

Official Fan-to-Fan Ticket Resale - Terms of Service

TERMS AND CONDITIONS

SUMMARY - KEY THINGS TO KNOW

This summary is provided for convenience only. It is not a substitute for the full Secondary Terms below, which control. Capitalized terms are defined in the Definitions section.

- **What this is.** The resale service lets fans buy and sell tickets to one another. It is operated by menta (Menta Tickets Corp.), which also acts as merchant of record for resale payments. menta is not the buyer or seller of any ticket.
- **Prices and fees.** Sellers set their own prices, which may be higher or lower than face value. A service fee (and any applicable tax) is added, and the total you will pay or receive is shown before you confirm.
- **Selling and getting paid.** You must be at least 18 to sell. To be paid, you must complete payment onboarding and link a valid bank account with our payment provider. Payouts are generally released after the Event, once those steps are complete (Section 7).
- **Buying.** Tickets sold through the resale service are authentic and valid for entry (Section 2.2). If a ticket you buy through the resale service is not valid for reasons that are our responsibility, your sole remedy is a refund.
- **Canceled or changed Events.** If an Event is canceled, buyers are generally entitled to a refund and sellers are not paid, as described in Sections 8 and 16.
- **External resale sites (optional).** For some listings we may also list your ticket on third-party resale sites; if so, that sale is governed by the other site's terms, but our obligations to you as a seller stay the same (Section 3.9).
- **Disputes - arbitration and class-action waiver.** These Secondary Terms require most disputes to be resolved by binding individual arbitration and waive class actions, unless you opt out within 30 days (Section 22.3).
- **Disclaimers and liability limits.** These Secondary Terms disclaim certain warranties and limit our liability (Sections 17 and 18).
- **Not legal or tax advice.** Nothing in these Secondary Terms is legal or tax advice.

Important:

These Terms and Conditions (the "Secondary Terms") govern your use of the official fan-to-fan resale service (the "Secondary Resale Service") made available to you within the ticketing platform on which you access it (the "Platform"). The Secondary Resale Service is operated by Menta Tickets Corp. ("menta", "we", "us" or "our"), which also acts as merchant of record for payments made through the Secondary Resale Service.

The Platform, and the primary sale of tickets on it, are provided by the ticketing company or event organizer that operates the Platform (the "Company") under its own terms and conditions (the "Primary Terms"). These Secondary Terms are supplemental to, and intended to be incorporated by reference into, the Primary Terms.

Please review these Secondary Terms carefully and note that, by checking a box or clicking a button indicating your acceptance, or by otherwise accessing or using the Secondary Resale Service (including by listing, reserving, buying or selling a ticket), you agree to be bound by them, together with the Primary Terms and the applicable Privacy Policy. If you do not agree to these Secondary Terms, you must not use the Secondary Resale Service. In the event of any conflict:

- the Primary Terms govern primary ticket purchases and your use of the Platform generally; and
- these Secondary Terms govern transactions carried out through the Secondary Resale Service, including payments to and from users,

in each case subject to applicable federal, state and local law ("Applicable Law"). In these Secondary Terms, "Business Day" means any day other than a Saturday, Sunday or US federal public holiday.

DEFINITIONS

In these Secondary Terms, capitalized terms have the meanings given below or where they are first defined in the text:

- **"Applicable Law"** means all applicable federal, state and local laws, rules and regulations.
- **"Business Day"** means any day other than a Saturday, Sunday or US federal public holiday.
- **"Buyer User"** means a user who buys, or offers to buy, a ticket through the Secondary Resale Service.
- **"Company"** means the ticketing company or event organizer that operates the Platform.
- **"Dispute"** has the meaning given in Section 22.3(a).
- **"Event"** means the live event to which a ticket grants admission.
- **"Listing Price"** means the total price at which a ticket is listed in the Secondary Resale Service, comprising the Ticket Amount plus the Secondary Service Fee and any applicable tax.
- **"menta", "we", "us" or "our"** means Menta Tickets Corp.
- **"Payment Provider"** means our third-party payment service provider (currently Stripe, Inc. and its affiliates).
- **"Payout Account"** means the account with the Payment Provider through which a Seller User's funds are held and paid out.
- **"Payout Date"** means the date, communicated to a Seller User at the time of listing, on or after which the Ticket Amount becomes payable (generally a number of Business Days after the Event).

- **"Platform"** means the ticketing platform on which the Secondary Resale Service is made available to you.
- **"Primary Terms"** means the Company's own terms and conditions governing the Platform and primary ticket sales.
- **"Privacy Policy"** means the applicable privacy policy, as updated from time to time.
- **"Purchase Service Fee"** means the service fee charged to a Buyer User for use of the Secondary Resale Service.
- **"Reservation Period"** means the limited period during which a selected ticket is held for a Buyer User to complete a purchase.
- **"Sale Link"** means a unique link a Seller User may share to direct a buyer to the payment page for a listed ticket.
- **"Secondary Resale Service"** means the official fan-to-fan resale service operated by menta and made available within the Platform.
- **"Secondary Service Fee"** means the service fee charged to a Seller User for use of the Secondary Resale Service.
- **"Seller User"** means a user who lists or sells, or offers to sell, a ticket through the Secondary Resale Service.
- **"Ticket Amount"** means the amount a Seller User sets to receive for a ticket, before the Secondary Service Fee and any applicable tax.
- **"Ticket Resale Laws"** means the laws and regulations that apply to the buying or selling of tickets, as described in Section 2.7.
- **"Transfer"** means our movement of the Ticket Amount from us to a Seller User's Payout Account, as described in Section 7.8.
- **"Unlock Period"** means the time window before an Event during which a ticket's QR code or admission credential becomes available, as described in Section 15.2.

1. INTRODUCTION

We share your excitement for live events and understand the importance of accessing authentic and secure tickets. For that reason, the Platform offers an official, integrated fan-to-fan resale service (the "Secondary Resale Service"), operated by us, that allows you to sell and buy tickets in a controlled and secure environment.

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

These Secondary Terms govern your use of the Secondary Resale Service and set out the rules and responsibilities that apply to all transactions carried out through this feature. By accessing or using the Secondary Resale Service, you agree to be bound by these Secondary Terms, as well as the Primary Terms and the applicable 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 Resale Service,

in each case subject to Applicable Law.

2. GENERAL CONSIDERATIONS

2.1 Legal Notice — Nature of the Service

The Secondary Resale Service is a service 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 operate the Secondary Resale Service and act as merchant of record for payments made through it, but we do not act as the buyer or seller of the tickets being transacted in the Secondary Resale Service; and
- (b) we do not set the ticket prices (other than service fees we charge for the use of the Secondary Resale Service, as described in these Secondary Terms).

