



Introduction

Ticketure LLC (“Us”, “We”, “Our”) hereby establishes the following terms of use (“Terms”) that govern your utilization of all Ticketure LLC websites, mobile services, services accessible via telephone, and those transactions conducted in person, via postal or electronic mail. Collectively, these encompass the entire scope of the “Site”.

By accessing or employing the Site, you explicitly consent to abide by these Terms. Additionally, we urge you to refer to Our Privacy Policy and any other pertinent policies, regulations, or guidelines that might pertain to specific offers or features available on the Site.

Modifications to these Terms may be implemented by Us at any point in time. Such changes will take immediate effect upon the posting of a revised edition of these Terms on the Site. The “Last Updated” date visible at the summit of this page will provide you with information regarding the most recent revision date. By continuing to utilize this Site after the aforementioned date, you demonstrate your agreement with the amendments.

These Terms are applicable to transactions transpiring on the Site that occur exclusively within the geographical confines of the United States of America (“USA”). The purview of these Terms extends to the laws and regulations established within the USA. It should be noted that we provide no assurance or warranty pertaining to the compliance of the Site or its services with the legal statutes of any other nation. Furthermore, neither the Site as a whole nor any of its constituent elements are guaranteed to be suitable for use within any specific nation or political subdivision (collectively referred to as a “Nation”). Individuals who opt to access and utilize the Site from a Nation other than the USA do so at their own volition and assume any associated risks. Such individuals bear the responsibility of adhering to all local laws, rules, and regulations applicable within the Nation from which they access the Site. The use of the Site constitutes your acknowledgement that both the Site itself and the products and services provided by Us are subject to the legal frameworks and regulations of the USA. Moreover, you explicitly relinquish any entitlement to pursue claims arising under the legal statutes of your country of residence or the Nation from which you gain access to this Site.

Despite the possibility that certain content presented on the Site may be of interest to minors, it is imperative to emphasize that the Site is not designed for, nor directed at, individuals under the age of 13. Accordingly, individuals falling within this age group are prohibited from utilizing the Site. We strongly recommend that all parents and guardians exercise oversight over the online activities of their children. By making use of the Site, you affirm that you are at least 13 years of age.



“Ticketure”, “we”, “our” or “us” means Ticketure LLC, which is the entity responsible for the collection and use of Personal Data under this Privacy Policy. This Privacy Policy applies to the collection and use of Personal Data on the purchase of tickets and items for events hosted in the United States, meaning that it could apply to residents of the United States or other countries who purchase tickets to events hosted in the United States.

“Personal Data” means any information that relates to an identified or identifiable individual, and can include information that you provide to us to facilitate a transaction (such as first and last name, email address, billing address/shipping address, zip code and phone number) and that we collect about you, such as when you engage with our Services (e.g. device information, IP address).

Our **“Business Services”** are services provided by Ticketure to entities (**“Business Users”**) who directly and indirectly provide us with **“End Customer”** Personal Data in connection with those Business Users’ own business and activities.

“Transaction Data” as used in this Privacy Policy includes Personal Data, and may include the following: your name, email address, billing address, shipping address, payment method information, location, purchase amount, date of purchase and your phone number.

Depending on the context, **“you”** means **End Customer** or **Visitor**:

- When you do business with, or otherwise transact with, a Business User (e.g. when you buy tickets from a merchant that uses Ticketure’s technology and services) but are not directly doing business with Ticketure, we refer to you as an **“End Customer.”**
- When you visit Ticketure.com or otherwise communicate with Ticketure, we refer to you as a **“Visitor”** (e.g. you send Ticketure a message asking for more information because you are considering being a user of our technology or services).

Registration & Passwords

You may browse on the Site without registering for an account. If you create an account, your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar, or obscene. Your account username and password are personal to you. We will never ask for your password. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through



your account. You may not transfer or sell access to your account. We will not be liable for any harm related to the disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify Us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if We believe your account is no longer secure or if We receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account, or deny access to the Site for any reason. To understand how We use information collected from you, including information collected via social media connectivity, please read Our [Privacy Policy](#).

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by Us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of Our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes Our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;
- Order a number of tickets for an event that exceeds the stated limit for that event;
- Use any password or code to participate in an offer on the Site if you did not receive the password or code from Us or if you violate the terms of the offer; or
- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

Restrictions on the Use of Our Content

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site, and all tickets obtained from the Site, (collectively, the “Content”) are owned by Us. We own a copyright and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view this Site and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- “Frame” or “mirror” any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines

may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;

- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, discount codes, promotional codes, or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in Our sole discretion) an unreasonable or disproportionately large load on Our infrastructure;
- Access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Reproduce or scan tickets in a format or medium different from that provided by the Site;
- Decode, decrypt, modify, or reverse engineer any tickets or underlying algorithms used on or in production of tickets or the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes Our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by Us or Our affiliates or licensors. You may not use Our trademarks, logos and service marks in any way without Our prior written permission. You may inquire about obtaining permission by contacting Us at legal@ticketure.com.

