# **Terms & Conditions**

Welcome to Season Share . The following are the rules ("Terms and Conditions") that govern use of our Season Share Inc. website and our Season Share Inc. mobile application (collectively "Site") owned and operated by Season Share Inc ("Season Share") by any person who establishes a connection for access to and use of the Site ("User"). By using or visiting the Site, you expressly agree to be bound by these Terms and Conditions and to follow these Terms and Conditions and all applicable laws and regulations governing the Site. Please read them carefully.

## **Changes in Terms and Conditions**

Season Share has the right to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability, and equipment needed for access or use, at any time. We have the right to change or modify the Terms and Conditions applicable to User's use of the Site, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use, at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Site, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of the Site by User subsequent to such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

#### **Electronic Communications**

When you visit the Site or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **Privacy**

By visiting our Site, you acknowledge and agree to the terms in our Privacy Policy located at, which terms are incorporated herein by this reference. Please review our Privacy Policy carefully to understand Season Share's data practices.

## **Purchase Policy**

By visiting our Site and purchasing or redeeming an upgrade, you agree to our Terms of Purchase located at www.seasonshare.com and which are incorporated herein by this reference. Upgrades include, but are not limited to, seat upgrades, experiences, merchandise and passes.

### **Membership**

BY USING THE SITE, YOU AFFIRM THAT YOU ARE 13 YEARS OF AGE OR OLDER. YOU ALSO AFFIRM, BY ACCESSING OR USING THE SITE, THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, OR IF YOU ARE NOT, THAT YOU HAVE OBTAINED YOUR PARENT'S OR GUARDIAN'S CONSENT TO ENTER INTO THIS AGREEMENT. The Site and services available on the Site are available to members who have properly registered with the Site and whose membership has not been suspended or removed by Season Share for any reason. Membership is available only to users who have completed the information required by the Site's registration form. If you do not qualify, you may not use the Site. You agree to provide true, accurate, current, and complete information about yourself as prompted by the Site's registration form(s), and you further agree to update such information as needed to keep it true, accurate, current, and complete. Membership is void where prohibited by law. Season Share reserves the right to revoke or prohibit your membership for any reason at any time, without notice, but, in particular, upon any violation of any of these Terms and Conditions or the Privacy Policy.

#### **Lawful Use**

User shall use Site for lawful purposes only. User shall not post or transmit through Site any material which: (i) violates or infringes in any way upon the rights of others; (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable in the opinion of Season Share

in its sole discretion; (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (iv) contains advertising or any solicitation with respect to products or services, unless Season Share—shall have expressly approved such material in advance of its transmission. Any conduct by a User that in our discretion restricts or inhibits any other User from using or enjoying the Site and its services is expressly prohibited.

## **Copyright Policy**

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### **Disclaimers and Limitation of Liability**

THIS SITE IS PROVIDED BY SEASON SHARE. ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEASON SHARE. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE, TIMELINESS, CURRENCY, ACCURACY, ADEQUACY, NON-INFRINGEMENT OR COMPLETENESS OF THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SEASON SHARE. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEASON SHARE. DOES NOT WARRANT THAT THIS SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USER SHALL BE RESPONSIBLE FOR PROTECTING THE CONFIDENTIALITY OF USER'S CREDENTIALS. USER EXPRESSLY AGREES THAT USE OF THIS SITE IS AT USER'S SOLE RISK. IN NO EVENT WILL SEASON SHARE, TEAM, UNIVERSITY, OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PROMOTING, DELIVERING OR DISTRIBUTING ANY PRODUCTS OR SERVICES THROUGH THE SITE, INCLUDING TICKET UPGRADES (THE "OFFERINGS"), BE LIABLE FOR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY

DELAY OR INTERRUPTION IN THE TRANSMISSION OF GOODS OR SERVICES TO THE USER, EVEN IF SEASON SHARE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. Some jurisdictions may not allow certain limitations on implied warranties or exclusion of certain damages, so some of the above exclusions may not apply to you.

#### Indemnification

User agrees to indemnify and hold harmless Season Share, its affiliates, its and their respective officers, shareholders, agents, employees, successors and assigns as well as the event organizers, presenters, venues and others with whom Season Share has relationships from any loss, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of User's breach or non-performance of these Terms and Conditions or User's use of the Site, including use of the Site to provide a link to another site or to upload content or other information to the Site. User agrees that no class action may be pursued or maintained with respect to any dispute regarding these Terms of Conditions. These **Terms** and Conditions. together with the Privacy Policy www.expapp.com/privacy.html and Terms of Purchase at www.expapp.com/top.html and any other legal notices published by Season Share, shall constitute the entire agreement between you and Season Share concerning the Site. If any provision of these Terms of Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

## **Governing Law; Disputes**

These Terms and Conditions shall be governed by the laws of the State of Texas, without respect to its conflict of laws principles. Any claim or dispute that arises in whole or in part from the Site shall be resolved by binding arbitration in Dallas, Texas using the Commercial Dispute Resolution Procedures for Consumer-Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms and Conditions, and will be administered by the AAA.. Notwithstanding the foregoing, User and Season Share agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a U.S. court or law or (iii) file suit in a court of law to address intellectual property infringement claims. To the extent that any lawsuit or court proceeding is permitted under these Terms and Conditions,

User and Season Share agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Dallas County, Texas for the purpose of litigating all such disputes.

#### **Short Code Terms of Service**

- You may choose to receive informational and/or promotional text and/or voice messages from us based on preferences that you indicate. By providing your mobile number and opting in to receive these communications, you are consenting to receive recurring promotional text and/or voice messages from an automated dialing system. The frequency and number of messages you will receive will vary.
- 2. Message and data rates may apply.
- 3. When you opt-in to the service as noted above, we will send you an SMS message to confirm your signup.
- 4. You can cancel the SMS service at any time. Just text "STOP" to 98696. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
- 5. If at any time you need assistance, just text "**HELP**" to 98696. After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

We are able to deliver messages to the following mobile phone carriers:

#### **UNITED STATES:**

Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, Alltel, Boost Mobile, and Virgin Mobile. Minor carriers: Advantage Cellular (DTC Wireless), Aio Wireless, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Carolina West Wireless, CellCom, Cellular One of East Central IL (ECIT), Cellular One of Northeast Arizona, Cellular One of Northeast Pennsylvania, Chariton Valley Cellular, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), Cross, C-Spire (CellSouth), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), MetroPCS, Mosaic (Consolidated or CTC Telecom), MTA Communications, MPSC

(Cellular One Nation), Nex-Tech Wireless, NTelos, Panhandle Communications, Peoples Wireless, Pine Cellular, Pioneer, Plateau (Texas RSA 3 Ltd), RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, Symmetry (TMP Corporation), SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United Wireless, U.S. Cellular, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

#### **California Disclosure**

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (800) 952-5210.

These Terms & Conditions were last updated on July 28, 2021