

General Terms and Conditions of Use Seaters

Effective Date: January 25, 2017

1 General Terms and Conditions

1.1 The following terms represent an agreement between you and Seaters, which shall mean Seaters Inc. or one of its affiliates or subsidiaries (e.g. SmartSeats Europe Ltd., Seaters Belgium BVBA) (collectively "**Seaters**"). By accessing or using our website (the "**Site**"), our SDK, our mobile applications and any of our services (collectively with the Site, the "**Services**"), you agree to be bound by these General Terms and Conditions of Use (the "**Agreement**"). Our Privacy Policy (<https://www.seaters.com/terms/privacy>) and all other policies applicable to your use of the Site are incorporated by reference into this Agreement (collectively, the "**Additional Policies**"). We may periodically make changes to this Agreement (indicated by the date above), which will be posted on the Site and become effective fifteen (15) days following posting for current users, or immediately for new users. Continued use of our Services indicates your acceptance of the changes to this Agreement.

1.2 Seaters is in no way affiliated with any venue, promoter, team, league or organizing group and is not associated with any official organizer of the events for which it list or otherwise provides tickets.

2 Eligibility

2.1 The Service is not available to persons under the age of 18 years. By your use of our Services, you represent and warrant that you are at least 18 years of age.

3 Use of Seaters

3.1 You are prohibited from using software or other expedients (technical or otherwise) to monitor or copy the Services (or any part thereof), including any software or the content thereof, to disrupt, interrupt or impair the operation of the Services (by way of computer viruses for instance), or to deliberately overload the Services or to disrupt the efficacy or functionality thereof. You are also prohibited from uploading or sending in any other way material which is slanderous, insulting or obscene in nature, which may cause aggravation or inconvenience, which is unnecessarily offensive, or which breaches the rights of others.

3.2 You further acknowledge and agree that you shall not: (a) use the Services to violate any venue or event promoter rules at events or violate any applicable third party terms of service; (b) use the Services if unable to form legally binding contracts; (c) use the Services for unlawful purposes or in an unlawful manner; (d) copy, reproduce, reverse engineer, modify, decompile, disassemble or otherwise attempt to derive source code from, create derivative works from, distribute, or publicly display any content (except for your information) or software from the Services without our prior express written permission and the appropriate third party, as applicable; (e) use any robot, spider,

scraper, or other automated means to access the Services for any purpose without our express written permission; (f) take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services; (g) bypass any measures we may use to prevent or restrict access to the Services; or (h) anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts the Services or Seaters.

4 Seaters Account

4.1 You may use the Services without creating an account, provided that certain areas and functions of the Services are only accessible to or usable by registered users. In order to purchase, acquire or sell tickets however, you are required to create an account. In doing so, you must supply full and accurate details. It is your responsibility to keep your account information (e.g., login and password) confidential. You may not share your account with any other person or access an account that is not yours.

4.2 You are responsible for all and any activities that occur through the use of your account. You must immediately notify Seaters at helpdesk@seaters.com when you become aware of or suspect any unauthorized use of your account or account information. You shall remain liable for activity under your account prior to your notification to us of such unauthorized access and the suspension of your account.

4.3 You are responsible and liable for all messages, texts, or photographs to a Fan Group (a group managed by the Offeror (as defined hereinafter) of an event and contains information and discussions related to such event, sent by you or through your account. We do not conduct checks or monitor any such content. If it is brought to Seaters' attention that the content of such content is insulting, racist, or defamatory or that they contain any other kind of harmful or unlawful content, it shall be within our own rights to immediately block and/or remove such content.