Forums and User Content



We may host reviews, message boards, blog feeds, social media feeds, forms, and other forums found on the Site or on Our social media channels (collectively, “Forums”), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork, or other materials to the Forums or other areas of the Site (“User Content”).

By submitting User Content, you certify that you are at least 18 years old. You own all rights to your User Content. If you submit User Content to the Site, you grant Us a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive, and commercialize your User Content, in Our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display, or otherwise use any User Content or to attribute your User Content to you. You will not make or authorize any claim against Us that Our use of your User Content infringes any of your rights.

Statements, opinions, and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening, or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to Us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to Us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person’s name and likeness in the manner contemplated by the Site and these Terms or, if the person is a minor, the written permission of the minor’s parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site, the Forums, and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, Our sponsors, and Our users, or to comply with legal obligations or governmental requests.

If We are notified that your User Content does not comply with these Terms, We may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold



you liable for any User Content that infringes the rights of a third party and require you to pay or reimburse Us for any amounts We believe are necessary to resolve any complaint.

Links

We make reasonable efforts to provide a level of security appropriate to the risk associated with the processing of your Personal Data. We maintain organizational, technical and administrative measures designed to protect Personal Data covered by this Policy against unauthorized access, destruction, loss, alteration or misuse. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure.

We retain your Personal Data as long as we are providing the Business Services to our Business Users or for a period during which we reasonably anticipate providing the Business Services. Even after we stop providing Business Services directly to a Business User with which you are doing business, and even if complete a transaction with a Business User, we may retain your Personal Data:

- to comply with our legal and regulatory obligations.
- to enable fraud monitoring, detection and loss prevention activities.
- to comply with our tax, accounting, and financial reporting obligations
- where required by our contractual commitments to our Business Users.

In cases where we keep Personal Data, we do so in accordance with any limitation periods and records retention obligations that are imposed by applicable law.

Violation of these Terms

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to Us related to your transactions to assist in any investigation. We may revoke access to the Site and take legal action that We feel is appropriate. You agree that monetary damages may not provide Us a sufficient remedy and that We may pursue injunctive or other relief for your violation of these Terms. If We determine that you have violated these Terms or the law, or for any other reason or for no reason, We may cancel your account, delete all your User Content and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound



by your obligations under these Terms. You agree that We will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and We will not be required to make the Site or your account or any related information available to you. We may also cancel any ticket or merchandise order, and tickets or merchandise acquired through your order. We may refuse to honor pending and future purchases made from all accounts We believe may be associated with you, or cancel a ticket or ticket order associated with any person We believe to be acting with you, or cancel your ticket postings, or exercise any other remedy available to Us.

Disclaimer of Warranties

WE PROVIDE THE SITE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Limitation of Liability

IN NO EVENT WILL WE OR OUR EVENT PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU



HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE CODES OF CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE, (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (f) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES,



INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.

Indemnification

If anyone brings a claim against Us related to your use of the Site, the Content, your User Content or your violation of these Terms, you agree to indemnify, defend and hold Us and Our affiliated companies, event providers, suppliers, advertisers and sponsors, and each of Our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with Us in asserting any available defences.

Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by Us or through Us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply.
- If a claim involves the conditional license granted to you as described in the Restrictions of the Use of Our Content section above, either of us may file a lawsuit in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes.
- In the event that the arbitration agreement in these Terms is, for any reason, held to be unenforceable, any litigation against Us (except for small claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes.

Any arbitration shall take place in the State of California, Los Angeles County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association ("AAA"). Your use of Our Sites is your consent to the sole and exclusive personal jurisdiction of the AAA sitting in Los Angeles County, California.



The arbitration agreement in these Terms is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of these Terms. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a court would.

We each agree that the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You agree to waive any right to a jury trial or to participate in a class action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void, and neither of us will be entitled to arbitrate our dispute. You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

California Residents

Pursuant to California Civil Code § 1798.83-1798.84, California users have the right to request information about how We share certain categories of personal information with third parties. California law gives you the right to send Us a request at privacy@ticketure.com to receive the following information:

- The categories of information We disclosed to third parties for their direct marketing purposes during the preceding calendar year.
- The names and addresses of the third parties that received that information.
- If the nature of the third party's business cannot be determined from their name, examples of the products or services marketed.



Contact Us

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Ticketure UK Ltd, Office 744, JQ Modern, 120 Vyse Street, Birmingham, B18 6NF