2.2 Authenticity Guarantee

Because the Secondary Resale Service is integrated with the Platform on which the tickets were originally issued, we guarantee that all tickets transacted through the Secondary Resale Service are authentic tickets originally issued through the Platform and therefore valid for entry to the applicable events (the "Events"), provided you meet all admission requirements established by the Event organizer, venue, and/or relevant authorities.

If a ticket purchased through the Secondary Resale Service is found not to be authentic or fails to grant admission for reasons not caused by you or your failure to meet admission requirements, your sole and exclusive remedy is a refund in accordance with Section 16 and Applicable Law.

2.3 Limits on Secondary Sales

Use of the Secondary Resale Service may be subject to limitations or restrictions imposed by us, the Company, 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 Resale Through the Secondary Resale Service

The Secondary Resale Service is provided as a secure, official channel for reselling or transferring tickets originally issued through the Platform, with authenticity and payment protections that off-platform channels cannot offer.

If you choose to buy or sell tickets through channels other than the Secondary Resale Service (for example, informal or unaffiliated third-party resale sites, social media or private arrangements), you should be aware that doing so may:

- (a) increase the risk of fraud or invalid tickets;
- (b) make it more difficult or impossible for us, the Company, 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.

Nothing in this Section 2.4 limits any non-waivable rights you may have under Applicable Law to resell or transfer your tickets. Where permitted by Applicable Law and applicable Event and venue policies, if we reasonably determine that a specific transaction poses a fraud, security or integrity risk, or violates these Secondary Terms, the Primary Terms, or Event or venue policies, we may take reasonable and proportionate measures in response, such as canceling the affected listing or transaction or restricting the accounts involved. 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 Secondary Resale Service.

2.5 Age Requirements

To list or sell tickets in the Secondary Resale Service, you must be at least eighteen (18) years old. This is required because receiving payouts involves setting up a payout account with the Payment Provider, which requires the account holder to be an adult able to enter into binding agreements. By listing a ticket, you represent and warrant that you are at least eighteen (18) years old.

To buy tickets in the Secondary Resale Service, you must be legally able to enter into a binding contract. If you are under eighteen (18) years old, you may buy tickets only with the involvement and consent of a parent or legal guardian, who will be responsible for the purchase and payment.

2.6 Privacy and Personal Data Protection

Collection and use of personal information in connection with the Secondary Resale Service are governed by the applicable Privacy Policy as updated from time to time (the "Privacy Policy"). By accessing or using the Secondary Resale Service, 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 your use of the Secondary Resale Service.

The Privacy Policy addresses, among other things, any specific provisions regarding children and parental consent required under Applicable Law (such as those under the U.S. Children's Online Privacy Protection Act, "COPPA", which applies to children under 13). 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 Resale Service, 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 Resale Service.
- (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.

2.8 Prohibited Conduct

When using the Secondary Resale Service, you must not, and must not attempt to, or allow or assist any third party to: (a) use any robot, bot, spider, scraper, script or other automated means to access, monitor, use or copy the Secondary Resale Service or any data in it, or to list, reserve or purchase tickets, or to circumvent any purchase limit or any security or availability control (this is in addition to Section 2.7); (b) interfere with, disrupt, overload or impair the Secondary Resale Service or the servers or networks that support it, or attempt to gain unauthorized access to any account, system or data; (c) reverse engineer, decompile or disassemble any part of the Secondary Resale Service, or copy, modify or create derivative works of it, except to the extent this restriction is prohibited by Applicable Law; (d) provide false, inaccurate or misleading information, impersonate any person or entity, or misrepresent your affiliation with any person or entity; (e) use the Secondary Resale Service for any fraudulent, unlawful or unauthorized purpose, or in violation of these Secondary Terms, the Primary Terms or any Applicable Law (including any Ticket Resale Laws); (f) resell, sublicense or make the Secondary Resale Service available to any third party except as expressly permitted; or (g) remove, obscure or alter any notice, label or security feature on any ticket or within the Secondary Resale Service. We may investigate and respond to any suspected violation, including through the measures described in Section 20, to the maximum extent permitted by Applicable Law.

2.9 Your Account

You may need an account on the Platform to use the Secondary Resale Service. Account creation, credentials and general account terms are governed by the Primary Terms. You are responsible for maintaining the confidentiality of your login credentials and for all

activity that occurs under your account in connection with the Secondary Resale Service, and you must promptly notify us or the Company of any unauthorized use. We may refuse, suspend or limit access to the Secondary Resale Service through any account as described in Section 20.

2.10 Intellectual Property; License to Use

The Secondary Resale Service, including its software, design, text, graphics, logos and other content (but excluding tickets and any content owned by Event organizers, the Company or other third parties), is owned by menta or its licensors and is protected by intellectual property laws. Subject to your compliance with these Secondary Terms, we grant you a limited, personal, non-exclusive, non-transferable and revocable license to access and use the Secondary Resale Service for the purpose of buying and selling tickets as permitted by these Secondary Terms. We reserve all rights not expressly granted. You may not use any of our or the Company's names, logos or trademarks without prior written permission. If you provide us with feedback or suggestions, you grant us a non-exclusive, perpetual, royalty-free license to use them without restriction or any obligation to you.

3. TERMS APPLICABLE TO SELLER USERS

3.1 Listing Tickets in the Secondary Resale Service

3.1.1 How Listing Works

The process of listing tickets for sale in the Secondary Resale Service 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 Resale Service (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 Resale Service (the "Listing Price").
4. You will be prompted to set up your seller payout account and complete the information required to receive payment, as described in Section 7. You can complete a listing before finishing this setup, but we cannot pay you until it is complete.
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 Resale Service 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 required by Applicable Law, we will 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 and conditions described in Section 7.

3.1.2 Listing Price and Your Responsibility

Your tickets will be listed in the Secondary Resale Service 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 Resale Service, 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 Resale Service within a specific time frame.

