in accordance with relevant data protection laws and for the purposes described in Our Privacy Policy. We only share your personal data with Suppliers to the extent it is necessary for the performance of the Services between you and Supplier, or when necessary to comply with a legal obligation.

8.2. Suppliers can also be independent data controllers and bear their own sole responsibility for the processing of your personal data. You are advised to check their Data & Privacy Policies to ensure you are content with such policies. We accept no liability of any kind in respect of the data processing or privacy policies (or lack of) by those Suppliers/ Promoters/ Organisers or Sellers.

#### 9.0. Indemnification

9.1 You shall fully indemnify us for all damages, costs and expenses (including reasonable legal defence costs) incurred by us, our agents, or partners as a result of:

9.1.1. your intentional or negligent misrepresentation, act, or omission in connection with your use of the Wow Tickets Platform;

9.1.2 your intentional or negligent non-compliance with the Wow Tickets Terms of Business (these Ts&Cs); or

9.1.3 claims asserted by third-parties arising out of or in connection with your access to or use of the Wow Tickets Platform that intentionally or negligently violates these Terms and Conditions.

#### 10.0. Assignment

10.1. You may not transfer or assign your rights and/or obligations under these Terms of Business (Ts&Cs), except for any claim for damages.

10.2. You hereby state that you are transacting with Use as an individual Consumer (or on behalf of a group of individuals), specifically for personal use and not in the course of commercial business activity.

#### 11.0. Severability clause

11.1. Should an individual clause of these Terms of Business (Ts&Cs) be or become void or ineffective in whole or in part, or be struck-out by a competent Court, this shall not affect the validity of the remaining provisions or clauses.

#### 12.0. Contract with the Supplier

12.1. Regarding the Provision of the event or activity, it is your responsibility to arrive on time at the meeting point for the event or activity indicated by the Supplier in your booking confirmation and any additional instructions. You are responsible for any necessary travel or ID documents (ie passport, visa, etc.) and compliance with any age, health or other requirements.

12.2. The Booking via Wow Tickets does not include insurance/s of any type. You alone are responsible for ensuring sufficient insurance coverage as may be personally needed. We strongly encourage you to hold travel and/or liability insurance, especially if you are booking an event or activity that involves any strenuous or high-risk activities. We do not operate tours, employ or supply guides/ chaperones, supervisors or set any safety standards for such events or activities.

12.3. Suppliers/ Organisers/ Promoters are considered to be independent contractors and are not Officers, Agents, Employees, partners or Representatives of Furiosa Ltd or Wow Tickets We are not liable for any acts, errors, omissions, representations, warranties, breaches, negligence, or misconduct of any Supplier, or for any accidents, personal injury, death, property damage, or any other damages or expenses resulting therefrom, or otherwise arising from any booking or Activity made via the Wow Tickets Platform.

12.4. For any time and deadline calculations, numbers in attendance, dress codes or any other restrictions or pre-conditions, or the barring from or removal of an individual or persons from an event or activity, the impositions and decision of the Supplier shall be decisive.

12.5 In the event that the Supplier/ Organiser/ Promoter excludes you from an Activity if (i) you do not meet the requirements for participation, (ii) you would endanger yourself or others through your participation/ conduct, or (iii) you disrupt the event or Activity in any way, in these cases, the Booking Price paid for the ticket/s will not be refunded by Wow Tickets.

12.6. The Supplier may make immaterial changes to the program of the Event or Activity at any time if this appears necessary due to circumstances arising at short notice. You should therefore pay particular attention to the method of communication used with the Supplier for any such changes or alteration being notified. In addition, the Organiser/ Seller/ promoter may cancel the event or Activity of their own decision. In such instance it shall be your responsibility to obtain any refund or part-allowance due from the Supplier/ Seller/ organiser/ promoter.

### 13.0. Final Conditions

13.1. We reserve the right to amend or adjust these Terms of Business in the future to take into account changes in the law, market changes ,or regulatory gaps. Such changes shall be notified in updated terms of Business and placed on our Website. You are advised to keep checking for any updates. If you object to those additional or new terms, then you can or we can terminate your Wow Tickets Account or your access to the Wow Tickets Platform with immediate effect.

13.2. Any and all notices, enquiries, complaints and other declarations transmitted within the framework of the Wow Ticket service and Platform must be made in writing (e.g. by email).

13.3. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Wow Tickets Terms of Business or any purchases made pursuant to them.

### 14.0. Warranty Disclaimers.

14.1. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO, AND HEREBY SPECIFICALLY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE EVENTS OR ACTIVITIES AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

14.2. The Wow Tickets Platform is provided “as is,” without warranty of any kind, either express or implied. We do not warrant that (i) the WOW TICKETS Platform will meet all of your requirements or that performance of the Wow Tickets Platform will be uninterrupted, virus-free, secure, or error-free, or (ii) the content on the Wow Tickets Platform will be complete, accurate, or free from technical defects or changes by unauthorised third-parties. We are not responsible for the accuracy or completeness of any Supplier provided data.

### 15.0. Event Related Liabilities.

15.1. Liability Release. YOU, ON BEHALF OF YOURSELF AND ANY CO-TRAVELLERS , HEREBY RELEASE FURIOSA LTD AND WOW TICKETS TO AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, AND LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES), WHETHER OR NOT NOW KNOWN, SUSPECTED, OR CLAIMED, RELATING TO ANY INJURY INCIDENT, WHICH YOU EVER HAD, NOW HAVE, OR MAY IN THE FUTURE HAVE.

### 16.0. Force Majeure

No liability shall exist in cases of circumstances reasonably beyond the control of You and/or the Wow Tickets Platform (force majeure), including but not limited to: failure of electronic or mechanical equipment or communications, acts of third parties (including denial of service attacks and excessive or abusive use of the Wow Tickets Platform), telephone or other connectivity problems, computer viruses, unauthorised access, theft, operator error, fire, severe weather including floods, Acts of God, terrorist attack, regulatory or other acts of regulatory, governmental or supranational authorities, war, riots, labour disputes, epidemic, pandemic or lockdowns.

17.0. These Terms of Business and any contractual arrangements entered into as a result, are governed by the Laws of England & Wales. Any and all proceedings or determinations or actions, shall be subject to the exclusive jurisdiction of the Courts in England.

18.0. This version of our Terms of Business were last revised and published on 1<sup>st</sup> May 2023.