5 User Breach of this Agreement

5.1 We may investigate suspected violations of this Agreement or other improper conduct from your use of the Services. You agree to cooperate with any such investigation. We may take any action that we deem appropriate in our sole discretion for any actual or suspected violation of this Agreement or applicable law or if we are unable to verify or authenticate the information you provided, or if we determine that you have abused this Agreement. These actions may include, but are not limited to: temporarily or permanently suspending you from using or accessing our Services, cancelling a transaction, withholding amounts due to you, or charging the payment method on file for amounts you owe. Cost we incur due to your misconduct (including, without limitation, any costs associated with collection of delinquent accounts and any replacement costs). We reserve the right to report any activity that we believe to be illegal and respond to all inquiries initiated by governmental agencies or as otherwise legally required.

5.2 We reserve the right to take any action without prior notice as we deem appropriate in our sole discretion including, but not limited to, cancelling orders, issuing a warning, suspending or terminating service, denying access, cancelling transactions, refusing to honor pending or future transactions, remove material, or exercise any other remedy available to us (including civil, criminal or injunctive redress) if we believe, in our sole discretion, that you: (a) fail or refuse to cooperate with us with respect to any investigation; (b) have engaged in any illegal, unlawful or fraudulent act or otherwise violated this Agreement or applicable law; or (c) have provided information that we, Offeror, or our third parties are unable to authenticate or verify. We reserve the right to report to appropriate law enforcement authorities or other relevant third parties any activity that we believe, in our sole discretion, may in any way violate any local, state, federal or international law. You are not entitled to a refund of any fees paid in the event we cancel or refuse to honor your order or Tickets in accordance with this provision.

5.3 You agree that: (a) monetary damages may not provide a sufficient remedy to us for violations of this Agreement; (b) monetary damages for such injuries are difficult to ascertain; (c) proof of monetary damages for abusive use would be costly and difficult to calculate; and, (d) you consent to injunctive or other equitable relief for such violations.

6 Seaters Wish List; Additional Terms; Pricing; & Payment

6.1 Wish List.

6.1.1 You will be notified via the Services of tickets that have become available for specific events (sports, cultural and other) and that are offered up in a public or private Wish List through the Seaters platform ("**Seats**"). To qualify for such Seats, You may subsequently sign up to a Wish List ("**Wish List**"). Seaters is not responsible, as it neither organizes the events concerned itself, nor does it own the Seats put up for sale. Seaters merely acts as a service provider – an intermediary for account of the offeror of the Seat (e.g. the event organiser, a sponsor, a team or other group, or a (season) ticket holder to an event (or series of events) collectively, "**Offeror(s)**"). Seaters administers the offering of available Seats and, acting as an intermediary, facilitates the formation of agreements between Users and Offerors of Seats. Seaters does not act as a reseller and shall receive payments for Seats, with the exception of Service Fees, as defined hereinafter, only in an intermediary capacity for account of the Offerors of Seats.

6.2 Public Wish List or Private Wish List

6.2.1 Through the Public Wish List, Offerors shall make Seats available to all possibly interested purchasers of Seats.

6.2.2 Through the Private Wish List, Offerors shall make Seats available, and subsequently invite only a specific group of individuals to sign up for a Private Wish List.

6.3 Pricing Details and Additional Seat Terms

6.3.1 We reserve the right, in our sole discretion, to charge service, shipping, delivery, fulfilment or other fees for using the Services (collectively, “**Service Fees**”) and we may change the Services Fees at any time as we deem appropriate. In some cases, the Offeror may cover the cost of the Service Fees or charge additional fees in addition to the Service Fees accessed by us.

6.3.2 In addition to the above, where applicable, you are solely responsible for the payment of any applicable taxes for the Seats.

6.3.3 The price of the Seat and any Service Fees, the name, location and start time of the event, and the ticket category (e.g. seat, standing space, etc.) shall be clearly specified at all times.

6.3.4 You agree to abide by all rules and policies of the event organizer, Offeror, and anyone else responsible for putting on the event. Should you and/or the person using the Seats fail to abide by those rules and policies, you shall be subject to all applicable fines and legal or other expenses associated therewith. Further, should any violation result in the loss of the Offeror’s Seat rights or right to use any other Seats at that venue, or the right to purchase other Seats from that venue, you acknowledge and agree that you shall be held liable for all reasonable costs, expenses and losses associated with said loss including, but not limited to, all direct, indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits.