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

3.1.5 Listing Limitations

Your tickets may be subject to listing limitations or restrictions imposed by us, the Company, 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 Resale Service;
- the Listing Price may be required to fall within a specified range, including minimum and maximum prices;
- in certain jurisdictions, Applicable Law, Event organizer terms, or contractual arrangements may impose maximum resale prices (for example, limiting the Listing Price to a fixed dollar amount above face value, to a regulated percentage of the

original total price paid, or to other regulated amounts). Where such limits apply, we may enforce them during the listing process; 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 Resale Service, you represent and warrant that:

- You are the lawful holder of each ticket you list in the Secondary Resale Service (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 hold, and will maintain throughout the listing period, any license, registration, permit or authorization required under Applicable Law (including any Ticket Resale Laws) for you to list and sell the ticket in the Secondary Resale Service;
- If you engage in ticket resale on a regular or commercial basis, you will comply with all licensing, registration, tax reporting and disclosure obligations that apply to you as a commercial reseller under Applicable Law, including any Ticket Resale Laws;
- You acquired the ticket lawfully and in good faith, through legitimate means, and not by fraud, identity theft, unauthorized use of any payment method, or any other unlawful act;
- You are not an employee, contractor, advisor, representative or collaborator (in any employment, commercial, consulting or similar relationship) of menta, the Company or the Event organizer;
- You do not directly or indirectly hold ownership interests, control, decision-making authority, or a functional or hierarchical role with menta, the Company or 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; and

- 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 Resale Service. 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 Resale Service are anonymous as between Seller Users and Buyer Users. We do not disclose your identity or share your personal or payment information with the other party to a transaction. Identity verification and payment onboarding take place between you and us and the Payment Provider, not with the other party. The only circumstance in which your identity may be revealed to a Buyer User is if you choose to share a Sale Link (see Section 4) in a way that discloses who you are; the Sale Link itself does not reveal your identity.

This does not limit our ability to disclose information where required by Applicable Law or as necessary to process payments and comply with our legal obligations, in accordance with the Privacy Policy.

3.4 Binding Offer

By listing a ticket for sale in the Secondary Resale Service, 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 Resale Service 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 Resale Service 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 Verification Required. To comply with Applicable Law (including anti-money laundering, counter-terrorist financing and sanctions requirements) and to prevent fraud and abuse, we and the Payment Provider may require you, as a Seller User, to complete identity verification and “know your customer” (“KYC”) checks before enabling you to list tickets, approving or processing any payout, or allowing you to continue using the Secondary Resale Service after your activity reaches certain thresholds or triggers additional review. The account setup and payout onboarding process is described in Section 7.

3.7.2 Third-Party Verification and Payment Providers. We 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 Resale Service (including the Payment Provider). By using the Secondary Resale Service as a Seller User, you authorize us to share with such providers the information you submit for verification and payout purposes, and to receive and rely on their information, decisions and risk assessments (for example, whether your account is verified or requires additional review), in each case in accordance with the Privacy Policy and Applicable Law.

3.7.3 Sanctions and Prohibited Persons. By using the Secondary Resale Service 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 to comprehensive 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 Resale Service, or any proceeds from your sales, for any unlawful purpose, including money laundering, terrorist financing or other illegal activities.

3.7.4 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, to the maximum extent permitted by Applicable Law:

- (i) prevent you from listing tickets in the Secondary Resale Service;
- (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), as described in Section 7;
- (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 Resale Service.

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

3.8 Seller Indemnity

To the maximum extent permitted by Applicable Law, you agree to indemnify, defend and hold harmless menta, the Company, their respective affiliates, and their respective officers, directors, employees and agents from and against any claims, liabilities, losses, damages, fines, penalties, taxes, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of any representation, warranty or obligation in Section 3.2 or elsewhere in these Secondary Terms; (b) any tax, licensing, registration, reporting or disclosure obligation that applies to you in connection with your listings or sales through the Secondary Resale Service; (c) your acquisition or listing of any ticket that was obtained unlawfully or in breach of any contract, event or venue policy; or (d) any third-party claim alleging that your use of the Secondary Resale Service infringes or violates their rights. This Section 3.8 does not limit any rights or remedies available to us under Applicable Law.

3.9 Listing on External Resale Sites

3.9.1 What this is (optional). For some Events, we may offer to increase the chances of selling your ticket by also listing it, in addition to the Secondary Resale Service, on one or more third-party resale sites operated by other companies, through third-party distribution partners. This feature may or may not be available for a given listing or Event; where available, it may be offered to you to enable when you list, or enabled for certain Events as disclosed to you at that time. We do not guarantee that your ticket will be listed on any particular site or that it will sell.

3.9.2 Your authorization. If this feature applies to your listing, you authorize us and our distribution partners to list, market, price and offer your ticket for sale on the applicable third-party resale sites on your behalf, and to manage and remove (de-list) those listings across all channels, including de-listing your ticket everywhere once it sells through any channel, in order to prevent double sales.

3.9.3 Buyers on third-party sites. A buyer who purchases your ticket on a third-party resale site is a customer of that site, and not a user of the Platform or the Secondary Resale Service. That purchase is governed by the site's own terms, pricing and buyer

protections, and the site (or its operator) is responsible for its transaction with the buyer, including acting as merchant of record where applicable and handling the buyer's payment, refunds, cancellations and disputes. We do not control, and are not responsible for, any third-party resale site.

3.9.4 Our obligations to you are unchanged. Regardless of the channel through which your ticket is sold, our obligations to you as a Seller User are the same as for a sale through the Secondary Resale Service. You will receive the Ticket Amount you set (less any applicable Secondary Service Fee), and Sections 7 (Seller Account, Onboarding and Payments) and 8 (Rescheduled and Canceled Events) apply to a sale made through a third-party resale site in the same way as they apply to a sale through the Secondary Resale Service, treating it as a sale of your ticket for the purpose of your rights and obligations under those Sections. We receive the proceeds attributable to your ticket (through our distribution partner) and pay you in accordance with Section 7. If such a sale is later refunded, reversed, charged back or canceled, or the Event is rescheduled or canceled, your payment is affected in the same way as described in Sections 7 and 8, including our right to withhold, delay, reverse or recover the corresponding amounts.

3.9.5 Pricing may differ. The price shown to buyers on a third-party resale site may be higher than the Listing Price shown in the Secondary Resale Service, because it may include that site's own buyer fees, taxes and pricing adjustments, which may be set by us, our distribution partners or the site itself. You are not entitled to any amount above the Ticket Amount you set (less any applicable Secondary Service Fee), regardless of the price at which your ticket is ultimately sold.

3.9.6 No separate self-listing. While your ticket is listed through us (whether in the Secondary Resale Service or on a third-party resale site through our distribution), you must not separately list or sell the same ticket through any other channel yourself. If your ticket is sold more than once because you listed it elsewhere yourself, you are responsible for the resulting refunds, costs and penalties, and we may recover the corresponding amounts from you as described in Section 7.19. Enabling this feature involves sharing certain listing and ticket information with our distribution partners and the applicable third-party resale sites so that your ticket can be listed and sold, in accordance with the Privacy Policy; this does not change the anonymity provisions in Section 3.3 as between you and any buyer.

