

Season Share Purchase Policy

Season Share, Inc. (or less formally, "Season Share"), through its web presence, platform, and applications, provides services related to the purchase and resale of tickets (our "Services"). By using our Services, you are agreeing to the binding legal terms contained in these Terms of Service (or "Terms") and the rights and responsibilities laid out herein.

YOUR USE OR ACCESS OF SEASON SHARE'S SERVICES IN ANY WAY MEANS THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS.

1. Help! I can't access my tickets!

1. In the event that Season Share's Services, application, and website are down and you are unable to access your content and/or tickets. Season Share can be reached via support live chat on our website or directly in the app and by email at fans@seasonshare.com for further information on how to access an event for which you are unable to access your tickets.
2. You can also go to the box office for the event and the team's on-site staff will be able to assist you.
3. If you have lost your phone and/or username and password, you will not be able to access your tickets. PLEASE REMEMBER YOUR USERNAME AND PASSWORD; AND/OR STORE THIS IN A SECURE LOCATION AS WE WILL NOT BE ABLE TO ACCESS YOUR TICKETS OVER THE PHONE FOR SECURITY REASONS.
4. Screenshots of ticket information are not allowed or recommended as the information and/or barcode is subject to change and may not work.

2. Basic Rules For You

1. You MUST be at least 18 years old to use the Service.
2. You CANNOT sell tickets that are stolen (with or without your knowledge), duplicate, fraudulent, already-sold, or not in your possession via the Season Share.
3. You CANNOT contact users from Season Share outside of the Services for the sale, purchase, or delivery of tickets.
4. You CANNOT use screenshots of ticket information or the Services as a ticket.
5. You CANNOT use the Services for any promotional or marketing activity (including, without limitation, promotion your business, favorite team, mixtape, or event)
6. You CANNOT use the Services in violation of any applicable law, including the FCPA, or use the Services in any manner that is inconsistent with the regular transfer of tickets (such as money laundering)
7. You CANNOT use the Services to buy on behalf of a third party who is not in your immediate party (i.e., is not attending the event with you).
8. You CANNOT sell tickets on behalf of any third party.
9. You CANNOT post excessive violence, hate speech, partial or full nudity, discriminatory content, any content that potentially infringes upon the privacy rights of another or potentially defames their character, pornography or sexually suggestive content, illegal content (drug use, criminal activities, explicit material, or obscene content), and we also won't put up with any bullying,

trolling, stalking, or behavior that Season Share, in our sole discretion, deems against the spirit our Services were designed for. Also, you CANNOT post someone's private personal information – things like Driver's Licenses, Social Security Numbers, Credit Card Info, Username and Password info, or any personally identifying information.

10. You GUARANTEE to us that you own 100% of the rights contained in the content and tickets you upload to the Services including copyrights, trademarks, personal information, and that you've secured releases for every person, location, company that appears in your content – if you don't, and Season Share is in any way held responsible for your actions, via lawsuit or otherwise, then you PROMISE to indemnify Season Share and reimburse Season Share for any costs incurred (including Season Share's attorney's fees) either defending itself, or bringing legal actions to enforce its rights and the rights of its users.
11. If you attempt or succeed in selling fake, forged, stolen, speculative, or duplicate tickets, your rights to use the Services will immediately be revoked and any tickets associated with your account will be held pending verification of ownership. Season Share may share your information with the authorities, sports teams, and other associations in its sole discretion.
12. You CANNOT post malicious content or access to Season Share or any of its users – this includes malicious code, viruses, Trojan horses and the like, as well as any phishing attempts, hacking schemes, or any misuse of the Services in attempts to gain access to personal data from Season Share or its users.
13. You CANNOT manipulate Season Share's Services to send Spam to our users, or use Season Share's Services, marks, or website in such a way that implies Season Share's endorsement of your brand, services, marks, or person without the express written approval of Season Share.
14. You CANNOT use domain names or URLs in your username.
15. You CANNOT use any automated means such as crawling, scraping, caching, duplicate accounts, utilizing bot accounts to manipulate, purchase, sell, upload, or access the Services provided by Season Share.
16. IF you see anything that offends your senses or you feel violates the guidelines above – please FLAG the offending content, and Season Share, at our sole discretion, will decide what appropriate action to take next. HOWEVER, abuse of the flagging system to take down content that is not in violation of the Terms can result in suspension or cancellation of YOUR user account.
17. You PROMISE that the use, sale, or purchase of any tickets from the Season Share Services will be in compliance with the venue's, ticket platform providers, team's, and league's applicable rules for attendees and ticket sellers.
18. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Season Share servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or

disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

19. You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Season Share immediately of any breach of security or unauthorized use of your account. Season Share will not be liable for any losses caused by any unauthorized use of your account.
20. Season Share can, in our sole discretion, terminate your account and/or ban you from Season Share's services – and You understand that Season Share is not responsible for the content YOU post on our Services, and you use our Services at your own risk.