6.3.5 Some venues and events enforce age restrictions (e.g., 21 and over). It is your responsibility to determine such restrictions prior to purchase. We will not be liable for refusal of admittance based on this type of restriction.

6.4 Probability

6.4.1 As early as the time of signing up to a specific Wish List, Seaters will inform you – in the form of a percentage – of the probability (the “**Likelihood Indicator**”) that you will actually secure a Seat. This percentage is provided strictly by way of general guidance and does not in any way constitute a commitment on the part of Seaters.

6.5 Purchase

6.5.1 Preauthorisation: For certain Seats Seaters may ask for preauthorisation. When Seaters asks for preauthorisation the following applies: as soon as the User signs up to a Wish List for a specific paying Seat, he undertakes to purchase the Seat specified, subject to the condition precedent that this Seat shall ultimately become available at the total price as specified and payable. By entering all (full and accurate) payment details when signing up to the Wish List, the User undertakes to transact payment, subject to the aforesaid condition precedent, whilst also guaranteeing that his account holds sufficient funds to make such payment. The relevant amount shall not yet be deducted from his account at such point in time. As soon as the Seat becomes available for which the User has signed up to the Wish List, he shall be notified thereof by Seaters. Before the time when such notification is sent out, the User shall still be able to unsubscribe from the Wish List. Once this notification has been sent out, the User shall no longer be able to unsubscribe from the Wish List. At this point in time, the condition precedent will have been met, with a direct sale being formed between the User and the

Offeror. At this point in time, the payment shall be automatically processed, drawing on the payment details entered by the User ahead of time. Further to due receipt of the confirmation of the processing of the payment by the payment service provider and/or the issuer of the credit and/or debit card used, the Seat shall be assigned.

6.5.2 Confirmation requirement for Seats: "Seaters RSVP": If a User signs up to a Wish List for a specific Seat, as soon as this Seat becomes available, he shall be notified thereof by Seaters. Upon receipt of this notification (hereinafter referred to as "**the Seaters RSVP**") Seaters may ask for a confirmation of the User, within a certain space of time, specified in the Seaters RSVP, that he wishes to purchase/receive the said Seat in question. If the User fails to confirm that he wishes to receive the Seat in question within the space of time specified in the Seaters RSVP, the offer for him to receive the Seat shall be forfeited, with the User losing his place in the Wish List.

6.5.3 All payments shall be transacted either through the agency of a payment service provider, or through the use of a specific payment service (e.g., Braintree) and subject to such provider's terms, or be made by debit or credit card in accordance with the terms associated with such applicable Seats.

6.5.4 Confirming your Seat order does not complete the transaction. Each order will be subject to acceptance and notification to you by the respective Offeror. At that point, your credit or debit card or other method of payment previously provided by you will be charged. Upon confirmation of the processing of the payment by the payment service provider and/or the issuer of the credit and/or debit card used, the Seat shall be assigned and you will be issued a ticket for the Seat, which such ticket shall also serve as your confirmation of sale ("**Ticket**").

6.5.5 The total price for the Ticket, which includes the Seat price, plus any Service Fees and any other applicable fees in which you are required to pay for the Seat (the "**Price**") may differ from the original price specified for that Seat, depending on the discounts or Service Fees charges that apply.

6.6 Payment and rates

6.6.1 All transactions and sales are final. A full refund of the Price, excluding Service fees and delivery fees, if applicable, will be given for canceled events. You are responsible for all Service Fees and delivery fees. To qualify for a refund, you may be required to return your Tickets to us, or comply with such other instructions from us offering you the opportunity to receive a refund of your Tickets. Postponed or rescheduled events will not be refunded. We, in our sole discretion, will determine when an event is canceled.