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 Resale Service, 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

The Sale Link does not itself reveal your identity. However, by sharing the Sale Link with a specific individual or group (for example, through a non-anonymous messaging or social media channel), 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 Resale Service 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 Resale Service 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 Resale Service, 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 for Fraud or Breach

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. (This is separate from the treatment of rescheduled or canceled Events, which is addressed in Section 8.)

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. SELLER ACCOUNT, ONBOARDING AND PAYMENTS

7.1 Payout Account

To receive payment for tickets you sell, you must have a payout account with our Payment Provider. When you first list a ticket, a connected account with the Payment Provider (your "Payout Account") is created for you and linked to us. Your funds are held and processed through this arrangement as described in this Section 7.

7.2 What You Must Complete to Be Paid

You may list and sell a ticket before completing your setup. However, we cannot pay you until you have both:

- (a) successfully completed the Payment Provider's onboarding and identity verification; and
- (b) added a valid bank account to your Payout Account.

Onboarding is hosted by the Payment Provider and adapts to whether you sign up as an individual or as a business. It generally asks for: your (or your business's) legal name, and for a business its formation details and information about its owners; date of birth (for individuals) and address; a government-issued identification document and/or additional documents if your identity cannot otherwise be verified; your taxpayer identification number (for example, your Social Security Number or ITIN, or for a business its EIN); your bank account details; and your acceptance of the Payment Provider's services agreement.

7.3 US Sellers Only

You may onboard as a Seller User only if you are a US person for tax purposes (a US citizen, a US resident, or a business formed in the United States), which you confirm when you list. We do not currently onboard non-US sellers.

7.4 Acceptance of Payment Provider Terms

Receiving payouts requires you to accept and comply with the Payment Provider's services agreement, which is an agreement between you and the Payment Provider and applies in addition to these Secondary Terms. If you do not accept it, or if the Payment Provider determines that it cannot provide services to you, we will be unable to pay you.

7.5 Keeping Your Information Current; Further Checks

You must provide accurate, complete and current information for your Payout Account and keep it up to date (for example, if your bank account or address changes). Because rules and verification requirements can change, the Payment Provider may request additional information or documents after your initial onboarding. If your Payout Account has outstanding requirements, or your bank details become invalid, transfers and payouts are paused until you resolve them, in the same way as if your onboarding were not yet complete.

7.6 Bank Account in Your Name

The bank account you add must belong to you (or to your business, if you onboard as a business). The Payment Provider may verify that the legal owner of the bank account matches your verified identity, and payouts may be withheld if ownership cannot be verified.

7.7 How We Hold Funds

When a Buyer User purchases your ticket, the total transaction amount is charged by us, as merchant of record for the payment, through the Payment Provider, and we receive and hold those funds. You appoint us as your limited payment collection agent solely to receive payment from Buyer Users on your behalf, and a Buyer User's payment to us (or

to the Payment Provider) satisfies the Buyer User's payment obligation to you for the ticket, whether or not we have yet paid you in accordance with these Secondary Terms.

We generally do not release your Ticket Amount until the required number of Business Days after the Event has passed (as communicated to you when you list). This "post-event payout" approach is a standard safeguard, so that the Buyer User can attend the Event with a valid ticket before funds are released to you. While we hold the funds, they are held by us and not in trust or escrow, and you are not entitled to any interest on them.

7.8 When and How You Get Paid

When you list, we tell you the number of Business Days after the Event after which your Ticket Amount becomes payable (the "Payout Date").

Provided that (i) the Payout Date has been reached and (ii) your Payout Account is fully onboarded, has a valid linked bank account, and has no outstanding requirements, we will move the Ticket Amount from us to your Payout Account (the "Transfer"). The Payment Provider then pays out the funds from your Payout Account to your linked bank account on a daily basis; that payout is typically issued on the same day as, or the day after, the Transfer.

Once the payout has been issued, it generally reaches your bank within one (1) to two (2) Business Days, and in some cases may take up to five (5) or six (6) Business Days, depending on your bank and other factors outside our control.

To make the timing clear:

- If the Payout Date has been reached but your onboarding and/or bank account are not complete (or your Payout Account has outstanding requirements), no Transfer or payout is made until you complete them.
- If your onboarding and bank account are complete but the Payout Date has not yet been reached, no Transfer or payout is made until it has.

We use commercially reasonable efforts to pay you within these timelines. Actual timing also depends on your completing onboarding and verification and on the Payment Provider's processing times. If all conditions for payment have been met and you have not received your payment within ten (10) Business Days after the Transfer, please contact us and we will work with you to resolve it.

7.9 Failed or Returned Payouts

If a payout fails or is returned (for example, because your bank account is closed, incorrect or rejects the deposit), your payout method may be disabled and further payouts paused until you provide valid details. We will use commercially reasonable efforts to notify you so that you can update your information. If you provided incorrect bank details and a payout is made using them, Section 7.12 applies.

7.10 Verification of Payment Information

In addition to the identity verification and KYC requirements described in Section 3.7, 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 Resale Service and its users, in each case in accordance with Applicable Law and the Privacy Policy.

7.11 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 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, we will continue to hold the funds and will handle them in accordance with Section 7.14 (Unclaimed Funds), to the maximum extent permitted by Applicable Law.

7.12 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.

7.13 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.

7.14 Unclaimed Funds

If we are holding funds payable to you but are unable to pay them out (for example, because your onboarding is incomplete, your bank details are invalid, or we are otherwise unable to reach you or verify you), we will hold the funds and use reasonable efforts to contact you. If the funds remain unclaimed, we will handle them in accordance with applicable unclaimed-property (escheatment) laws, which may require us to remit them to the relevant US state authority. To the maximum extent permitted by Applicable Law, we are not liable for funds handled in accordance with those laws.

7.15 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.

7.16 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, in addition to these Secondary Terms, and by using the Secondary Resale Service 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.

7.17 Taxes and Information Reporting (Seller Users)

Sales of tickets through the Secondary Resale Service 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 for paying any such taxes to the appropriate authorities, except to the extent we are required by Applicable Law to withhold and remit certain taxes.

Because you sell as a US person, we (through the Payment Provider) will report your sales and payout activity to the Internal Revenue Service and, where applicable, state tax authorities on the appropriate information return (for example, IRS Form 1099-K) where required, and will make a copy available to you. Federal and state reporting thresholds differ, and several states require reporting at levels significantly below the federal threshold.

