

OFFICIAL SECONDARY TICKET MARKETPLACE

TERMS AND CONDITIONS FOR END USERS

Important:

These Terms and Conditions apply to all interfaces and flows of the official secondary ticket marketplace provided within the ticketing platform (the **"Platform"**). They are intended to be incorporated as an annex to the general Terms and Conditions of the ticketing company or event organizer (the **"Primary Terms"**).

Please review these Terms carefully and ensure they are consistent with the Primary Terms. In the event of any conflict, the provisions specifically applicable to primary transactions or secondary transactions will prevail in their respective scope, and in all cases subject to applicable federal, state and local law (**"Applicable Law"**).

1. INTRODUCTION

We share your excitement for live events and understand the importance of accessing authentic and secure tickets. For that reason, we offer an official, integrated secondary ticket marketplace within our Platform (the **"Secondary Marketplace"**) that allows you to sell and buy tickets in a controlled and secure environment.

Our goal is to provide safe, reliable experiences both for primary purchases and for secondary buy/sell transactions. We work to ensure that every ticket you buy or sell through the Secondary Marketplace is authentic and meets high security standards.

These Terms and Conditions (the **"Secondary Terms"**) govern your use of the Secondary Marketplace and set out the rules and responsibilities that apply to all transactions carried out through this feature. By accessing or using the Secondary Marketplace, you agree to be bound by these Secondary Terms, as well as the Primary Terms and our Privacy Policy.

These Secondary Terms are **supplemental** to the Primary Terms that govern primary ticket purchases on the Platform. In case of any inconsistency:

- the Primary Terms will govern primary ticket purchases; and

- these Secondary Terms will govern transactions carried out through the Secondary Marketplace,
in each case subject to Applicable Law.

2. GENERAL CONSIDERATIONS

2.1 Legal Notice – Nature of the Service

The Secondary Marketplace is a service within the Platform that facilitates official, secure and anonymous ticket transactions between users who act as sellers ("**Seller Users**") and users who act as buyers ("**Buyer Users**").

Unless expressly stated otherwise in the Primary Terms or at checkout:

(a) we do not act as the buyer or seller of the tickets being transacted in the Secondary Marketplace; and

(b) we do not set the ticket prices (other than service fees we charge for the use of the Secondary Marketplace, as described in these Secondary Terms).

2.2 Authenticity Guarantee

We guarantee that all tickets transacted through the Secondary Marketplace are authentic tickets originally issued through the Platform and therefore valid for entry to the applicable events ("**Events**"), provided you meet all admission requirements established by the Event organizer, venue, and/or relevant authorities.

2.3 Limits on Secondary Sales

Use of the Secondary Marketplace may be subject to limitations or restrictions imposed by us, the Event organizer, the venue, or Applicable Law.

These limitations may vary by Event and may include restrictions on:

(a) which tickets may be listed;

(b) minimum and maximum resale price ranges;

(c) time windows during which tickets can be listed or purchased; and

(d) the quantity of tickets that may be listed or purchased per user, per Event or per account.

Please review all information disclosed for each Event and ticket category you are interested in.

2.4 Prohibition on Off-Platform Resale

To protect users and promote a secure environment, we strongly encourage that any resale or transfer of tickets originally issued through the Platform be carried out using the Secondary Marketplace.

Buying or selling tickets through channels other than the Secondary Marketplace (for example, informal or unaffiliated third-party marketplaces, social media or private arrangements) may:

- (a) increase the risk of fraud or invalid tickets;
- (b) make it more difficult or impossible for us, the Event organizer or the venue to provide assistance or support; and
- (c) be subject to restrictions under Event or venue policies and/or Applicable Law.

Where permitted by Applicable Law and by applicable Event and venue policies, if we reasonably determine that a transaction involving tickets originally issued through the Platform has been conducted in a manner that violates these Secondary Terms, the Primary Terms, Event or venue policies, or poses a fraud, security or integrity risk, we may:

- (a) suspend or terminate the accounts of users involved in such activity;
- (b) restrict the ability of such users to use the Secondary Marketplace or other features of the Platform in the future; and/or
- (c) take other reasonable measures to protect the integrity of the Platform and other users.

Nothing in this Section 2.4 is intended to limit any non-waivable rights you may have under Applicable Law to resell or transfer tickets, and we will not apply this Section 2.4 in a manner that is inconsistent with such rights. To the maximum extent permitted by Applicable Law, we are not responsible for any damages or losses you may suffer as a result of choosing to buy or sell tickets outside the official Secondary Marketplace on the Platform.

2.5 Children; Age Restrictions

The Secondary Marketplace is intended for use only by individuals who are at least eighteen (18) years of age. By accessing or using the Secondary Marketplace, you represent and warrant that you are at least eighteen (18) years old.

If you are under eighteen (18) years old, you may use the Secondary Marketplace only with the involvement and consent of a parent or legal guardian, and subject to the parental consent requirements and other provisions of the Platform's privacy policy and Applicable Law (including, where applicable, the U.S. Children's Online Privacy Protection Act, "**COPPA**").

2.6 Privacy and Personal Data Protection

Collection and use of personal information in connection with the Secondary Marketplace are governed by the Platform's privacy policy as updated from time to time (the "**Privacy Policy**"). By accessing or using the Secondary Marketplace, you acknowledge that you have reviewed the Privacy Policy and understand how your personal information may be collected, used, shared and otherwise processed in connection with both primary ticket purchases and secondary transactions.

We are responsible for making the Privacy Policy available to you and for complying with Applicable Law in connection with the processing of personal information, including any specific provisions regarding children and parental consent (such as those required under COPPA, where applicable). To the extent any description of personal information practices in these Secondary Terms differs from the Privacy Policy, the Privacy Policy will control.

