



SEAT FILLERS USER AGREEMENT/TERMS OF USE

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Seat Fillers is an online mobile ticket marketplace where you can connect with people in your vicinity who are seeking or providing event tickets to sports, concerts, and other live entertainment events.

1. TERMS OF USE

By accessing the Seat Fillers application ("App") or its website found at www.seatfillersapp.com, whether through a mobile device, mobile application or computer (collectively, the "Services") you agree to be bound by these Terms of Use (collectively, the "Agreement"), whether or not you register to create a Seat Fillers account. Seat Fillers allows users to buy ("Buyers") and sell ("Sellers") tickets and related passes for live events. As a marketplace, Seat Fillers does not own the tickets posted for sale on the App nor does it set prices for tickets. Because Sellers set ticket prices, they may be higher than face value.

If you wish to create a Seat Fillers account and make use of the App, please read these Terms of Use. The terms "Seat Fillers" or "us" or "we" or "our" refers to Seat Fillers, LLC (also known as "Seat Fillers"), the owner and operator of the App providing the Services. The term "You" refers to the person accessing or using the App or the company or organization on behalf of which that person accesses the App.

By completing the registration process, you agree to accept the terms and the conditions of this Agreement to become a Registered User of the Services. By using the App and its associated Services, you are agreeing to these terms, and these terms will govern your use of the App and Services. If you do not agree to these terms, you must cease use of the App.

You should also read the Seat Fillers Privacy Policy, Seller Policies and Rules, and Safety Policy which are incorporated by reference into this Agreement and available in the Services. If you do not accept and agree to be bound by all of the terms of this User Agreement, including the Seat Fillers Privacy Policy and Seller Policies and Rules, do not use the App or the Services. Please contact us with any questions regarding this Agreement at customerservice@seatfillersapp.com.

a. Modifications

Seat Fillers reserves the right to modify the terms and conditions of this Agreement or its policies relating to the App or Services at any time, effective upon posting an updated version of this Agreement on the App or Services. You are responsible for regularly reviewing this Agreement. Continued use of the App or Services after any such changes shall constitute your consent to such changes. Do not continue to use the App or Services if you do not agree with the terms of this Agreement or any revised version of this Agreement.

b. App Changes and Availability of Services

Seat Fillers reserves the right at any time to modify or discontinue, temporarily or permanently, the App, Services, or any part of the App or Services with or without notice for any reason. Seat Fillers performs regularly scheduled maintenance. We will do our best to avoid customer impact or interruptions during maintenance periods.

2. REGISTRATION

Seat Fillers requires users to register before they can buy or sell tickets. To register (become a "Registered User"), you must provide your name, an online user name and an active email address. If



you want to become a Seller, you must create a Seller's account, agree to the Seller Policies and Rules, and pay the applicable listing or subscription fees using a valid PayPal account.

If you choose to register to create a Seat Fillers account, you agree to provide only accurate, complete registration information, and that you will keep that information up-to-date if it changes. Access to the App is not authorized by any other person or entity using your registration information and you are responsible for preventing such unauthorized use.

Once you have registered to create a Seat Fillers account and become a Registered User, you have the option to sign in to your Seat Fillers account using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you might share in common with other Seat Fillers users. For more information regarding the data we collect from you and how we use it, please consult our Privacy Policy.

A Registered User of the Services must agree to accept the terms and conditions of this Agreement. You may only use these Services if you are legally able to enter into a binding contract. If you are under the age of 18, you may only use the App or Services in conjunction with and under the supervision of a parent or guardian.

a. Account Security

Seat Fillers will use reasonable efforts to maintain the security and integrity of information you provide to us. However, you acknowledge and agree that Seat Fillers cannot fully eliminate security risks and cannot guarantee that unauthorized access to your information will never occur. You agree that you will keep your password for your Seat Fillers account confidential and secure, and that you will not share it with others.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify Seat Fillers of any disclosure or unauthorized use of your username or password or any other breach of security at customerservice@seatfillersapp.com and ensure that you log out from your account at the end of each session.

3. PRIVACY

We believe that personal privacy issues are important, so we developed a Privacy Policy to explain how we collect, use and disclose information and content. The Privacy Policy forms part of our agreement with you and is incorporated in this Agreement by reference. For full details, please refer to our Privacy Policy within the App Settings or on the Seat Fillers website.