You must provide a valid taxpayer identification number during onboarding. If you do not, or where we are otherwise required to do so, we (or the Payment Provider) may be required to apply backup withholding to your payouts at the applicable statutory rate and remit those amounts to the tax authorities. We make no representation or warranty regarding the accuracy or sufficiency of any taxes calculated, collected, withheld or remitted, and you remain ultimately responsible for your own tax obligations.

7.18 Chargebacks and Payment Disputes

If a Buyer User or a payment service provider initiates a chargeback, reversal, or other payment dispute in relation to a ticket you sold through the Secondary Resale Service, we may, to the extent permitted by Applicable Law: (a) withhold the corresponding payout pending resolution of the dispute; (b) if we have already paid you, reverse or offset the corresponding amount against future payouts, or otherwise recover it as described in Section 7.19; and (c) recover from you any amounts we are required to refund, together with any chargeback-related fees charged by the Payment Provider, where the dispute is resolved in favor of the Buyer User. We will notify you of any such chargeback and give you a reasonable opportunity to provide supporting information before taking any of the actions above, except where immediate action is required by Applicable Law or by payment network rules.

7.19 Recovering Amounts You Owe Us

If you owe us any amount under these Secondary Terms (for example, because of a refund we issue to a Buyer User, a chargeback or reversal, or an incorrect or duplicate payment to you), we may recover it, to the maximum extent permitted by Applicable Law, by: (a) reversing or reducing the corresponding transfer or payout; (b) offsetting it against amounts we owe you now or in the future; and/or (c) any other lawful means, including recovering it from you as a debt. Where your Payout Account balance is negative, the Payment Provider may also debit your Payout Account or linked bank account to cover it.

7.20 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 Resale Service and process the transaction. If Applicable Law requires a refund of any fees, we will comply with such requirements.

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. 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 Resale Service 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, relocated or materially modified, the Payout Date applicable to your sale will automatically be adjusted to reflect the new Event date, and payment to you will be made on or around such adjusted Payout Date, in accordance with Section 7 and the timelines communicated to you at the time of listing.

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), we may, in

our reasonable discretion and consistent with Applicable Law and applicable event policies, elect either of the following:

- - (i) Refund window. We may offer Buyer Users a period during which they may request a refund of the amounts they paid. During this period, your payment will remain on hold. 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 on or around the adjusted Payout Date, or, if later, within a reasonable time following expiration of the refund period; or
 - (ii) Treatment as cancellation. We may treat the Event as canceled for payment purposes, in which case the sale will be canceled and you will not receive payment as a Seller User, in accordance with the rules described below for Canceled Events.

In all cases, payments to Seller Users in connection with a rescheduled, relocated or modified Event will not be released before the rescheduled or modified Event has taken place, except where required by Applicable Law.

- Canceled Events.

If an Event is officially canceled and not rescheduled, your sale through the Secondary Resale Service 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 Resale Service, 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 Repayment of Incorrect Payments

If you receive an incorrect payment for any reason, you are obligated to promptly repay the full amount paid in error. We may recover such amounts as described in Section 7.19, to the maximum extent permitted by Applicable Law.

8.5 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.

9. TERMS APPLICABLE TO BUYER USERS

9.1 How Purchasing Works

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

1. Browse tickets available in the Secondary Resale Service 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 Resale Service. 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 Resale Service are anonymous as between Buyer Users and Seller Users. We do not disclose your identity or share your personal or payment information with the Seller User. Identity verification and payment processing take place between you and us and the Payment Provider, not with the Seller User. This does not limit our ability to disclose information where required by Applicable Law or as necessary to process payments, in accordance with the Privacy Policy.

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 Resale Service within the Platform for alternative options.

11. TICKET AVAILABILITY AND PURCHASE LIMITS

11.1 Market Dynamics

Availability of tickets in the Secondary Resale Service 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 Resale Service may be subject to additional restrictions imposed by the venue, the Event organizer, the Company 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 Resale Service are set by Seller Users, not by us (except for fees we charge for use of the Secondary Resale Service).

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 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 Resale Service 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 accordance with federal and state all-in-pricing rules applicable to ticket resale (for example, the Federal Trade Commission's Rule on Unfair or Deceptive Fees and equivalent state-level requirements).

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 are required by Applicable Law to collect and remit such taxes.

In some cases, we 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 Resale Service 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 Resale Service 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 Resale Service, you authorize us and/or the Payment Provider 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 Resale Service 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 How Refunds Are Paid

Where you are entitled to a refund under these Secondary Terms, we will refund you to the original payment method you used for the purchase. If a refund to that method fails or is not possible, we may contact you (for example, by email) to request bank account details so that we can refund you by bank transfer. We will use any such details only to pay your refund. We will process refunds within a reasonable period after they are due, and within any period required by Applicable Law.

13.8 Identity Verification, KYC and Sanctions Screening (Buyers)

13.8.1 Verification. 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 Buyer User, to complete identity verification and "know your customer" ("KYC") checks before approving or processing your payment, allowing you to continue to make purchases after your activity reaches certain thresholds or triggers additional review, and/or processing any refund related to a transaction. We may use one or more third-party verification and payment service providers for these purposes (including the Payment Provider), and you authorize us to share your information with them and to rely on their information, decisions and risk assessments, in accordance with the Privacy Policy and Applicable Law.

13.8.2 Sanctions and Prohibited Persons. By using the Secondary Resale Service 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 Resale Service, or any tickets purchased through it, for any unlawful purpose, including money laundering, terrorist financing or other illegal activities.

13.8.3 Consequences of Non-Compliance or Failed Verification. If you do not complete identity verification or provide the requested information 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, we may, to the maximum extent permitted by Applicable Law: (i) decline or cancel your purchase; (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 Resale Service.

13.9 Before Initiating a Chargeback

If you experience an issue with a purchase (for example, non-delivery, a canceled Event, an invalid ticket, or denied admission for a reason described in Section 16.3), we may be able to resolve the matter directly and often more quickly than your card issuer, including by processing a refund under these Secondary Terms. We encourage you to contact us before initiating a chargeback, reversal, or payment dispute so that we can investigate and, where appropriate, provide the applicable remedy. Initiating a chargeback in circumstances where we have already offered or processed the applicable remedy under these Secondary Terms, or in bad faith, may result in cancellation of the related tickets,

suspension or termination of your account, and denial of future purchases. Nothing in this Section limits any rights you may have under Applicable Law or under the rules of the Payment Provider.