2.7 Compliance with Ticket Resale Laws; Prohibited Automation

(a) You are responsible for complying with all laws and regulations that apply to your buying or selling of tickets, including any rules on resale price limits, licensing or registration, disclosure, tax and refund obligations ("**Ticket Resale Laws**"). We may implement technical or pricing limits on certain Events or jurisdictions to help support compliance, but this does not relieve you of your own legal responsibilities.

(b) You must not use robots, bots, scripts, crawlers or other automated means to access, use, search, list or purchase tickets in the Secondary Marketplace, or to circumvent any security, availability or purchase-limit measures. You must not create or use multiple accounts, or otherwise attempt to evade limits or restrictions that apply to your use of the Secondary Marketplace.

(c) To the maximum extent permitted by Applicable Law, we may suspend or terminate your account, cancel listings or purchases and take any other reasonable measures if we suspect a breach of Ticket Resale Laws or this Section 2.7.

3. TERMS APPLICABLE TO SELLER USERS

3.1 Listing Tickets in the Secondary Marketplace

3.1.1 How Listing Works

The process of listing tickets for sale in the Secondary Marketplace is designed to be simple and secure. In general:

1. You indicate the amount of money you wish to receive for your ticket in local currency (the **"Ticket Amount"**).
2. We add a service fee for use of the Secondary Marketplace (the **"Secondary Service Fee"**), along with any applicable taxes.
3. The sum of these amounts becomes the price at which your ticket will be listed for sale in the Secondary Marketplace (the **"Listing Price"**).
4. You will be prompted to complete and verify certain information required to create your seller account.
5. Before finalizing your listing, you will be given an opportunity to review all information you have entered and must accept these Secondary Terms.
6. After you confirm your listing, your ticket will be listed for sale in the Secondary Marketplace for the relevant Event at the Listing Price, and you will see a confirmation screen. We will also send a listing confirmation email to the email address associated with your account.

Where available and where required by Applicable Law, we may display the original face value of your ticket and its seat location (for example, section, row and seat number) alongside the Listing Price so that Buyer Users can clearly see that they are purchasing a resale ticket and how the Listing Price compares to the original price.

7. If your ticket sells, you will receive the Ticket Amount in accordance with the timelines communicated to you during the listing process (subject to the provisions in these Secondary Terms).

3.1.2 Listing Price and Your Responsibility

Your tickets will be listed in the Secondary Marketplace at the Listing Price shown to you during the listing process. You are solely responsible for setting an appropriate Ticket Amount.

We do not guarantee that you will earn any profit, or any particular return, from the sale of your ticket.

3.1.3 Display Order of Listings

We reserve the right, in our sole discretion, to determine the display order of tickets listed in the Secondary Marketplace, including:

- prioritizing certain listings over others;

- changing the position of listings; or
- choosing not to display certain listings.

We are not obligated to explain or justify the logic used to order or promote listings.

3.1.4 Responsibility for Confirming Listing

Because unexpected technical issues can arise, we cannot guarantee that your tickets will be listed in the Secondary Marketplace within a specific time frame.

It is your responsibility to confirm that your listing has been properly created and is visible in the Secondary Marketplace as you intended.

3.1.5 Listing Limitations

Your tickets may be subject to listing limitations or restrictions imposed by us, event organizers, venues, and/or Applicable Law ("**Listing Limitations**"). These may vary by Event, and even among Events organized by the same organizer.

For example, Listing Limitations may include:

- certain tickets, such as complimentary or invitation-only tickets, may not be eligible for listing in the Secondary Marketplace;
- the Listing Price may be required to fall within a specified range, including minimum and maximum prices; and
- the time period during which tickets can be listed may be limited (for example, tickets that remain unsold a certain number of hours before an Event may be automatically de-listed and returned to your account for your own use).

Any applicable Listing Limitations will be clearly communicated in the Platform where reasonably possible.

3.2 Seller Eligibility Representations

By listing a ticket for sale in the Secondary Marketplace, you represent and warrant that:

- You are the lawful holder of each ticket you list in the Secondary Marketplace (or are otherwise legally authorized to resell it) and will not list any ticket that is not assigned to your account or that you do not reasonably expect to be able to deliver in accordance with these Secondary Terms;
- Your listing and resale of the ticket do not violate any contract, terms or conditions that apply to the ticket, the Event or the Platform (including any restrictions set by the Event organizer or venue);

- You will comply with all Ticket Resale Laws that apply to your listing and sale of the ticket, including any licensing, registration, price-cap, disclosure and tax requirements in the jurisdiction of the Event and any other relevant jurisdiction;
- You are **not** an employee, contractor, advisor, representative or collaborator (in any employment, commercial, consulting or similar relationship) of the entity that operates the Platform or of the Event organizer.
- You do **not** directly or indirectly hold ownership interests, control, decision-making authority, or a functional or hierarchical role with the entity that operates the Platform or with the Event organizer.
- You are **not** acting on behalf of or at the direction of any person or entity that has any of the relationships described above.
- You do **not** engage, on a regular, professional or systematic basis, in the business of buying, brokering, intermediating, distributing, reselling or otherwise commercially trading tickets, whether personally or through third parties.
- You are **not** using the Platform as part of an ongoing business, commercial or for-profit activity related to ticket trading.
- You represent that you did not use bots, scripts or any automated software to obtain these tickets in the primary sale.

These representations are essential conditions for your use of the Secondary Marketplace. If any of them is false, incomplete or misleading, we may, to the maximum extent permitted by Applicable Law:

- suspend or terminate your account;
- cancel your listing(s) and/or the corresponding transaction(s);
- cancel any related tickets; and
- take any other reasonable measures to protect the integrity of the system and its users,

without prejudice to any civil, commercial or criminal liability that may arise under Applicable Law.

3.3 Anonymous Listings

Listings of tickets in the Secondary Marketplace are anonymous. We will not disclose your identity or share your personal or payment information with other users, except as required by Applicable Law or as necessary to process payments through our payment service providers.