You confirm that you have read and accept our Privacy Policy, the terms of which are incorporated herein, and agree that the terms of this policy are reasonable and satisfactory to you. You consent to the use of your personal information by Seat Fillers and/or its third-party providers and distributors in accordance with the terms of and for the purposes set forth in the Privacy Policy. Seat Fillers utilizes third parties for storage and running of the Seat Fillers App and related software, therefore, Seat Fillers makes no representation or warranty with regard to the sufficiency of the security measures used for data handling and storage. Seat Fillers will not be responsible for any actual or consequential damages that result from a lapse in compliance with the Privacy Policy because of a security breach or technical malfunction.



4. TRANSACTIONS ARE BETWEEN BUYERS AND SELLERS

a. Seat Fillers Is a Marketplace, Not Selling Tickets

Seat Fillers acts as a marketplace only to allow Buyers and Sellers to interact regarding tickets. Seat Fillers is not the party offering any tickets for sale. Seat Fillers is in no way affiliated with any venue, promoter, team, league or organizing group and is not associated with any official organizer of the events for which Sellers may post ticket information. In all cases, the submission of ticket postings is solely the responsibility of the Registered Users acting as Sellers. Any and all communication and negotiation between a Buyer and a Seller regarding the possible purchase of tickets posted by the Seller are transactions between Buyers and Sellers only. The fulfillment of a negotiated purchase of tickets, including delivery or shipment of tickets, is the responsibility of the Seller. Buyers need to communicate directly with the Seller to make arrangements for the payment to the Seller and receipt of the tickets purchased from the Seller.

b. Ticket Pricing Set by Sellers

The price printed on the ticket in most cases will not be the same as the purchase price or the cost of the transaction. Ticket prices are set by the owners of ticket(s) or the Seller posting the tickets on the App. Seat Fillers does not own ticket inventory nor set ticket prices. As a result, the ticket prices listed may be higher (or in some cases lower) than the original face value printed on the ticket.

Seat Fillers does not guarantee any information provided by our Sellers in the postings area of the ticket listings. It is the Buyer's responsibility to verify any possible inconsistency or discrepancy in the ticket location, description, and/or price by contacting the Seller as soon as possible following the discovery of such a discrepancy.

c. Ticket Purchase Policy

Due to the large volume of ticket sellers listing tickets on our App, locations, descriptions and pricing of similar or equal tickets may vary and pricing errors do occur. Because Seat Fillers does not set the pricing of the tickets posted on the App, Seat Fillers shall not be liable for any pricing errors listed on this App. It will be the Buyer's responsibility to verify any possible inconsistency or discrepancy in the ticket location, description and/or price.

Event dates, times, venues, and subject matter, which are listed on the ticket, may change. It is the responsibility of the Buyer to verify the most recent details for an event. Please contact the box office or refer to local listings for any changes.

d. Lost, Stolen, or Damaged Tickets-Buyer Responsibility

Please keep your tickets in a safe place. Seat Fillers is not the Seller or broker of any tickets purchased from a Seller through use of the App and is not responsible for lost, stolen, damaged or destroyed tickets. Please note that direct sunlight or heat can damage certain types of tickets.

5. CONTENT TERMS

a. Content Posted by Users on the App or in the Services

You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "post") on the App or transmit to other Registered Users, including text messages, chat, videos (including streaming videos), photographs, or profile text, whether publicly posted or privately transmitted (collectively, "Content"). You may not post as part of the Services, or transmit to Seat Fillers or any other user (either on or off the Services), any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing,



racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that (i) all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on the App or Services and grant the licenses set forth below.

You agree that any Content you place on the Services may be viewed by other Users and may be viewed by any person visiting or participating in the Services. You understand and agree that Seat Fillers may, but is not obligated to, monitor or review any Content you post as part of the Services. Seat Fillers may delete any Content, in whole or in part, that in the sole judgment of Seat Fillers violates this Agreement or may harm the reputation of the App or Services or of Seat Fillers.

By posting Content as part of the Services, you automatically grant to Seat Fillers, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by Seat Fillers will not infringe or violate the rights of any third party.

Your use of the Services, including all Content you post through the Services, must comply with all applicable laws and regulations. You agree that Seat Fillers may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Services in the future; or (v) protect the rights, property or personal safety of Seat Fillers or any other person.

