



## **SEAT FILLERS SELLER POLICIES AND RULES**

Last Updated: May 1, 2015

We count on our registered users to help us keep Seat Fillers a safe, secure, and reliable place for fans in your vicinity to buy and sell event tickets to sports, concerts, and other live entertainment events. We need you to understand and follow a few rules, including our Terms of Use in our User Agreement and Privacy Policy, to make sure our marketplace continues to thrive.

In addition to the Terms of Use and Privacy Policy, your sales on Seat Fillers are subject to the following Seller Policies and Rules.

### **1. Rules for listing tickets**

- **Minimum age.** Sellers agree to be at least 18 years of age in order to sell tickets through the Seat Fillers App.
- **Seller must be a registered user.** You must create an account to list or sell tickets or related passes and you must have a valid account as a seller and paid all applicable fees before placing any listings on the App. Seat Fillers accepts payment by PayPal for listing service fees and subscriptions. You acknowledge that Seat Fillers may charge your payment method for amounts you owe us, costs we incur or other losses arising out of your violation of the Seat Fillers Terms of Use, Privacy Policy or these Seller Policies and Rules.
- **Listing process.** A Registered User who wants to sell tickets may list the tickets' information on Seat Fillers. As part of the listing process, the Seller assigns a price to the tickets and provides information such as the event description, date, time, meeting location, and quantity. Through the chat screen, Sellers are encouraged to disclose additional ticket details as well as any other information that may be relevant to a ticket Buyer.
- **Fulfilling order.** Once a seller concludes a purchase of tickets from a buyer, the seller is responsible for fulfilling the order with the exact tickets that the seller listed and delete the listing from the App. Seat Fillers acts as a marketplace only to allow buyers and sellers to interact regarding tickets. In all cases, the submission and confirmation of ticket purchases are transactions between buyers and sellers only. The fulfillment of a confirmed purchase, including delivery and shipment of tickets, is the responsibility of the seller.
- **List only valid tickets.** It's up to the Seller to ensure the tickets listed for sale on Seat Fillers are valid. If you deliver incorrect, misrepresented, invalid, fraudulent or counterfeit tickets for any sale or portion of a sale you may have your account suspended or have your account terminated under the Terms of Use, and be subject to additional consequences, including, but not limited to an investigation and possible reporting to the local authorities.
- **Post accurate ticket and event information.** We strongly suggest you provide accurate information about your tickets when posting any tickets for sale on the App under your Seat Fillers account. Identify event, date and venue location. Consider also including the section, row, and seat info about your tickets to provide a potential buyer with as much detail as possible in order to help them decide whether to buy your tickets and to complete the



transaction. Be sure to list exactly what you will deliver to the buyer and post only comments that accurately describe your tickets.

- If any of the information in your ticket listing doesn't accurately reflect the actual tickets you deliver to the buyer - including features and comments you post or disclosures you fail to post (such as limited or obstructed view or 21 and over event) you may be in violation of the Terms of Use and subject to having your Seat Fillers account suspended or terminated as well as other possible consequences. We may remove any listings or take other actions if listings are vague, confusing, inaccurate or misleading about your ticket information.
  - Sellers agree that all transactions are final and guarantee the quality and validity of their tickets in which they are posting onto the App and what they are selling in person.
- **Seller courtesy.** Sellers agree to be courteous and handle all disputes in a diplomatic and professional manner. Sellers will not intentionally deceive Buyers with ticket information, identity, or location.
- **Posting restrictions.** Sellers agree to post ticket information that deal with selling tickets to venues such as sports, concerts, and liberal art events. All information and images shall be in good taste and contain no obscenity, nudity, profanity and any other information that is not aligned with ticket sales.
- **Restricted items.** Here's a list of ticket types or ticket items that are restricted to list for sale on Seat Fillers.
  - **'Paperless tickets', 'flash seats', and 'will call only' tickets** - Since these types of tickets have limitations on methods of transfer you may not list them for sale on Seat Fillers unless you are able to sufficiently complete the transaction with the buyer and provide them with a valid ticket that will give them legal access to the event.
  - **Listings without event access (Non-event ticket items)** - Non-event ticket items may be listed as an add-on to your event ticket listings or as otherwise approved by Seat Fillers. You must be specific in your listing of a non-event ticket that the ticket does not include entry to the main event and identify if the buyer will need to have separate tickets for access to the main event in order to use your add-on ticket.
  - The most common forms of non-event items include:
    - Parking passes
    - Pit passes
    - Club passes
    - Party passes
  - **Speculative tickets.** Speculative tickets or 'spec tickets' are tickets that are listed for sale or sold before the seller actually owns the tickets. Listing or selling speculative tickets on Seat Fillers is not allowed and shall result in account suspension, fees, charges or other consequences. Sellers who regularly list tickets that are not in their possession



and who are known to have listed 'spec tickets' in the past, may have their account suspended or have their account terminated under the Terms of Use.

- **Stolen property.** We want to keep Seat Fillers as a safe, secure and reliable place for buyers to purchase event ticket. Selling stolen tickets or other stolen items on Seat Fillers is against the rules and violates various laws and any infringer of this rule may be subject to an investigation and possible reporting to the local authorities.