3.4 Binding Offer

By listing a ticket for sale in the Secondary Marketplace, you are making a **binding offer** to sell that ticket at the Listing Price.

If a Buyer User accepts your offer by purchasing the listed ticket at the Listing Price, the ticket will be transferred to the Buyer User and you will no longer have access to it.

You are solely responsible for monitoring and managing your own ticket inventory.

3.5 Editing and Removing Listings

(a) Editing. You may edit your ticket listings in the Secondary Marketplace **before** your tickets are sold, subject to any applicable Listing Limitations and technical constraints. Once your tickets have been sold, you will not be able to edit your listings. You also cannot edit a listing while tickets are reserved for a Buyer User during a reservation period.

(b) Removing. You may remove your listings from the Secondary Marketplace **before** your tickets are sold. Once tickets have been sold, you cannot remove the listing and you will no longer have access to those tickets. You also cannot remove a listing while tickets are reserved by another user.

3.6 No Guarantee of Sale

We do not guarantee that any ticket you list will be sold. Many factors may influence whether your ticket sells, including (without limitation) your chosen Ticket Amount, market demand for the Event and the number of tickets listed by other users.

We will not provide any compensation if your tickets do not sell.

3.7 Identity Verification; KYC and Sanctions Screening

3.7.1 Identity Verification and KYC

To comply with Applicable Law (including anti-money laundering, counter-terrorist financing and sanctions requirements) and to prevent fraud and abuse, we may require you, as a Seller User, to complete identity verification and "know your customer" ("**KYC**") checks before:

- (i) enabling you to list tickets in the Secondary Marketplace;
- (ii) approving or processing any payout of amounts due to you; and/or
- (iii) allowing you to continue using the Secondary Marketplace after your activity reaches certain thresholds or triggers additional review.

3.7.2 Third-Party Verification and Payment Providers.

We may use one or more third-party verification and payment service providers to perform identity verification, sanctions screening, risk checks and payment processing in connection with the Secondary Marketplace, including, without limitation, **Stripe, Inc.** and its affiliates (such as Stripe Connect) and similar providers.

By using the Secondary Marketplace as a Seller User, you authorize us to:

(i) share with such providers the personal and business information you submit for verification and payout purposes; and

(ii) receive and rely on information, decisions and risk assessments from such providers (for example, whether your account is verified or requires additional review),

in each case in accordance with the Platform's Privacy Policy and Applicable Law.

3.7.3 Information and Documentation We May Request.

You agree to promptly provide accurate, complete and current information and documentation we request for verification, which may include, as applicable:

(i) your full legal name, date of birth, residential address and contact details;

(ii) for entities, legal name, registered address, formation documents, tax identification number and information about directors, officers and beneficial owners;

(iii) government-issued identification (for example, passport, national ID or driver's license), proof of address and/or proof of bank account ownership; and

(iv) any additional information or documentation reasonably required by us or our verification/payment providers to comply with Applicable Law, card network rules or their own risk policies.

You represent and warrant that all information and documentation you provide for these purposes is true, accurate and complete, and you agree to keep it updated.

3.7.4 Use of Information; Privacy.

Personal information collected in connection with identity verification, KYC checks and payouts will be processed in accordance with the Platform's Privacy Policy. This may include sharing such information with third-party verification and payment providers for the purposes described in this Section 3.7. To the extent there is any inconsistency between these Secondary Terms and the Privacy Policy regarding personal information, the Privacy Policy will control.

3.7.5 Sanctions and Prohibited Persons.

By using the Secondary Marketplace as a Seller User, you represent and warrant that:

(i) you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject of sanctions administered by the U.S. government or any other relevant authority;

(ii) you are not, and are not owned or controlled (directly or indirectly) by, any person or entity that is the subject of sanctions administered by the U.S. government or any other relevant authority; and

(iii) you will not use the Secondary Marketplace, or any proceeds from your sales, for any unlawful purpose, including money laundering, terrorist financing or other illegal activities.

3.7.6 Consequences of Non-Compliance or Failed Verification.

If you do not complete identity verification or provide the requested information and documentation within the time we specify, or if we or our verification/payment providers are unable to verify your identity or determine that you present an unacceptable risk under Applicable Law or their risk policies, we may, in our sole discretion and to the maximum extent permitted by Applicable Law:

(i) prevent you from listing tickets in the Secondary Marketplace;

(ii) suspend or cancel your existing listings;

(iii) delay or withhold payouts of amounts that would otherwise be due to you (until verification is successfully completed or the issue is resolved);

(iv) cancel one or more transactions and, where applicable, facilitate refunds to Buyer Users in accordance with Applicable Law and applicable Event policies; and/or

(v) suspend or terminate your account and/or your access to the Secondary Marketplace.

These measures are in addition to any actions we may take under Section 2.7 if we believe your activity violates Ticket Resale Laws.

3.7.7 Separate Terms with Verification/Payment Providers.

In some cases, you may be required to agree to separate terms and conditions of our verification or payment service providers (for example, Stripe's terms for connected accounts) as a condition to receiving payouts. Your use of such services is subject to those terms, in addition to these Secondary Terms and the Primary Terms.

4. SALES THROUGH PEER-TO-PEER SALE LINK

4.1 Peer-to-Peer Service

The Platform may provide a peer-to-peer sale feature that allows you, as a Seller User, to share tickets you have listed directly with potential buyers via a unique link.

4.2 Sale Link

Once you have successfully listed a ticket for sale in the Secondary Marketplace, we may provide you with a unique sale link (the **"Sale Link"**) that you can share with potential buyers.

When a potential buyer clicks the Sale Link, they will be taken directly to the payment page for that ticket, streamlining the purchase process.