6.6.2 Event date, times, venue and subject matter may change. We are not always notified if an event is postponed, rescheduled or canceled. It is your responsibility to monitor the event and to confirm any changes to the event with the entity putting on the event. In certain instances, an Offeror, venue, promoter, or any entity putting on the event may require that you relocate your seat. We cannot

be held responsible for any such change and will not be obligated to provide a refund or any other compensation.

6.6.3 Seaters reserves the right to modify or update from time to time all rates that govern the use of the Services tendered via Seaters. However, these changes shall not impact pre-existing bookings.

6.6.4 In addition to the Price, and any applicable Service Fees, we may collect fees owed using a collection agency or other collection mechanism and you may be charged fees associated with collecting the delinquent payments.

6.6.5 We reserve the right to request and obtain additional required documents from you in order to complete the order process. This includes, but is not limited to, credit card authorizations, signature releases, forms of payment or required deposits, transactional agreements, or various waivers or indemnifications. If any of the aforementioned documents are not returned within a specified time manner or is incomplete, the order is subject to cancelation and you will be refunded in full.

7 Delivery; Seat Assignment

7.1 Tickets are generally delivered by the method and timeframe designated on our Services. However, in all cases, delivery of the Tickets is subject to the Offeror and may be made available directly via the Offeror. Tickets may be delivered, in our sole discretion or at the discretion of the Offeror, via the Will Call at the venue box office, email, mobile app, courier, nationally recognized carrier, or made available via some other pick up location outside the venue as designated by Offeror or us. In some cases, delivery may first require additional verification or be subject to delays on behalf of the Offeror. It is your sole responsibility to contact us if you do not receive tickets within 48 hours of the event. Failure to contact Seaters at least one (1) business day prior to the event with respect to undelivered Tickets may disqualify you from receiving a refund for any Ticket you may claim was not delivered, unless failure to provide notice is waived by us, in our sole discretion. Photo ID may be required to accept delivery.

7.2 Specific seat location assignment is confirmed via the issued Ticket, which may require redemption at the event for specific location. Seat Assignment may be a specific seat at a location, an area within the event, or a general admission Ticket. The exact seat location assignment is subject to the discretion of the Offeror, including but not limited to the time the Ticket is redeemed at the event or upon the issuance of the Ticket, whether via print or electronic means.

7.3 You acknowledge and agree that you remain responsible for protecting and securing your Ticket(s). Seaters is not responsible for lost, stolen, damaged or destroyed Tickets.

8 Seat Availability

8.1 We cannot guarantee Seat availability until the Ticket has been issued to you. Generally, all Seat listings refer to a specific or unique set of Seats, provided that some listings may be for general access or general admission, unreserved Seats. Some listings may only be representations of available Seats and not actual Seat locations or currently available Seats. Occasionally Seats ordered

may no longer be available at the price or in the quantity originally ordered at the time the order is received. If no alternates are available, either your credit card will not be charged or the entire amount will be refunded, and you will be notified that the Seat request has been rejected.

9 Links to / from third party websites

9.1 We have not reviewed, and cannot review, all of the material, including any user content made available through Seaters, the Fan Groups, or any other services, websites, webpages and applications to which such user content or the Services link to, or that link to the Services or a Fan Group ("**Third Party Sites**"). We do not have any control over those Third Party Sites, do not recommend or endorse them, and are not responsible for their contents or their use. We have no responsibility for or control over such privacy or security practices or any Third Party Site's collection, storage, use or disclosure of information from any user. You should read and are responsible for abiding by the privacy policies, use or service agreements or terms of use, and any other policies of Third Party Sites.