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 Resale Service 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, to the extent not inconsistent with Applicable Law, 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 Resale Service. 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, to the extent not inconsistent with Applicable Law, applicable event policies, to a refund of the price you paid for the ticket in the Secondary Resale Service. In several US jurisdictions, full refunds for canceled events are required by statute; where this applies, the refund will be provided in accordance with the applicable law.

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 Resale Service is invalid, counterfeit, has been canceled 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 Resale Service. If Applicable Law requires the refund of certain fees, we will comply with such requirements.

17. DISCLAIMER OF WARRANTIES

Except for the express authenticity guarantee in Section 2.2, and except for any warranty that cannot be excluded or limited under Applicable Law, the Secondary Resale Service and all related features, content and materials **are provided "as is" and "as available", without warranties of any kind, whether express, implied or statutory.**

To the maximum extent permitted by Applicable Law, we and the Company, and our and their respective affiliates, suppliers and service providers (including our payment, verification and distribution partners), **disclaim all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement**, and any warranties arising out of course of dealing or usage of trade.

Without limiting the foregoing, and except as expressly stated in these Secondary Terms, we do not warrant that: (a) the Secondary Resale Service will be uninterrupted, timely, secure or error-free; (b) any ticket will be listed, sold or purchased within any particular time or at any particular price; (c) any defects will be corrected; or (d) the Secondary Resale Service, or the servers or networks that make it available, are free of harmful components. We are not responsible for the acts or omissions of Event organizers or venues, including any Event that is canceled, rescheduled, relocated or materially changed, or any denial of admission for reasons not caused by our failure to deliver a valid ticket in accordance with these Secondary Terms.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In that case, such warranties are limited to the greatest extent, and for the shortest duration, permitted by Applicable Law, and nothing in these Secondary Terms affects any non-waivable statutory rights you may have.

18. LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY. IT LIMITS OUR LIABILITY TO YOU.

18.1 Exclusion of Certain Damages

To the maximum extent permitted by Applicable Law, **in no event will menta, the Company, or our or their respective affiliates, officers, directors, employees, agents, licensors, suppliers or service providers (including the Payment Provider and our distribution partners) (together, the "Protected Parties") be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, business, data or goodwill, or for the cost of substitute goods or services (including replacement tickets or any travel, lodging or related expenses), arising out of or relating to these Secondary Terms, the Secondary Resale Service, any ticket or any Event**, whether based on warranty, contract, tort (including negligence), strict liability, statute or any other legal theory, and whether or not the Protected Parties have been advised of the possibility of such damages, and even if a limited remedy fails of its essential purpose.

18.2 Aggregate Liability Cap

To the maximum extent permitted by Applicable Law, **the total aggregate liability of the Protected Parties for all claims arising out of or relating to these Secondary Terms or the Secondary Resale Service will not exceed the greater of (a) the total amount you paid or received through the Secondary Resale Service in connection with the transaction or transactions giving rise to the claim, and (b) one hundred US dollars (US\$100)**. This cap applies in the aggregate, regardless of the number or type of claims or the theory of liability.

18.3 Core Payment Obligations Preserved

Nothing in this Section 18 limits or excludes our obligation to pay a refund to a Buyer User, or a payout to a Seller User, that is expressly due under these Secondary Terms and Applicable Law.

18.4 Exceptions

Nothing in these Secondary Terms excludes or limits any liability that cannot be excluded or limited under Applicable Law, including, where applicable, liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited. Where Applicable Law does not allow the exclusion or limitation of certain damages, the exclusions and limitations in this Section 18 apply only to the extent permitted, and nothing in these Secondary Terms affects any non-waivable statutory rights you have as a consumer.

18.5 Allocation of Risk; Acknowledgment

The disclaimers in Section 17 and the limitations in this Section 18 are a fundamental basis of the agreement between you and us, reflect a reasonable allocation of risk given the nature of the Secondary Resale Service and the fees charged, and will apply even if any limited remedy is found to have failed of its essential purpose. You acknowledge that we would not provide the Secondary Resale Service on the same terms without these disclaimers and limitations.

19. INDEMNIFICATION

19.1 Your Indemnity

To the maximum extent permitted by Applicable Law, you agree to indemnify, defend and hold harmless menta, the Company, and our and their respective affiliates, officers, directors, employees and agents from and against any claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Secondary Terms or of any representation or warranty you make in them; (b) your misuse of the Secondary Resale Service; (c) your violation of any Applicable Law (including any Ticket Resale Laws) or of the rights of any third party in connection with your use of the Secondary Resale Service; or (d) any transaction you enter into through the Secondary Resale Service. This Section 19 is in addition to, and does not limit, the seller-specific indemnity in Section 3.8.

19.2 Indemnification Procedure

We will use reasonable efforts to notify you of any claim subject to indemnification. We may assume the exclusive defense and control of any matter subject to indemnification by you, at your expense, in which case you agree to cooperate with our defense of the claim. You will not settle any such claim in a way that imposes any obligation or liability on us without our prior written consent.

20. SUSPENSION AND TERMINATION

20.1 By You

You may stop using the Secondary Resale Service at any time. Any transactions already completed, and any payment, refund, chargeback, tax-reporting and recovery obligations that have accrued, will continue to apply.

20.2 By Us

To the maximum extent permitted by Applicable Law, we may suspend, restrict or terminate your access to the Secondary Resale Service, or cancel listings or transactions, with or without notice, if: (a) we reasonably believe you have breached these Secondary Terms, the Primary Terms or Applicable Law; (b) we are required to do so by Applicable Law, a court, a regulator, a payment network, or our payment or verification providers; (c) we detect or reasonably suspect fraud, abuse, or a security or risk concern; or (d) it is necessary to protect the Secondary Resale Service, other users, or any third party. Where reasonably practicable and permitted, we will give you notice.

20.3 Effect

On suspension or termination, your right to use the Secondary Resale Service stops. Suspension or termination does not relieve you of any obligations accrued before it, and does not, by itself, entitle you to any refund except as expressly provided in these Secondary Terms or required by Applicable Law. The provisions identified in Section 22.14 (Survival) will continue to apply.

20.4 Changes to and Availability of the Service

We may modify, update, suspend or discontinue the Secondary Resale Service, or any feature of it, in whole or in part, at any time, with or without notice, to the maximum extent permitted by Applicable Law. We are not liable to you for any modification, suspension or discontinuation of the Secondary Resale Service, except for amounts (such as refunds or payouts) that are expressly due to you under these Secondary Terms. We do not guarantee that the Secondary Resale Service, or any Event or ticket, will be available at any particular time.