## 2. Seller restrictions

- We provide the ability for Sellers to contact a potential buyer through our App in online chat rooms so you can disclose more information about your tickets for sale and make arrangements for purchase and delivery of tickets if both parties reach a mutual agreement for a transaction. However, don't use this App to contact the buyer for anything other than purchasing and delivering the tickets you sold to the buyer and do not tell a buyer that you are affiliated with or a representative of Seat Fillers.
- You agree to abide by the Seat Fillers Terms of Use and Privacy Policy including content terms and restrictions specified therein.
- You agree not to list, sell, or buy any adult materials, obscene materials, or pornographic materials through the Seat Fillers App, directly or indirectly, and you agree not to use any names or other information found on or via the App or Services to do so.
- Seat Fillers prohibits the use of the App or Services for any unlawful conduct. All users must comply with all local, state, federal, and international laws, ordinances, and regulations. By using the App, 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 for any unlawful or unauthorized purpose.
- You agree not to copy, modify, or distribute any content from the App, including Seat Fillers' copyrights and trademarks, and/or link to the Seat Fillers App or website without Seat Fillers' prior written permission.
- Pricing tickets is the sole responsibility of, and at the sole discretion of, sellers and must be done in accordance with all applicable laws. Under no circumstances may you list speculative tickets.

## 3. Manage your listings and sales closely

- **Remove posting for sold tickets.** If you choose to list your tickets on Seat Fillers and on other sites and you end up selling your tickets somewhere else or no longer have them in your possession, delete them from Seat Fillers immediately. Sellers shall not upload electronic ticket postings for sale as Seat Fillers is not responsible if you are unable to use those tickets due to technical or other reasons.



- **Completing your sales.** When your tickets sell, your sale is not complete until the buyer receives the tickets from you. Completing a sale means following all of the steps to send or deliver the tickets you sold, on time and as promised in your post and online communication with the buyer.
- **No guarantee.** Seat Fillers 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. Seat Fillers will not, for any reason, provide compensation for tickets that do not sell, even if it is due to App unavailability from an outage or maintenance or listing delays.

#### 4. How to handle cancelled events, playoff games, and postponed events

- **Cancelled events and playoff games.** All transactions between Buyers and Sellers are final at the time of sale. If an event is cancelled, postponed, or sold as a playoff game in which the game will not be played, Buyers may contact Seat Fillers customer service regarding tickets they purchased from a Seller in which the event was cancelled or postponed. Seat Fillers will assess all Buyer disputes on a case by case basis. There are no refunds guaranteed.

#### 5. Safety Concerns

- Sellers agree to present themselves in good taste. In addition, sellers agree to be clothed in a presentable manner and refrain from using obscenity and profanity during ticket sales transaction.
- Sellers should refrain from any physical contact during ticket sales transactions.
- Sellers should sell tickets in a well-lit public place. Sellers should refrain from selling tickets from their current residence.
- Sellers have the right to refuse to sell their tickets within their possession.

#### 6. Getting paid, paying taxes, and tips on avoiding fees

- **Payment between buyer and seller.** Buyer and seller must make their own arrangements for payment of tickets purchased from a seller. Seat Fillers assumes no responsibility for facilitating the financial transaction between independent third parties.
- **Paying taxes.** Seat Fillers is not conducting the actual sale of any goods or services and therefore we do not collect taxes on any transactions. However, as a seller, you are responsible for collecting and remitting any and all applicable international, federal, state, or municipal taxes in connection with ticket sales.

#### 7. State laws on the resale of tickets

- When setting the sale price of your tickets, it is your responsibility to comply with all applicable local, state, federal, and international laws, statutes, and regulations.



- Certain U.S. states, Canadian provinces, and municipalities have ticket resale regulations. Regulations differ by location and may apply to different aspects of ticket resale. For example, some laws may regulate the resale price, require you to be a licensed reseller or require you to provide certain disclosures. It's your responsibility to check the laws where you reside and where the venue is located. It's also up to you to determine if any of these laws or any other laws apply to you. You should review the laws that are applicable to you to determine if or how the law applies to you or the tickets you are listing for sale. Some states have additional or different restrictions if you are not reselling tickets through an online marketplace. You should also keep in mind that different laws may define face value differently. We recommend that you familiarize yourself with the laws that may apply to the resale of your tickets on the App.

## **8. What happens when you break the Sellers Policies and Rules**

When you violate Seat Fillers' policies and rules, you may face penalties, which could include the following (or any combination):

- The removal of your listings
- Limits to your buying and selling privileges
- Additional fees (including the cost of replacement tickets, and refunds to the buyer)
- Temporary or permanent suspension of your account

Remember, it's your responsibility to consult Seat Fillers' Terms of Use and incorporated policies (including these Seller Policies and Rules) for all of the detail.

Seat Fillers will update this information periodically, so be sure to check back regularly.

We'd like to hear from you. If you have any questions or comments, please contact us at [customerservice@seatfillersapp.com](mailto:customerservice@seatfillersapp.com) .