10 Intellectual property rights

10.1 The Services, including all site software, applications, databases, trademarks, logos, service marks, proprietary information and materials (and any intellectual property and other rights relating thereto) ("**Seaters Property**") is owned by Seaters and remains our property. You acknowledge and agree that you do not acquire any ownership rights in any Seaters Property by using the Services. You may not use any Seaters Property in connection with any product or service that is not offered by Seaters. Nothing contained in this Agreement or within the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Seaters Property without our express written permission.

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

10.3 You may submit any content, including without limitation, images, text, audio and other materials ("**User Content**"). You retain all rights in and are solely responsible for all such User Content. By submitting User Content, you grant to Seaters a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to use,

reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You further grant to us the right to use your name in association with such User Content, if applicable. You represent and warrant that the User Content: (a) is owned or controlled by you and that you have all necessary rights to such User Content; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene or defamatory; and (d) will not cause injury to any person, entity or system. You hereby agree to indemnify Seaters for any and all claims resulting from such User Content. We have the right but not the obligation to monitor, edit or remove User Content. The User Content is non-confidential and Seaters will not be liable for its use or disclosure.

10.4 We respect everyone's intellectual property rights.

10.4.1 DMCA Notice. If you have a good faith belief that your intellectual property rights have been violated, you can submit a Notice of Claimed Infringement to the Designated Agent at the address(es) listed below with the following information: (a) the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification or description of the copyrighted work or other intellectual property you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the right at issue (for example, trademark or patent); (c) identification or description of where the material that you claim is infringing is located on Seaters, with enough detail that we may find it on the website including, whenever possible, the URL; (d) a brief description of how the challenged content infringes the owner's intellectual property rights; (e) your address, telephone number, and email address; (f) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and (g) a statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.

10.4.2 DMCA Counter-Notice. If you have a good faith belief that your content was mistakenly removed (or to which access was disabled), complete a counter notice that the User Content that was removed is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in the User Content, you may send a counter-notice containing the following information to the Designated Agent at the address(es) listed below: (a) your physical or electronic signature; (b) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and (d) your name, address, telephone number, and e-mail address, a statement that you consent to the

jurisdiction of the federal court in New York County, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by our Designated Agent, We may send a copy of the counter-notice to the original complaining party informing that person that We may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, in our sole discretion.

10.4.3 If any user repeatedly infringes other people's intellectual property rights, we will terminate such user's account when appropriate.

10.4.4 Designated Agent. Our designated agent can be contacted as follows: by mail to Seaters' Designated Agent, Seaters Inc., 79 Madison Avenue, New York, 10016 NY, USA; or by email to helpdesk@seaters.com.

11 Personal privacy protection

11.1 All communications between you and Seaters (including, without limitation, our affiliates, Offeror, and any of our third party service providers) are subject to our Privacy Policy (<https://www.seaters.com/terms/privacy>). By use of the Services and by providing us with your telephone number, you agree to receive calls, including autodialed or pre-recorded messages, at the telephone number (including mobile number) associated with the applicable user account. If the number provided is a mobile number, you agree to receive SMS or other text messages at that number or on that mobile devices. Standard messaging and data rates may apply. You expressly consent that we may contact you in the manner described above at the telephone numbers we have in our records for these purposes to contact you for:

11.1.1 reasons relating to your account or your use of the Services, the Services, application or tools (such as to collect a debt, resolve a dispute, or to otherwise enforce this Agreement) or as authorized by applicable law; and

11.1.2 marketing, promotional, or other reasons that User has either previously consented to or consents to in the future.

11.2 In addition to the above, we may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist in pursuing our rights or performing our obligations under this Agreement, any Additional Policies, or any other agreement we may have with you. You may be contacted by us and/or our service providers using autodialed or pre-recorded messages calls and/or SMS or other text messages, solely as authorized to carry out the purposes identified above.

11.3 You further understand and agree that we may, without further notice or warning and in our sole discretion, monitor or record telephone conversations with us or our agents for quality control and training purposes or for our own protection. Not all telephone lines or calls may be recorded.