4.3 Identity Disclosure

By sharing the Sale Link with a specific individual or group, you may reveal your identity or certain information about yourself. You should be mindful of this when sharing the Sale Link.

4.4 Ticket Availability

Tickets shared via a Sale Link remain listed in the Secondary Marketplace and may be:

- reserved or purchased by other buyers at any time;
- temporarily unavailable while reserved; or
- permanently unavailable once purchased by another user.

If your tickets are reserved by another buyer, your Sale Link will be temporarily disabled. If your tickets are purchased by another buyer, your Sale Link will be permanently disabled.

The general terms, limitations and disclaimers regarding listings in the Secondary Marketplace also apply to the Sale Link feature.

5. FEES CHARGED TO SELLER USERS

5.1 Secondary Service Fee (Seller)

We charge service fees to cover the costs of operating the Secondary Marketplace, providing secure transactions and maintaining a high-quality user experience. These fees, referred to as **Secondary Service Fees**, are:

- added to the Ticket Amount you set (which results in the Listing Price); and
- clearly displayed during the flow where the Listing Price is shown.

Secondary Service Fees may vary depending on several factors, including, without limitation, the ticket's face value, category or demand.

5.2 Changes to Secondary Service Fees

We reserve the right to modify Secondary Service Fees at any time, with or without prior notice, to the maximum extent permitted by Applicable Law. Any applicable Secondary Service Fees will be disclosed to you at the time you list your ticket.

6. SALE CONFIRMATION AND DELIVERY OF TICKETS

6.1 Sale Confirmation Email

If your tickets are sold, we will send a sale confirmation email (the **"Sale Confirmation Email"**) with a summary of the transaction to the email address associated with your account.

6.2 Delays in Sale Confirmation

In general, Sale Confirmation Emails are sent immediately after a sale is completed. However, delivery may be delayed due to factors beyond our control (e.g., email provider issues, spam filters, network delays).

We are not responsible for any issues related to email delivery, including delays or failures.

6.3 Invoices

The Sale Confirmation Email serves as a valid and binding record of the ticket sale. Where required by Applicable Law, we may also provide a tax invoice for Secondary Service Fees charged.

6.4 Cancellation of Sales

We reserve the right to cancel any sale and the corresponding payment if we suspect or detect fraudulent or abusive activity, or violations of these Secondary Terms, the Primary Terms or Applicable Law.

If we cancel a sale, we may return the ticket to your account or handle it as required by Applicable Law or event policies, and we will notify you by email.

If we cancel a sale after a Buyer User has been charged, we will refund that Buyer User the full amount paid for the ticket (including any Purchase Service Fees and mandatory charges), to the maximum extent required by Applicable Law.

7. PAYMENTS TO SELLER USERS

7.1 Payment Processing

(a) When a Buyer User purchases your ticket, the payment for the total transaction amount is processed through one or more third-party payment service providers (for example, card processors or other authorized payment service providers).

(b) Once we receive the funds from the payment service provider, we hold them securely in escrow until the applicable payment date communicated to you at the time of listing (the **"Payout Date"**), subject to these Secondary Terms and Applicable Law.

This "post-event payout" policy is an industry-standard safety measure: it guarantees that the buyer actually gets into the event with a valid ticket before money is released to you.

7.2 Payment of Ticket Amount

We will use commercially reasonable efforts to ensure that you receive the Ticket Amount:

- on or around the Payout Date; and
- in local currency.

However, due to unforeseen technical issues or constraints imposed by payment service providers, we may not always be able to complete your payment.. If you do not receive your payment within five (5) Business Days after the Payout Date, please contact us. We will work with you to identify and implement an alternative solution, where feasible.

7.3 Verification of Payment Information

In addition to the identity verification and KYC requirements described in Section 3.7 (Identity Verification; KYC and Sanctions Screening), the payout information you provide (including bank account or other payout method details) may be subject to standard industry verification and risk checks by us and/or our payment and verification providers. If we determine, or are informed by such providers, that your payout information is false, incorrect, incomplete, cannot be verified as belonging to you, or otherwise presents an unacceptable risk, we may:

- prevent you from completing the listing process;

- delay, withhold or reverse payouts of amounts that would otherwise be due to you; and/or
- take any other reasonable steps to protect the integrity of the Secondary Marketplace and its users,

in each case in accordance with Applicable Law and the Platform's Privacy Policy.

7.4 Withholding of Payments in Cases of Suspected Fraud

We may withhold payment of the Ticket Amount if we suspect that the primary purchase of the ticket on our Platform was fraudulent or otherwise unauthorized. In such cases, you may be required to validate your identity and provide a bank account or other payment method that matches the name on the payment instrument used for the primary purchase.

If you do not complete the requested verification within thirty (30) calendar days after the date you were originally scheduled to receive payment, you may be deemed to have waived your right to receive such payment, to the maximum extent permitted by Applicable Law.

7.5 Withholding of Payments in Insurance-Related Cases

If you have exercised, or are in the process of exercising, an insurance claim associated with the ticket (for example, ticket cancellation or event insurance), we may withhold or deny payment of the Ticket Amount to prevent double recovery from the same transaction.

7.6 Incorrect Payment Information

If you provide inaccurate or invalid payout information and we execute a payment using such information, we are not obligated to contact you or issue another payment. To the maximum extent permitted by Applicable Law, you bear the risk of loss arising from incorrect payout details you provide.

7.7 Technical Errors

In some cases, payments may fail or be delayed due to unforeseen technical errors. If this occurs, we will use commercially reasonable efforts to resolve the issue and process your payment as soon as possible. If we cannot complete your payment, we will contact you.

7.8 Payment Service Providers

Payment processing services are provided by third-party providers. Your use of such payment methods is governed by their terms and conditions, not by these Secondary Terms, and by using the Secondary Marketplace you agree to those terms and conditions.

We are not responsible for any issues arising from payment processing by those third parties, except to the limited extent required by Applicable Law.