Any Content, such as images, videos, logos or other digital media, submitted to Seat Fillers or posted on the Seat Fillers App must comply with Seat Fillers' Terms of Use and this Agreement. All content is also subject to the Digital Millennium Copyright Act. Before uploading any photographs, videos, images, logos or other digital media, please carefully review Seat Fillers' Terms of Use because by uploading you will agree to them. You agree to indemnify and hold harmless Seat Fillers from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against Seat Fillers, which result from or relate to your use of the App or Services and any violation of this Agreement, including, but not limited to, any violation of any third party rights with respect to any graphic images or your other Content. You agree to give Seat Fillers prompt notice of any such demand, claim or proceeding that you are aware of.

Seat Fillers reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates these Content provisions, including removing the offending communication from the Services and terminating or suspending the account of such violators.

b. Offline Conduct

Although Seat Fillers cannot monitor the conduct of Registered Users off the App or away from the Services, it is also a violation of this Agreement to use any information obtained from this App or the Services in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any Seat Fillers Registered User without obtaining their prior explicit consent.



6. TERM AND TERMINATION

This Agreement will remain in full force and effect while you use the App or Services and/or have a Seat Fillers account. You may disable your account at any time, for any reason, by contacting Seat Fillers Customer Service. Seat Fillers may terminate or suspend your account at any time without notice if Seat Fillers believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund of unused fees for posting or subscription service. Seat Fillers is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account. After your account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

7. UNLAWFUL ACTIVITY

Seat Fillers prohibits the use of its App or Services for any unlawful conduct. All Registered Users must comply with all local, state, federal and international laws, ordinances and regulations. By using this App and Services, you agree not to use any false personal information or use an invalid or unauthorized credit or debit card. You agree not to use or permit anyone to use information provided through the App or Services for any unlawful or unauthorized purpose.

8. YOUR INTERACTIONS WITH OTHER REGISTERED USERS

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER REGISTERED USERS. YOU UNDERSTAND THAT SEAT FILLERS CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS REGISTERED USERS. SEAT FILLERS ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ANY OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OR POSTINGS OF ITS REGISTERED USERS. SEAT FILLERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR USER CONTENT.

Seat Fillers is not responsible for the conduct of any Registered User. In no event shall Seat Fillers, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the App or Services including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Registered Users or persons you meet through the Services. You agree to take all necessary precautions in all interactions with other Registered Users, particularly if you decide to communicate off the App or meet in person, or if you decide to send money to another Registered User. In addition, you agree to review and follow Seat Fillers' Safety Advisory tips listed below and the Safety Policy embedded in the Settings of the App, prior to using the App or the Services.

Although Seat Fillers provides rules for Registered User conduct and postings, Seat Fillers does not control and are not responsible for what Registered Users post, transmit or share on the Seat Fillers marketplace and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Content you may encounter on the Seat Fillers marketplace or in connection with any Content. Seat Fillers is not responsible for the conduct, whether online or offline, of any user of the Seat Fillers marketplace or Services.

You are solely responsible for your interactions with other Registered Users. Seat Fillers reserves the right, but have no obligation, to monitor disputes between you and other users. Please carefully select the type of information that you post on the Seat Fillers App or through the Services or release to others. Seat Fillers disclaims all liability, regardless of the form of action, for the acts or omissions of



other Registered Users or third parties (including unauthorized users, or "hackers"). Seat Fillers only offers a marketplace that enables Buyers and Sellers to match and communicate with each other.

If you have a dispute with one or more Registered Users, you release Seat Fillers and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives, and employees from any 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 such dispute.

9. USER SAFETY ADVISORY

The safety of our Registered Users is very important to us. There are steps that everyone can follow to ensure their safety while using Seat Fillers App and Services. Please take a few minutes to read these tips and also refer to the Safety Policy.

a. Keep Your Financial Information Private

Ignore any request to wire or send money – even if the person claims to be in an emergency – and report it to us immediately. Never give out financial information such as your social security number, credit card number or bank information to any Registered User while using the App or the Services.

b. Protect Your Personal Information

You are in control of your Seat Fillers experience at all times – remain anonymous under your username until you feel ready to identify yourself to complete a transaction. Be careful about sharing personal information, such as your full name, phone number, email, address, and current location. Protect your identity until you are comfortable enough with someone to share it.