21. CHANGES TO THESE SECONDARY TERMS

21.1 How We Make Changes

We may update these Secondary Terms from time to time, for example to reflect changes in our services, our payment or distribution arrangements, or Applicable Law. If we make changes, we will update the "Last updated" date at the top of these Secondary Terms and, where the changes are material, provide reasonable notice through the Platform or by other reasonable means before they take effect, to the extent required by Applicable Law.

21.2 Your Acceptance of Changes

Changes will not apply retroactively to transactions completed before the changes take effect. Your continued use of the Secondary Resale Service after the changes take effect constitutes your acceptance of the updated Secondary Terms. If you do not agree to the updated Secondary Terms, you must stop using the Secondary Resale Service. Any change to the Arbitration Agreement in Section 22.3 is subject to the notice and opt-out provisions of that Section.

22. GENERAL PROVISIONS

22.1 Relationship to Primary Terms

These Secondary Terms form part of, and should be interpreted together with, the Primary Terms and the Privacy Policy. To the extent a matter is not addressed in these Secondary Terms, the provisions of the Primary Terms apply to your use of the Platform. However, the payment, payout, tax, warranty-disclaimer, limitation-of-liability, indemnification, governing-law and dispute-resolution provisions of these Secondary Terms govern transactions carried out through the Secondary Resale Service, and prevail over any inconsistent provisions of the Primary Terms with respect to those transactions, in each case subject to Applicable Law and to any non-waivable rights you may have.

22.2 Governing Law and Venue

These Secondary Terms, and any Dispute (as defined below), are governed by the laws of the State of Florida, without regard to its conflict-of-laws rules, except (i) as provided in the Arbitration Agreement in Section 22.3 and (ii) that nothing in these Secondary Terms limits any non-waivable consumer-protection rights available to you under the laws of your home state. Subject to the Arbitration Agreement in Section 22.3, the state and federal courts located in Miami-Dade County, Florida will have exclusive jurisdiction over any Dispute that is not subject to arbitration, and you and we consent to the personal jurisdiction of those courts. To the extent any Dispute proceeds in court rather than in arbitration (for example, a small-claims matter, or if you opt out under Section 22.3), you and we each waive any right to a trial by jury, to the maximum extent permitted by Applicable Law.

22.3 Arbitration Agreement and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU AND US TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION INSTEAD OF IN COURT, AND IT WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, UNLESS YOU OPT OUT WITHIN 30 DAYS AS DESCRIBED IN PARAGRAPH (I).

(a) Scope; Federal Arbitration Act. This Section 22.3 applies to any dispute, claim or controversy, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to these Secondary Terms, the Secondary Resale Service, any ticket or Event transacted through it, our communications or marketing, or the relationship between you and us (a "Dispute"). You and we agree that these Secondary Terms evidence a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"), governs the interpretation and enforcement of this Section 22.3. This Section 22.3 is mutual: it applies to Disputes brought by you and to Disputes brought by us.

(b) Exceptions. This Section 22.3 does not require arbitration of: (i) an individual claim brought in a small-claims court of competent jurisdiction, so long as it remains an individual claim in that court; or (ii) a request for injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of intellectual property rights, or unauthorized access to the Secondary Resale Service. Seeking or obtaining such relief does not waive the right to arbitrate any other Dispute.

(c) Informal Resolution First. Before commencing an arbitration, the complaining party must give the other a written Notice of Dispute and allow thirty (30) days to resolve it. Your Notice of Dispute must be sent to legal@mentatech.io (or the address in Section 22.12) and must include your name, the email address associated with your account, a description of the Dispute, and the specific relief you seek. Our Notice of Dispute will be sent to the email address associated with your account. If the Dispute is not resolved within thirty (30) days, either party may begin arbitration. This informal-resolution requirement is a condition precedent to starting arbitration, any applicable limitations period is tolled while it is pending, and a court has authority to enjoin the filing or prosecution of an arbitration for failure to comply with this paragraph.

(d) Delegation. The arbitrator, and not any court, has exclusive authority to resolve any dispute about the interpretation, applicability, enforceability or formation of this Section 22.3, including any claim that all or part of it is void or voidable, except that (i) a court, and not the arbitrator, has exclusive authority to decide the enforceability of the Class Action Waiver in paragraph (f) and the Mass or Coordinated Filings provisions in paragraph (g), and (ii) the exceptions in paragraph (b) are for a court to decide.

(e) Arbitration Administrator and Rules. The arbitration will be conducted by a single, neutral arbitrator and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules"), as modified by this Section 22.3. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Section 22.3, it will be administered by JAMS under its applicable consumer rules. If both the AAA and JAMS are unavailable or unwilling to administer it consistent with this Section 22.3, the parties will select a mutually agreeable administrator and rules, and if they cannot agree, a court of competent jurisdiction will appoint an arbitrator under Section 5 of the FAA and the arbitration will proceed before that arbitrator under this Section 22.3 and, so far as they can be applied, the AAA Rules. If there is any conflict between the applicable rules and this Section 22.3, this Section 22.3 controls to the extent permitted by Applicable Law.

(f) Class Action Waiver. To the maximum extent permitted by Applicable Law, you and we each agree that any Dispute will be brought and resolved only on an individual basis, and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general or other representative proceeding. The arbitrator may not consolidate or join the claims of more than one person, and may not preside over any class, collective or representative proceeding; class arbitration is not permitted. The Class Action Waiver in this paragraph is a material and non-severable part of this Section 22.3: if it is found unenforceable as to a particular Dispute or claim, then this Section 22.3 will not apply to that Dispute or claim (only), which will instead proceed in court in accordance with Section 22.2, and in no event will any class, collective or representative claim be arbitrated.

(g) Mass or Coordinated Filings. If, at any time, twenty-five (25) or more Notices of Dispute or arbitration demands raising similar Disputes are submitted by or with the assistance or coordination of the same or coordinated counsel or entities, the demands will be administered in sequential batches of up to fifty (50) at a time. Counsel for the claimants and counsel for us will each select up to twenty-five (25) demands per batch to proceed first, and only that batch will proceed while the remaining demands, and any

applicable limitations periods, are stayed and tolled. After a batch is resolved, the parties will promptly engage in a single mediation of the remaining demands, and any demands not resolved will proceed in further batches on the same basis until all are resolved. A single arbitrator will preside over each batch, and filing and arbitrator fees are assessed per batch rather than per individual demand. This paragraph is intended to promote the efficient and fair resolution of large numbers of similar Disputes; a court, and not the arbitrator, will decide any dispute about its enforceability, and if it is found unenforceable the remainder of this Section 22.3 will continue to apply.