7.9 Taxes (Seller Users)

Sales of tickets through the Secondary Marketplace may be subject to taxes imposed by federal, state or local authorities.

You are responsible for:

- identifying, understanding and complying with all tax laws that apply to your ticket sales; and
- paying any such taxes to the appropriate authorities, except to the extent the Platform or its payment/merchant-of-record providers are required by Applicable Law to withhold and remit certain taxes.

In certain cases, we (or our payment/merchant-of-record providers) may calculate, collect and remit taxes on your behalf, as required by Applicable Law. In these cases, we may show such taxes separately or include them in the total amount of fees charged. We make no representation or warranty regarding the accuracy or sufficiency of any taxes calculated, collected or remitted on your behalf. You remain ultimately responsible for your own tax obligations.

Where required under United States tax law, we or our payment/merchant-of-record providers may also require you to provide valid U.S. tax documentation (for example, IRS Form W-9 for U.S. taxpayers or the appropriate Form W-8 for non-U.S. persons) as a condition to receiving payouts. To receive payouts, you must complete the required U.S. tax forms (W-9/W-8). Until the required forms have been provided and validated, any funds otherwise payable to you may be held and will not be paid out, to the maximum extent permitted by Applicable Law.

8. RESCHEDULED AND CANCELED EVENTS (SELLERS)

8.1 Listings When Events Are Rescheduled or Canceled

If an Event is officially rescheduled or canceled, as communicated by the event organizer or venue:

- **Rescheduled Events.** Rescheduled Events. If an Event is rescheduled and tickets remain valid for admission to the rescheduled date, your ticket listings may, at our discretion and in line with event policies and Applicable Law, either:
 - (i) remain available subject to the updated Event details (date, time, location, etc.); or
 - (ii) be canceled, returning the tickets to your account for your own use or for future listing, as applicable.

If your tickets are not valid for admission to the rescheduled Event for any reason, we will work with the event organizer to address the issue in accordance with Applicable Law and event policies.

- **Canceled Events.** If an Event is officially canceled and not rescheduled, your listings in the Secondary Marketplace will be discontinued and you will not receive payment for unsold tickets.

8.2 Payments When Events Are Rescheduled or Canceled

- **Rescheduled Events.**

If an Event is rescheduled, payments to Seller Users may be delayed until the Event takes place and is completed.

If the Event is not rescheduled within a reasonable period, or is relocated or significantly changed (for example, replacement of most or all originally scheduled artists), then, at our discretion and in line with event policies and Applicable Law:

- payments may remain on hold while Buyer Users are given a period to request a refund of the amounts they paid; and
- if a Buyer User requests a refund within the designated period, the sale will be canceled and you will not receive payment.

If no refund is requested within that period, you will receive payment within a reasonable time (up to 30 Business Days after expiration of such period).

- **Canceled Events.**

If an Event is officially canceled and not rescheduled, your sale through the Secondary Marketplace will be canceled and you will not receive any payment as a Seller User. In such cases, Buyer Users may be entitled to a refund of the price they paid for the tickets via the Secondary Marketplace, in accordance with Applicable Law and the applicable event policies.

Any refund or remedy to which you may be entitled as the original primary purchaser of a ticket will be handled exclusively in accordance with the Primary Terms and refund policies that apply to the primary purchase of that ticket (as if the secondary sale had not occurred), and not under these Secondary Terms.

8.3 Denied Admission (Seller Side)

If a Buyer User is denied admission to the Event, payment to you may be delayed until the issue is investigated. This process may take several Business Days. If we determine, in our reasonable discretion and in accordance with Applicable Law, that the Buyer User is entitled to a refund, you will not receive payment for that ticket.

8.4 Communication

We will communicate rescheduling and cancellation scenarios, and their impact on your listings and payments, by email or through the Platform, in accordance with the Primary Terms.

8.5 Repayment of Incorrect Payments

If you receive an incorrect payment for any reason, you are legally obligated to promptly repay the full amount paid in error. We reserve the right to offset such amounts against future payments to you and/or take any necessary steps to recover the funds, to the maximum extent permitted by Applicable Law.

8.6 No Refund of Secondary Service Fee (Seller)

To the maximum extent permitted by Applicable Law, Secondary Service Fees are non-refundable, as our service is performed when we enable you to list your tickets in the Secondary Marketplace and process the transaction. If Applicable Law requires a refund of any fees, we will comply with such requirements.

9. TERMS APPLICABLE TO BUYER USERS

9.1 How Purchasing Works

Buying a ticket through the Secondary Marketplace is designed to be simple and secure:

1. Browse tickets available in the Secondary Marketplace for the Event of your choice and select the ticket(s) you want to buy.
2. When you select a ticket, we may temporarily reserve it for a limited period to allow you to complete your transaction (the **"Reservation Period"**).
3. During the Reservation Period, the selected ticket will remain available to you at the price displayed in the Secondary Marketplace. After the Reservation Period expires, the ticket may become unavailable or its price may change.
4. Service fees and any applicable taxes will be added to the ticket price and disclosed to you before checkout.

5. Before finalizing your purchase, you will be able to review your order, including Event details, ticket details and the total price you will pay.
6. You will then be directed to the payment page, where you must enter personal and payment information and accept these Secondary Terms.
7. Once you successfully complete the payment process and we confirm receipt of payment, the ticket will be automatically transferred to your account, and you will be taken to a purchase confirmation page. We will also send a purchase confirmation email to the address associated with your account.

9.2 Anonymity

Purchases in the Secondary Marketplace are anonymous. We will not disclose your identity or share your personal or payment information with Seller Users, except as required by Applicable Law or as necessary to process payment through our payment service providers.

9.3 Multiple Ticket Purchases

You may purchase multiple tickets in a single order, subject to any restrictions or limits imposed:

- by us;
- by the event organizer or venue; or
- by Applicable Law.