Note: Seat Fillers will never send you an email asking for your username, password information, or financial information. Any such communication should be reported to Seat Fillers immediately.

c. Spam/Scammers: There are red flags that may indicate you're dealing with a scammer. Be aware of anyone who:

- Sends you messages containing links to third-party websites
- Quickly asks to talk or chat on an outside medium other than Seat Fillers
- Asks you for money or financial information through Seat Fillers
- Vanishes mysteriously then reappears under a different name
- Asks for your address under the guise of sending packages or gifts
- Refuses to meet face-to-face to complete the transaction

d. Report Suspicious Users and Activity

Please report anyone who violates our Terms of Use or any other provision of this Agreement, such as:

- Asking you to provide personal or financial information through Seat Fillers
- Anyone who appears to be under the age of 18
- Users sending harassing or offensive messages
- Users behaving inappropriately after meeting in person
- Fraudulent profiles and tickets
- Spam or solicitation, such as attempts to sell products or services other than tickets



e. Get to know the other person before meeting them offline

Always take precautions and follow these guidelines to help you stay safe:

Discuss ticket details in a chat before disclosing personal information or meeting in person. We don't conduct criminal background checks on our Registered Users, so it's up to you to do your own research and remain cautious.

f. Always meet in public

Buyers: Meet in a populated, public place – never in a private or remote location, and never at your place of residence. Do not give out your home or business address in online chats with Sellers.

Sellers: Meet in a populated, public place – never in a private or remote location, and never at your place of residence. Do not give out your home or business address in online chats with Buyers. Know the law/regulations prior to selling tickets in a public place. Seat Fillers is not responsible or liable for any violations to the law/regulations as indicated in the Seller Policies and Rules.

g. Inform a friend or family member of your plans

Inform a friend or family member who you are meeting, where you are going, and when you have completed your interaction/transaction. Always carry your cell phone with you.

Following these guidelines will help keep Seat Fillers safe and enjoyable.

10. REPRESENTATIONS AND WARRANTIES

You represent and warrant that any information you provide to us, to other Registered Users, or to visitors (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale of counterfeit or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (f) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (g) is not intended to circumvent or violate the letter and spirit of this Agreement and the lawful functioning of Seat Fillers' ticket marketplace.

You warrant that you will comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the App and Services, including without limitation, laws pertaining to the setting of the price of tickets. You acknowledge that Seat Fillers does not monitor or obtain the face value or total amount paid by the Seller of tickets listed on the App or the total purchase price of tickets bought by Buyers from Sellers using the App or Services.

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to Seat Fillers under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated this Agreement; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian.



11. INVESTIGATION AND CONSEQUENCES

A Registered User who is the subject of a complaint or whom Seat Fillers believes may have violated this Agreement including the Seat Filler Privacy Policy and Seller Policies and Rules, or violated an applicable law will be subject to investigation by Seat Fillers. Registered User agrees to cooperate fully in such investigation including, but not limited to, providing any and all information demanded by Seat Fillers.

a. Possible Consequences

Seat Fillers reserves the right to take any action it deems appropriate in its sole discretion including, but not limited to, canceling postings, issuing a warning, suspending or terminating service, denying access, cancelling subscriptions, refusing to honor pending or future postings, remove material, or exercise any other remedy available to it (including civil, criminal or injunctive redress) if Seat Fillers finds, in its sole discretion, a Registered User: (a) is unwilling to be cooperative with any investigation; (b) has engaged in any illegal, unlawful or fraudulent act or otherwise violated this Agreement including the Seat Filler Privacy Policy and Seller Policies and Rules, or violated an applicable law or has acted in concert with anyone so engaged; or (c) has provided information that Seat Fillers is unable to authenticate or verify.

b. Equitable Relief

You agree that violations of these Terms of Use or this Agreement causes damage and harm to Seat Fillers in the form of, among other things, impaired goodwill, lost sales and increased expenses. You further agree that monetary damages for such injuries are difficult to ascertain and that proof of monetary damages for abusive use would be costly and difficult to calculate and may not provide a sufficient remedy to Seat Fillers for violations of these Terms of Use or this Agreement, and therefore you consent to injunctive or other equitable relief for such violations.

c. Right to Report Illegal Activity to Authorities

Seat Fillers reserves the right to report to appropriate law enforcement authorities or other relevant third parties any activity that it believes, in its sole discretion, may in any way violate any local, state, federal or international law.