(h) Arbitration Fees and Costs. Payment of filing, administration and arbitrator fees is governed by the applicable rules, except that, for any individual Dispute in which you are the claimant, we will pay (or reimburse) the portion of those fees that exceeds the amount you would have paid to file the same claim in the state or federal court where you reside. Each party is otherwise responsible for its own attorneys' fees and costs, except that the arbitrator may award attorneys' fees and costs to the extent authorized by Applicable Law or the applicable rules. This paragraph does not require us to pay a claimant's fees for any Dispute the arbitrator determines was frivolous or brought for an improper purpose, as measured by the standard of Federal Rule of Civil Procedure 11.

(i) Location and Conduct of Hearings. Unless the parties agree otherwise, any in-person hearing will take place in the US county or district where you reside or, at your election, in Miami-Dade County, Florida; and the arbitrator may determine that some or all of the arbitration will be conducted by written submissions, telephone or video conference. The arbitrator will issue a reasoned written award.

(j) Remedies; Authority of the Arbitrator. The arbitrator may award, on an individual basis, any relief that a court could award under Applicable Law on an individual basis, including statutory damages and, where authorized by law, injunctive relief and attorneys' fees, but may not award relief on a class, collective or representative basis. The arbitrator's award is final and binding, and judgment on it may be entered in any court of competent jurisdiction.

(k) Confidentiality. To the extent permitted by Applicable Law, the parties will keep confidential the existence, content and results of any arbitration, except as necessary to prepare for or conduct the arbitration, to enforce or challenge an award, as required by Applicable Law, or to protect a legal right. Nothing in this Section 22.3 prevents you from reporting concerns to, filing a charge with, or cooperating with any government agency or regulator.

(l) Your Right to Opt Out. You may opt out of this Section 22.3 (including the Class Action Waiver) by sending written notice to us at legal@mentatech.io (or the address in Section 22.12) within thirty (30) days after you first accept these Secondary Terms (or, if this Section 22.3 is later materially amended, within thirty (30) days after the amendment takes effect, but only as to that amendment). Your notice must include your name and enough information to identify your account, and must clearly state that you are opting out of arbitration. If you opt out, neither you nor we will be bound by this Section 22.3, the remainder of these Secondary Terms will continue to apply, and opting out will have no other effect on your relationship with us.

(m) Survival. This Section 22.3 survives termination of these Secondary Terms and the closure of your account.

(n) Severability. Except as provided in paragraphs (f) and (g), if any part of this Section 22.3 is found invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.

(o) Conflict with Primary Terms. If the Primary Terms contain an arbitration agreement or class-action waiver, this Section 22.3 governs any Dispute arising under these Secondary Terms, and, in the event of any conflict, the provision more protective of your statutory rights prevails.

22.4 Entire Agreement

These Secondary Terms, together with the Primary Terms, the Privacy Policy and any terms expressly incorporated by reference or presented to you at the time of a transaction, constitute the entire agreement between you and us regarding the Secondary Resale Service, and supersede any prior or contemporaneous agreements, communications or understandings on that subject. To the extent these Secondary Terms conflict with the Primary Terms with respect to transactions through the Secondary Resale Service, Section 22.1 governs.

22.5 Severability

If any provision of these Secondary Terms is held to be invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. The severability rule specific to the Arbitration Agreement is set out in Section 22.3(n).

22.6 No Waiver

Our failure to enforce any provision of these Secondary Terms will not be a waiver of that provision or of our right to enforce it later. Any waiver must be in writing to be effective.

22.7 Assignment

You may not assign or transfer these Secondary Terms, or any of your rights or obligations under them, without our prior written consent, and any attempted assignment in violation of this Section is void. We may assign or transfer these Secondary Terms, in whole or in part, to an affiliate or in connection with a merger, acquisition, reorganization, financing or sale of assets, or by operation of law, without your consent. These Secondary Terms are binding on, and inure to the benefit of, the parties and their permitted successors and assigns.

22.8 No Agency or Partnership

Nothing in these Secondary Terms creates any partnership, joint venture, employment or agency relationship between you and us. Except as expressly stated (including our role as operator of the Secondary Resale Service and merchant of record for payments), neither party has authority to bind the other.

22.9 Third-Party Beneficiaries

The Company is an intended third-party beneficiary of these Secondary Terms and may enforce the provisions that benefit it. Our payment, verification and distribution partners are intended third-party beneficiaries of the provisions that relate to them (including the disclaimers and limitations of liability). Except as stated in this Section, these Secondary Terms do not create any third-party beneficiary rights.

22.10 Force Majeure

We will not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, government action, labor disputes, acts or omissions of Event organizers or venues, power or internet outages, or failures of third-party service providers, in each case to the maximum extent permitted by Applicable Law.

22.11 Electronic Communications and Consent

By using the Secondary Resale Service, you consent to receive communications from us electronically, including by email, by text message (where you have provided a mobile number) and through notices posted within the Platform, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing, to the maximum extent permitted by Applicable Law. You may withdraw this consent as described in the Privacy Policy or by contacting us, but doing so may prevent you from using some or all of the Secondary Resale Service.

22.12 Notices

We may provide notices to you by email to the address associated with your account, by text message, or through the Platform. You may provide notices to us at Menta Tickets Corp., 5200 Waterford District Dr, Ste 120, Miami, FL 33126, USA, Attn: Legal, or by email to legal@mentatech.io, except that notices relating to disputes and arbitration must be sent as described in Section 22.3. Electronic notices are deemed given when sent, except as otherwise required by Applicable Law.

22.13 Headings and Interpretation

Headings are for convenience only and do not affect interpretation. The words "including" and "for example" are illustrative and not limiting. References to "Sections" are to sections of these Secondary Terms unless stated otherwise. If there is any conflict between these Secondary Terms and a translated version, the English version controls to the maximum extent permitted by Applicable Law.

22.14 Survival

The following provisions, and any other provision which by its nature is intended to survive, will remain in effect after suspension or termination of your access to the Secondary Resale Service or to the Platform: Section 3.2 (Seller Eligibility Representations); Section 3.8 (Seller Indemnity); Sections 7.12, 7.14, 7.17, 7.18, 7.19 and 8.4 (relating to incorrect payments, unclaimed funds, taxes and information reporting,

chargebacks, and recovery and repayment of amounts); Section 17 (Disclaimer of Warranties); Section 18 (Limitation of Liability); Section 19 (Indemnification); and this Section 22 (including the Governing Law, Arbitration Agreement and Class Action Waiver, and General Provisions).