Any such limitations will be clearly disclosed to you at the time of purchase.

10. PURCHASES THROUGH SALE LINK (BUYERS)

The provisions regarding the Sale Link feature described for Seller Users also apply to you as a Buyer User, to the extent relevant:

- the Sale Link will direct you to the payment page for a specific ticket;
- that ticket may be reserved or purchased by other users at any time; and
- if the ticket is reserved or purchased by another user, the Sale Link may be temporarily or permanently disabled.

If the ticket you wish to purchase is no longer available via the Sale Link, you may check the Secondary Marketplace within the Platform for alternative options.

11. TICKET AVAILABILITY AND PURCHASE LIMITS

11.1 Market Dynamics

Availability of tickets in the Secondary Marketplace depends on supply (Seller Users listing tickets) and demand (Buyer Users purchasing tickets). We do not control these market dynamics and therefore cannot guarantee the continuous availability of tickets for any particular Event.

11.2 No Guarantee of Availability

We do not guarantee that tickets will be available at any given time. All orders are subject to ticket availability at the moment of purchase. High demand or other factors beyond our control may result in tickets not being available.

11.3 Additional Availability Restrictions

Availability of tickets in the Secondary Marketplace may be subject to additional restrictions imposed by the venue, the Event organizer, the Platform operator or Applicable Law. We also reserve the right to impose availability restrictions we deem appropriate, at our sole discretion, and Event organizers and/or venues may request that certain restrictions be applied. Any such restrictions will be communicated during the purchase process where reasonably practicable.

11.4 Purchase Limits

To promote fairness and prevent abusive or speculative buying, we may impose limits on how many tickets can be purchased:

- per Event;
- per account; or
- over a specific period,

based on factors such as event popularity, ticket availability and account history.

For large orders above certain thresholds, special conditions may apply. If you plan to purchase tickets for a large group, we encourage you to contact us in advance.

We may enforce purchase limits by various methods, including monitoring transactions, canceling orders that exceed limits, suspending or terminating accounts that repeatedly violate limits, limiting payment options, and adopting additional verification measures.

We are not responsible for any loss or damage you may suffer as a result of cancellation of purchases that exceed purchase limits, to the maximum extent permitted by Applicable Law.

11.5 Changes and Exceptions

We may change purchase limits at any time, with or without prior notice, and may make exceptions in specific cases or for specific users, at our discretion. Any current limits will be displayed during the purchase process.

12. TICKET PRICES AND FEES (BUYERS)

12.1 Prices Set by Seller Users

Ticket prices in the Secondary Marketplace are set by Seller Users, not by us (except for fees we charge for use of the Secondary Marketplace).

As a result:

- we do **not** set resale ticket prices; and
- the price you pay may be significantly higher or lower than the original face value of the ticket.

Where available, and where required by Applicable Law, we will display the original face value of the ticket and will clearly indicate that the ticket is being resold, so that you can see how the Listing Price compares to the original price.

12.2 Service Fees (Buyer)

We charge service fees to cover the costs of operating the Secondary Marketplace and providing secure transactions. These service fees (the "**Purchase Service Fees**") may, depending on the Event, jurisdiction and Applicable Law, either (a) be included in the ticket price displayed to you (an "all-in" price) or (b) be shown as a separate line item that is added to the ticket price. In all cases, the total amount you will pay (including Purchase Service Fees and any mandatory charges that we are required to collect) will be clearly disclosed to you before you finalize your purchase.

In jurisdictions where Applicable Law requires all-in pricing, we will ensure that the first price we show you for a ticket includes any mandatory Purchase Service Fees and similar required charges, except for any taxes or charges that we are not permitted or reasonably able to calculate in advance. We may still show a breakdown of the total price (ticket price, Purchase Service Fees, taxes and other amounts) during the purchase process for transparency.

We may change Purchase Service Fees at any time, with or without prior notice, to the maximum extent permitted by Applicable Law. Any applicable fees and the total amount payable will be disclosed at checkout before you complete your purchase.

We will not increase the base ticket price or mandatory fees during checkout, except for any taxes or optional delivery or add-on amounts that are clearly disclosed and that you actively select.

12.3 Taxes (Buyer)

Ticket purchases may be subject to taxes imposed by federal, state or local authorities. You are responsible for:

- understanding and complying with any tax obligations that apply to your purchases; and
- paying any such taxes to the relevant tax authorities, except to the extent that we (or our payment/merchant-of-record providers) are required by Applicable Law to collect and remit such taxes.

In some cases, we (or our payment/merchant-of-record providers) may calculate, collect and remit taxes on your behalf, as required by Applicable Law. These taxes may be shown separately or included in the total amount of Purchase Service Fees or ticket price. We do not guarantee the accuracy or sufficiency of tax calculations made on your behalf, and you remain responsible for your own tax obligations.

12.4 Currency

All ticket prices will be displayed in the local currency of the Event or as indicated in the Platform, and you will typically be charged in that currency. If currency conversion applies, your bank or payment provider may charge additional fees, which are your responsibility.

12.5 Price Fluctuations

Ticket prices in the Secondary Marketplace may change at any time before you complete your purchase, except during an active Reservation Period. Once payment is confirmed, the price you paid is final.

13. PAYMENTS (BUYERS)

13.1 Payment Methods

We accept various payment methods to facilitate ticket purchases, including major credit and debit cards and other secure payment options, as displayed during checkout.

13.2 Payment Service Providers

Payment methods are provided and processed by third-party payment service providers. Your use of those methods is governed by their terms and conditions, and by using the Secondary Marketplace you agree to those terms.

We are not responsible for any issues arising from processing your payment by such third parties, except to the limited extent required by Applicable Law.