3. Rules for Season Share

1. Season Share can modify or terminate any and all Services at any time for any reason without notice, without any liability to you.
2. Season Share can refuse access to the Service to anyone at any time, and can refuse the right to any username for any reason – or even require the forfeit of a username at any time.
3. Season Share is NOT responsible for the interaction between users of the Service, and has the right but not obligation to monitor or become involved in your disputes with other users of our Services.
4. Season Share can also change the Rules at any time without notice (see below).
5. Season Share shall ensure the validity of tickets purchased via the Services, and will provide a clear policy for the replacement and/or refund of tickets.
6. Season Share can block, suspend, shadowban, or terminate your account, or delay or refuse transactions to and from your account (or otherwise restrict your account) if:
 - a. Required by law, court order, or a governmental agency;
 - b. Required to do so in relation to any suspicions or claims related to money laundering;
 - c. Season Share suspects illegal or fraudulent activity;
 - d. Season Share has reason to believe your account has been compromised;
 - e. Season Share is unable to verify your identity or your payment information; and/or
 - f. You violate any of the terms and conditions herein.

4. Modifications

From time to time, Season Share may change, remove, add to or otherwise modify the Terms, and reserves the right to do so in its discretion. In that case, we will post the updated Terms of Service to our Website and indicate the date of revision.

Please take the time to review the Terms on a frequent basis. New Terms of Service will take effect immediately.

If you do not agree with any modification to the Terms, you may terminate this agreement by ceasing to use our Services; on the same note, your continued use of our Services after new Terms of Service are posted/effective indicate that you have read, understood and agreed to those Terms.

5. DMCA Notices (For Copyright Infringement)

Season Share complies with the copyright laws of the United States, namely the Digital Millennium Copyright Act ("DMCA"). As a part of our compliance, we will make reasonable efforts to remove any content that infringes upon the copyrights of others. If you own copyrights, or are the authorized agent for the owner of copyrights that you believe are being infringed upon via our Services, please contact Season Share's designated Copyright Agent with the requested information below, and we will take whatever action we deem appropriate –up and to including removal of the challenged material.

Here is the info we need in order to respond to your complaint:

1. Name of Copyrighted Work
2. Identify the infringing content on our Services
3. Provide your full name, address, phone, and e-mail address.
4. Include the following Statements:
 - a. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - b. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your FULL LEGAL NAME, and the words SIGNED, (Signature or Electronic Signature).
6. Send the Notice to: fans@seasonshare.com

5. Liability Limitation

Due to the large volume of ticket sellers listing tickets through the Season Share app, on very rare occasions, pricing errors do occur. Because Season Share acts as an intermediary between the original purchaser of the tickets and the end consumer of the tickets, Season Share shall not be liable for any pricing errors on the app. If any error is found while processing your order, you will be notified of your order and, if possible, a substitution will be made, or Season Share will issue a full refund.

If Season Share is unable to provide you with the tickets you ordered due to an error by a seller, and Season Share is unable to find comparable replacements, Season Share's sole obligation shall be limited

to providing you a full refund via the same method that the original payment was made (cash or Season Share credit.)

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT SEASON SHARE, ITS AGENTS OR ASSIGNS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SEASON SHARE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SEASON SHARE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SEASON SHARE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. Time Limitation

All claims that have anything to do with you and Season Share, and our relationship, must be filed within ONE year after the claim came about – otherwise you are barred from bringing the claim.

7. International Rules

No software (including the app) from Season Share or its Services may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

8. Disclaimers.

SEASON SHARE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SEASON SHARE DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE ACCURATE.

SEASON SHARE TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

9. Third Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Season Share is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Season Share is not responsible or liable for such third parties' terms or actions.

10. Arbitration, Class-Action Waiver, and Jury Waiver.

Except for users residing within the European Union, Norway and elsewhere where prohibited by applicable law:

- A. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- B. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. All costs and attorney's fees associated with the arbitration shall be borne by each party individually.

- C. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Los Angeles, California. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- D. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of California without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

17. Governing Law.

For users residing in the European Union, Norway or elsewhere where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Services. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

18. Venue.

Except for users residing in the European Union or Norway, who may bring claims in their country of residence in accordance with applicable law, all claims arising out of or relating to this Agreement or the Services will be arbitrated and/or litigated exclusively in the federal or state courts of Los Angeles County, California, U.S.A., and you and Season Share consent to personal jurisdiction in those courts.

19. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Season Share, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Services, your Content, or your breach of this Agreement.

20. Entire Agreement; Other.

This Agreement along with the Privacy Policy and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and Season Share regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Season Share account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind Season Share in any manner.

Thanks for reading and Enjoy Season Share's products!