12. IP CONTENT

a. Data and Content Ownership

The App, including all App software, databases, trademarks, logos, service marks, proprietary information and materials (and any intellectual property and other rights relating thereto) ("Seat Fillers' IP") is owned by Seat Fillers and will remain the property of Seat Fillers. You may not copy, modify, or reverse engineer any part of the App or the Services owned by Seat Fillers. You further acknowledge that you do not acquire any ownership rights by using the App. You have a non-exclusive, limited, revocable license to visit and use the App and Services while you are in compliance with the this Agreement including the Terms of Use, Privacy Policy and Seller Policies and Rules, and all other conditions and limitations described in the Services for use of the App. Nothing in this Agreement, or in the App, shall be construed as granting you any other rights or privileges of any kind with respect to the App, the Services or any content in the Services.

No Registered User may use any Seat Fillers' IP in connection with any product or service that is not offered by Seat Fillers, in any manner that is likely to cause confusion with Seat Fillers' business, or in any manner that disparages Seat Fillers. Nothing contained on the App or Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Seat Fillers' IP without the express written permission of Seat Fillers.



b. IP Protection

The content, organization, graphics, design, compilation, look and feel and all Seat Fillers IP available on this App, including, without limitation, images and written and other materials (the "App Content"), are intellectual property protected under the copyright, trademark and other intellectual property laws of the United States and/or other countries ("Intellectual Property Laws"). You may not download, print, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise use or exploit any of the App Content except in the course of viewing the App or Services online for lawful purposes, and in making single copies of selected pages of the App for personal use and not for distribution or posting on any other App. You also agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any App Content. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading or copying other than the foregoing license to possess for personal use.

13. INDEMNIFICATION

You agree to indemnify, defend and hold Seat Fillers, its owners, affiliates, licensors, suppliers, advertisers and sponsors, and their respective officers, employees, consultants, agents, contractors and principals, and other representatives ("Indemnified Parties") harmless from and against any and all claims, demands, damages, liability, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your breach of any of these terms and conditions in this Agreement including the Terms of Use, Privacy Policy or Sellers Policies and Rules; (b) your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein); (c) any allegation that any Content you post or any information you submit or transmit to the App or Services infringe or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (d) any violation of any law or regulation by you; (e) any federal, state, or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or any dispute concerning the tax status of Seat Fillers; and/or (f) your activities in connection with your use of the App or Services. Seat Fillers reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Seat Fillers in connection therewith.

14. DISCLAIMERS/ NO WARRANTY

SEAT FILLERS DOES NOT PROMISE THAT THE APP WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF THE APP OR ANY CONTENT, SEARCH OR LINK ON IT. SEAT FILLERS' APP AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SEAT FILLERS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

THE APP AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SEAT FILLERS CANNOT ENSURE THAT ANY FILES YOU DOWNLOAD FROM THE APP WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SEAT FILLERS IS NOT LIABLE FOR ANY LOST DATA RESULTING FROM THE OPERATION OF THE APP OR THE ENFORCEMENT OF THE TERMS. SEAT FILLERS MAKES NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, APP, ANY TICKETS, ANY EVENT, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. SEAT FILLERS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALSO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEAT FILLERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS APP, INCLUDING WITHOUT LIMITATION,



DIRECT, INDIRECT, INCIDENTAL, OR PUNITIVE AND CONSEQUENTIAL DAMAGES. SEAT FILLERS MAKES NO GUARANTEE OF THE AVAILABILITY OF ANY TICKETS OR OF ANY SPECIFIC RESULT FROM USE OF THIS APP OR USE OF THE SEAT FILLERS SERVICE. SEAT FILLERS IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY VENUE, PERFORMER, PROMOTER OR OTHER THIRD PARTY IN CONNECTION WITH ANY ACTIVITY AT THE VENUE.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEAT FILLERS (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, PROFITS, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE APP OR SERVICES; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR APP OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR APP OR SERVICES; (III) ANY USER CONTENT OR CONTENT OF THIRD PARTIES, OR (IV) THE DURATION OR MANNER IN WHICH TICKETS OR RELATED PASSES YOU LIST APPEAR ON THE APP OR SERVICES;

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY

NEITHER SEAT FILLERS NOR ANY OTHER INDEMNIFIED PARTY ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR LOST PROFITS). UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE APP, THE MATERIALS ON THE APP OR ANY TICKET OR SERVICE OBTAINED THROUGH THE APP. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SEAT FILLERS AND ANY OTHER INDEMNIFIED PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (I) ANY ACTION OF ANOTHER USER TO THE APP; (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 THE APP OR SERVICES, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SEAT FILLERS; (III) ANY UNAUTHORIZED ACCESS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP; (V) ANY BUGS, VIRUSES, WORMS, DEFECTS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP OR SERVICES BY ANY THIRD PARTY; (VI) ANY ERROR, MISTAKE, INACCURACY OR OMISSION IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT AVAILABLE THROUGH THE APP OR SERVICES; AND/OR (VII) ANY LOST, STOLEN OR DAMAGED TICKETS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APP OR SERVICES IS TO STOP USING THE APP AND SERVICES.