13.3 Authorization to Charge

By purchasing tickets in the Secondary Marketplace, you authorize us and/or our payment/merchant-of-record providers to charge your selected payment method for the total transaction amount, including:

- the ticket price;
- Purchase Service Fees and other related charges, if applicable; and
- any applicable taxes.

13.4 Verification of Payment Information

To prevent fraud and unauthorized transactions, your payment information is subject to standard industry verification procedures, which may include:

- verification of billing information;
- IP address checks;
- comparison against third-party databases; and
- fraud detection algorithms and additional checks as needed.

If we determine that your payment information is false, incorrect, incomplete or cannot be verified as belonging to you, we may refuse your payment and/or cancel the transaction.

13.5 Technical Errors

Payments may be declined or delayed due to unexpected technical errors or issues. If this occurs, we will use commercially reasonable efforts to resolve the issue and process your payment, but if we cannot, you may need to contact your financial institution, verify your payment details and try again later.

13.6 All Sales Final (Subject to Law)

To the maximum extent permitted by Applicable Law, **all ticket purchases in the Secondary Marketplace are final**. We do not accept cancellations, returns or exchanges after a purchase has been completed, except where required by Applicable Law or expressly provided for in these Secondary Terms.

Your specific refund rights for rescheduled, canceled or invalid Events, and for denied admission due to ticket issues, are described in Section 16.

13.7 Identity Verification; KYC and Sanctions Screening (Buyers)

13.7.1 Identity Verification and KYC.

To comply with Applicable Law (including anti-money laundering, counter-terrorist financing and sanctions requirements), card network rules and our own risk policies, we may require you, as a Buyer User, to complete identity verification and “know your customer” (“**KYC**”) checks before:

- (i) approving or processing your payment for a purchase in the Secondary Marketplace;
- (ii) allowing you to continue to make purchases after your activity reaches certain thresholds or triggers additional review; and/or
- (iii) processing any refund related to a transaction in the Secondary Marketplace.

13.7.2 Third-Party Verification and Payment Providers.

We may use one or more third-party verification and payment service providers to perform identity verification, sanctions screening, risk checks and payment processing in connection with the Secondary Marketplace, including, without limitation, Stripe, Inc. and its affiliates and similar providers. By using the Secondary Marketplace as a Buyer User, you authorize us to:

- (i) share with such providers the personal and payment information you submit for verification and payment purposes; and
- (ii) receive and rely on information, decisions and risk assessments from such providers (for example, whether your payment method is approved, declined or requires additional review),

in each case in accordance with the Platform’s Privacy Policy and Applicable Law.

13.7.3 Information and Documentation We May Request.

You agree to promptly provide accurate, complete and current information and documentation we request for verification, which may include:

- (i) your full legal name, date of birth, billing address and contact details;
- (ii) government-issued identification (for example, passport, national ID or driver’s license) and proof of address; and
- (iii) any additional information or documentation reasonably required by us or our verification/payment providers to comply with Applicable Law, card network rules or their own risk policies.

You represent and warrant that all information and documentation you provide for these purposes is true, accurate and complete, and you agree to keep it updated.

13.7.4 Sanctions and Prohibited Persons.

By using the Secondary Marketplace as a Buyer User, you represent and warrant that:

- (i) you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive trade sanctions under Applicable Law;
- (ii) you are not, and are not owned or controlled (directly or indirectly) by, any person or entity that is the subject of sanctions administered by the U.S. government or any other relevant authority; and
- (iii) you will not use the Secondary Marketplace, or any tickets purchased through it, for any unlawful purpose, including money laundering, terrorist financing or other illegal activities.

13.7.5 Consequences of Non-Compliance or Failed Verification.

If you do not complete identity verification or provide the requested information and documentation within the time we specify, or if we or our verification/payment providers are unable to verify your identity or determine that you present an unacceptable risk under Applicable Law or their risk policies, we may, in our sole discretion and to the maximum extent permitted by Applicable Law:

- (i) decline or cancel your purchase in the Secondary Marketplace;
- (ii) delay, withhold or deny any refund related to such purchase, to the extent permitted by Applicable Law;
- (iii) require you to use a different payment method or impose additional purchase limits; and/or
- (iv) suspend or terminate your account and/or your access to the Secondary Marketplace.

13.7.6 Separate Terms with Verification/Payment Providers.

In some cases, you may be required to agree to separate terms and conditions of our verification or payment service providers as a condition to completing a purchase or receiving a refund. Your use of such services is subject to those terms, in addition to these Secondary Terms and the Primary Terms.

14. PURCHASE CONFIRMATION AND TICKET DELIVERY

14.1 Purchase Confirmation

After your payment is successfully processed, you will be directed to a purchase confirmation page, and we will send a purchase confirmation email (the "**Purchase Confirmation Email**") to the email address associated with your account. The

Purchase Confirmation Email will include a summary of your order and may also contain your ticket(s), depending on the delivery method applicable to the Event.

14.2 Ticket Delivery Methods

Tickets purchased through the Secondary Marketplace will be delivered in accordance with the ticket delivery method(s) enabled for the relevant Event and communicated during the purchase process. Depending on the Event and the delivery method, your ticket(s) and any associated QR code(s) or other admission credentials may be:

(a) made available in your account within the Platform or mobile app (for example, in a digital ticket wallet);

(b) sent to you by email (for example, as a PDF or link);

(c) delivered via another electronic method specified at checkout (for example, SMS or pass wallet); or

(d) made available for collection or other delivery as described in the Event information.

We are responsible for making your ticket(s) and associated admission credential(s) available using the delivery method and within the time frame communicated for the Event. You are responsible for ensuring that your contact details (including email address and, where applicable, phone number) are accurate and up to date and for accessing and preserving your ticket(s) once delivered.