12 Disclaimer of Warranties; Limitation of Liability

12.1 YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF SITE AND SERVICES ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. WE MAKE NO WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, OUR SOFTWARE, SERVICES, SITE, TICKETS, ANY EVENT, OR THAT OFFERORS OR OTHER USERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

12.2 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (INCLUDING OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) ARE NOT LIABLE FOR: (A) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF PROFITS, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) USER'S ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR USING OUR SITE OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE OR SERVICES; (III) ANY CONTENT OF THIRD PARTIES, OR (IV) THE DURATION OR MANNER IN WHICH SEATS AND TICKETS APPEAR ON THE SITE OR SERVICES.

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

12.4 NOTWITHSTANDING THE ABOVE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL SERVICE FEES PAID BY YOU TO US RELATED TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) \$100.

12.5 You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk and that the pricing and other terms and conditions of this Agreement reflect such allocation of risk.

13 Indemnification

13.1 You agree to indemnify and hold Seaters and its officers, directors, attorneys, agents, employees, licensors and suppliers ("**Indemnitees**") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by any Indemnitee resulting from or arising out of your breach of this Agreement, your improper or unauthorized use of

the Service or an Indemnitee's services, and/or any violation of any law or the rights of a third party by you.

14 Covenant Not to Sue

14.1 To the fullest extent permitted by law, you hereby release and covenant not to sue Seaters, and our officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between any you and Offeror, and any other user of our Services. In entering into this release, you expressly waive any protections (whether statutory or otherwise -- e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

15 Contact

If you have questions regarding your use of the Services, if any problems should occur while using the Services, or for any other reason, you may contact us by sending an e-mail to helpdesk@seaters.com.

16 Miscellaneous provisions

16.1 We reserve the right at any time to modify or discontinue, temporarily or permanently the Services, or any part of the Services with or without notice for any reason. We perform regularly scheduled maintenance. While we do our best to avoid customer impact, the services may be temporarily unavailable during maintenance periods.

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

16.3 If any provision (or part thereof) of this Agreement should be found to be unenforceable or contrary to a peremptory law provision, this shall not prejudice the validity and enforceability of the other provisions of this Agreement. In such case, the unenforceable or conflicting provision shall be replaced by a duly enforceable provision that is valid in law that is as closely in keeping with the intended purpose and purport of the original provision as possible.

17 Applicable law and courts of competent jurisdiction

This Agreement shall be subject to the laws of the country listed under "Governing Law" for the country of your domicile in the table in the proceeding section. The courts listed for your country of

domicile shall have exclusive jurisdiction over all disputes arising in relation to this Agreement, subject to any applicable arbitration requirements.

| Domicile | Contracting Entity | Address for Notice to Seaters | to Governing Law | Courts with Exclusive Jurisdiction |
|---|--|--|-------------------------|---|
| United States and any other country that is not in the European Union | Seaters, Inc., a Delaware corporation in the United States whose address is 79 Madison Avenue, New York, NY, USA | Seaters, Inc., Attention: Legal Department, 79 Madison Avenue, New York, 10016 NY, USA | The State of New York | New York |
| A European Union country | Seaters Belgium BVBA, having a registered office at Tervurenlaan 34, Etterbeek, Belgium. | Seater Belgium BVBA: Legal Department, J.E. Mommaertsiaan 16 b, 1831 Diegem | Belgian law | Belgium |
| France | Seaters France BVBA, having a registered office at 34 Boulevard des Italiens, 75009 Paris, France. | Seaters France BVBA, having a registered office at 34 Boulevard des Italiens, 75009 Paris, France. | French law | France |

We are entitled to court costs and reasonable attorney fees and expenses incurred in any litigation brought to enforce this Agreement. In the event that any check, credit card or other form of payment you tender to us is declined, or refused or if you fail to pay for any Tickets or other services, we shall be entitled to our costs of collection including court costs and reasonable attorney fees and expenses.