THE MAXIMUM LIABILITY OF SEAT FILLERS, AND ANY OTHER INDEMNIFIED PARTY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE APP AND SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REGARDLESS OF THE PREVIOUS PARAGRAPHS, 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) \$100.



YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY REPRESENT BARGAINED FOR ALLOCATIONS OF RISK AND THAT THE PRICING AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT SUCH ALLOCATION OF RISK.

16. DISPUTES/ARBITRATION

a. Disputes with Other Registered Users or Third Parties

If you have a dispute with a Registered User Buyer or Seller and your dispute involves an event (or a ticket for an event) that is located in the United States, then the dispute will be governed by the laws of the State of Texas without regard to its conflict of law provisions and you consent to personal jurisdiction, and agree to bring all actions between you and a third party Registered User, exclusively in a state or federal court located in Harris County, Texas. If you have a dispute regarding the App or Services but not regarding an event (and not regarding a ticket for an event), then the dispute will be governed by the laws of the State of Texas without regard to its conflict of law provisions and you consent to personal jurisdiction, and agree to submit all actions, disputes or claims exclusively to binding arbitration located in Harris County, Texas, as further detailed below.

b. Disputes with Seat Fillers Subject to Arbitration

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement together with the Terms of Use, Privacy Policy and Sellers Policies and Rules (including any alleged breach thereof) or the App or Services shall be BINDING ARBITRATION to be held in Harris County, Texas, and administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Seat Fillers in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Seat Fillers any class action, class arbitration, or other representative action or proceeding.

By using the App or Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Seat Fillers (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

17. GOVERNING LAW

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Seat Fillers (except for small-claims court actions) may be commenced only in the federal or state courts located in Harris County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and Seat Fillers, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.



18. FORCE MAJEURE

Seat Fillers shall not be deemed in default or otherwise liable under this Agreement or the Terms of Use, Privacy Policy or Sellers Policies and Rules due to Seat Fillers' inability to perform its obligations by reason of any act of God, fire, earthquake, blizzard, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, any law ordinance or regulation, legal order (unless caused by Seat Fillers' default hereunder), any failure or delay of any transportation, power, or communications system or any other similar cause not under Seat Fillers' control.

19. ADDITIONAL PROVISIONS

a. Headings

The heading at the beginning of each paragraph is for reference purposes and no way defines the scope or extent of such paragraph nor limit or otherwise define the terms and provisions of this Agreement.

a. No Waiver

The failure of Seat Fillers to exercise or enforce any right or provision of this Agreement including the Terms of Use, Privacy Policy or Sellers Policies and Rules, shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all rights to your profile or contents within your account terminate upon your death.

b. No Agency or Partnership

No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind Seat Fillers in any manner.

c. Modification

If Seat Fillers changes any provision in this Agreement including the Terms of Use, Privacy Policy, Sellers Policies and Rules, or Safety Policy, it shall post a revised version of such terms and conditions on the App and Services, which automatically replace the previous terms and conditions under this Agreement. Your use of the App and the Services following Seat Fillers' posting of a revised Agreement, Terms of Use, Privacy Policy or Sellers Policies and Rules will constitute your acceptance of the such revised terms and conditions. If you do not agree with the revisions, do not continue to use the Services or the App.

Seat Fillers reserves the right, in its sole discretion, to modify or discontinue, temporarily or permanently, the App or Service (or any part thereof) at any time with or without notice. You agree that Seat Fillers shall not be liable to you or to any third party for any modification, suspension or discontinuance of the App or Service. To protect the integrity of the App and the Services, Seat Fillers reserves the right at any time in its sole discretion to block users from certain IP addresses or phone numbers from accessing the App or the Services.

d. Entire Agreement

This Agreement, together with the Terms of Use, Privacy Policy, Sellers Policies and Rules, Safety Policy and any specific guidelines or rules that are separately posted for particular services or offers in the Services, contains the entire agreement between you and Seat Fillers regarding the use of the App and Services. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law.