14.3 Delays and Email Issues

In general, Purchase Confirmation Emails and any email-delivered tickets are sent shortly after payment is confirmed. However, delivery may be delayed due to factors beyond our control (for example, email provider issues, spam filters, network delays or storage limits). If you do not receive the Purchase Confirmation Email or your email-delivered tickets within the expected time frame communicated on the Platform, please contact us.

To the maximum extent permitted by Applicable Law, we are not responsible for problems related to email or messaging delivery that are outside our reasonable control, including delays, non-delivery, misdirected messages, loss of access to the email address or phone number associated with your account, or filtering of emails or messages into spam or junk folders.

14.4 Invoices

The Purchase Confirmation Email serves as a valid and binding record of your purchase. Where required by Applicable Law, we may also provide a tax invoice for Purchase Service Fees or other amounts charged in connection with your purchase.

14.5 Seat details

Before you buy you will always see the exact section, row and seat numbers where available.

15. EVENT ACCESS AND QR CODES

15.1 Tickets and Admission Credentials

Tickets may be associated with unique QR codes or similar digital credentials that serve as the means of admission to the Event. Admission will only be granted upon the successful validation of the applicable QR code or other credential, and is subject to any additional admission requirements imposed by the Event organizer, venue or relevant authorities.

15.2 QR Code Availability and Unlock Period

The timing and method by which your QR code or other admission credential becomes available will depend on the ticket delivery method applicable to the Event. In some cases, the QR code or credential may be available to you immediately after purchase; in other cases, it may remain securely blocked until a specific time window before the Event (the "**Unlock Period**").

Where an Unlock Period is used, the duration of the Unlock Period and the expected availability of your QR code or credential will be communicated on the Platform or in your account for the relevant Event. When the Unlock Period begins, the QR code or credential will become available through the delivery method applicable to your ticket (for example, in your account within the Platform or mobile app, or via email or other electronic delivery, as described in Section 14.2).

If you do not receive or cannot access your QR code or other admission credential within the expected time frame, or if you have lost access to the email address or other contact method associated with your account, please contact us.

15.3 Admission Requirements

Admission to the Event is subject to:

- (a) successful validation of the QR code or other admission credential associated with your ticket; and
- (b) compliance with any admission requirements imposed by the Event organizer, venue or relevant authorities (for example, security checks, age restrictions, health and safety requirements and any applicable policies communicated for the Event).

You are responsible for reviewing and complying with all applicable admission requirements. To the maximum extent permitted by Applicable Law, we are not

responsible for any issues or difficulties you may encounter in gaining admission to the Event that are not caused by our failure to deliver your ticket or admission credential in accordance with the delivery method and timelines communicated for the Event, including but not limited to:

- (a) issues with your device, email or connectivity;
- (b) problems with QR scanning or validation processes operated by the Event organizer or venue; or
- (c) failure to meet admission requirements.

15.4 Responsibility for Access to Tickets and QR Codes

Subject to our obligations in Sections 14.2 and 15.2, you are responsible for ensuring that your ticket(s) and any QR code(s) or other admission credential(s) are accessible at the time of the Event. To the maximum extent permitted by Applicable Law, we are not responsible for issues you may encounter accessing your ticket(s) or credentials that are outside our reasonable control, including:

- (a) loss of access to the email address or phone number associated with your account;
- (b) emails or messages lost or misdirected;
- (c) technical issues with your email, messaging or internet service; or
- (d) filtering of emails or messages into spam, junk or other folders.

16. RESCHEDULED AND CANCELED EVENTS (BUYERS)

16.1 Rescheduled Events

If an Event is officially rescheduled, as communicated by the event organizer or venue:

- your ticket will generally remain valid for entry to the rescheduled Event; and
- if, for any reason, your ticket is not valid for entry, we will work with the event organizer to resolve the issue in accordance with Applicable Law and event policies.

If an Event is not rescheduled within a reasonable period, or is relocated or significantly changed (for example, replacement of most or all originally scheduled artists), then, in accordance with Applicable Law and applicable event policies, we will either (i) treat the Event as canceled for refund purposes or (ii) offer you a reasonable period in which you may request a refund of the price you paid for the ticket in the

Secondary Marketplace. Any refund request must be submitted within the time period communicated to you.

16.2 Canceled Events

If an Event is officially canceled and not rescheduled, as communicated by the event organizer or venue, we will notify you by email and you will be entitled, in accordance with Applicable Law and applicable event policies, to a refund of the price you paid for the ticket in the Secondary Marketplace.

We may provide the refund automatically, or we may ask you to submit a refund request within a specified period, which will be clearly communicated.

16.3 Denied Admission (Buyer Side)

If you are denied admission to the Event, you will not automatically be entitled to a refund or any other compensation, except where required by Applicable Law or explicitly provided in the Primary Terms or these Secondary Terms. However, if you are denied admission solely because the ticket you purchased through the Secondary Marketplace is invalid, counterfeit, has been cancelled or otherwise fails to grant you admission for reasons not caused by you or your failure to meet admission requirements (such as security, health, age or conduct rules imposed by the Event organizer or venue), then, upon timely notice and appropriate documentation from you, we will treat this as a ticket failure and you will be entitled to a refund consistent with Sections 16.1 and 16.2 and Applicable Law.

16.4 Communication

We will communicate information regarding rescheduled or canceled Events, and your related rights and obligations, by email and/or through the Platform in accordance with the Primary Terms.

16.5 No Refund of Purchase Service Fees

To the maximum extent permitted by Applicable Law, Purchase Service Fees are non-refundable, as our service is performed when we provide access to and process your purchase through the Secondary Marketplace. If Applicable Law requires the refund of certain fees, we will comply with such requirements.

17. MISCELLANEOUS

These Secondary Terms form part of, and should be interpreted together with, the Primary Terms and our Privacy Policy. To the extent not explicitly addressed in these Secondary Terms, the provisions of the Primary Terms (including limitations of liability,

governing law and dispute resolution) apply to your use of the Secondary Marketplace.