

The following User Agreement describes the terms and conditions in which governs your use of this website (the "Site") and its services, including but not limited to Seat Geek, provided by Seat Swap and its affiliates, subsidiaries, and any content made available from or through this web site, including any subdomains thereof, or application. This User Agreement is a contract between you ("you," or "user") and Seat Swap ("Seat Swap" "we" or "us" as used in this User Agreement). Use of the Site constitutes your acceptance of this User Agreement. If you do not agree to this User Agreement, you may not access or otherwise use the Site. We may periodically make changes to this Agreement, which will be posted on the Site and effective thirty (30) days following posting for current users or immediately for new users.

Users agree to abide by the Code of Conduct, as stated below, to only trade real and valid tickets, to provide a valid credit or debit card, and be able to enter into legally binding contracts (be over the age of 18, be competent, and not have had an account previously frozen by Seat Swap).

The Appraisal/Valuing of Tickets.

Considering the real-time value of event tickets fluctuates so frequently we give users the ability to determine the value of their tickets (the "Proposed Value") using real-time from the secondary ticket market. Using this data, users are able to determine and assign a monetary value to their tickets, which is one of the metrics by which users can measure the "fairness" and "attractiveness" of a certain trade.

These "Assigned Values" may or may not accurately reflect the real-time market value of a certain ticket. However, we do encourage users to track the real-time values of their ticket by viewing the Edit Ticket page in the "My Inventory" section of the "My SeatSwap" page. The "My Inventory" link will show the tickets that a user has posted that are available to be traded.

Event Cancellation/postponement.

If an event is cancelled or postponed, SeatSwap is not responsible for replacing the unusable ticket. However, holders of a ticket for an event that has been cancelled is encouraged to contact the ticket or box office of the venue, team, or organization to discuss their cancellation/rainout policy.

Delivery of Tickets.

Electric or "E-Tickets":

Electronic tickets will be uploaded to our database and will only be exchanged once a trade is completed.

Paper tickets:

If a user is trading paper tickets, they must arrange and confirm shipping to the other user before any tickets are dispersed. SeatSwap is not responsible for delivery or shipping, and therefore not liable for any problems or delays in the delivery or shipping of paper tickets.

Credit/Debit Card Policy.

You hereby represent and warrant that you are 18 years old or older and agree to pay in full the Swap Fee (a per-ticket fee of \$3.50 that is charged to each user once a trade is completed) for any swaps you make by credit/debit card. You agree to pay all applicable taxes. If we do not receive payment from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us.

SeatSwap accepts credit/debit cards through a secure third-party site, Stripe.com. As such, your use of a credit/debit card on this Site constitutes your acceptance of Stripe.com's policies. Users are advised to review Stripe.com's policies.

Given SeatSwap's policy of implementing penalties by credit/debit card, all credit/debit card information will also be stored securely on SeatSwap, Inc.'s servers for up to thirty (30) days after the date of the last event that was part of the trade. Any fees and/or penalties will be charged to the credit/debit card provided. No charges will be applied until both parties accept a transaction.

We retain information only as long as it is necessary and relevant for our operations. In addition, we may retain personal information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce our User Agreement and take other actions permitted by law.

User Code of Conduct.

You alone are responsible for the content and consequences of any of your activities. Users are responsible for determining the Proposed Value to their tickets using SeatSwap's pricing tools. Although there is no absolute value, assigned values should reflect the data available at the time for the users specific tickets. The assigned value is simply one of the many factors by which users measure tickets against each other in order to evaluate trades.

SeatSwap has provided tools to aid in the monetary valuation of the ticket. We understand that the value of these tickets is not solely based on the market, but users are expected to keep market value in mind while valuing the tickets.

By posting/listing tickets, Users represent that such tickets are valid, legitimate tickets that are not counterfeit or stolen. A User posting or listing fraudulent or stolen tickets will have his/her account immediately frozen and reviewed for deletion.

Users will be allowed to "Nudge" other users that they have proposed a trade to, which notifies the other user and prompts them to review and respond to the proposed trade. Only one "Nudge" will be allowed per 24-hour period. Users will be able to change their settings about how to be notified when "Nudged."

Users will also have the option of "Sweetening the Deal," that is, evening up the difference in value between two sides of a trade, based on the Proposed Value set by each user ("Swap Disparity") by adding cash to the Swap, which is sent directly to the other user should the Swap be accepted. Users can either request or offer money as a "sweetener" to any deal. Users agree to a charge of .5% ("point five percent") when sending cash as a "sweetener" to another user as part of a proposed or accepted swap. Said fee is charged by SeatSwap's third-party payment processor, Stripe, and is calculated into the total cost of the transaction.

Further, Users are prohibited from using tickets that they have already traded to another user but not yet delivered. This will result in a breach of the trade and the penalty assessed will be that of posting a fraudulent ticket.

Users will be responsible to help monitor the quality of trade proposals by "flagging" inappropriate or unfair trades. If users suspect or notice fraudulent or otherwise unsavory behavior that is affecting the SeatSwap user community, they are strongly encouraged to reach out to SeatSwap directly via email to info @seatswaptickets.com. Once flagged, the user's activity will be monitored. If it is determined that a user is proposing unfair trades or if a user accumulates a certain number of flags, then user's account will be frozen pending a review by SeatSwap. SeatSwap reserves the right to delete any user accounts upon review.

Reporting a Breach of the User Code of Conduct or Other Problem.

To report a breach of the User Code of Conduct or any other problem concerning a swap, users should alert SeatSwap immediately via email at info@seatswaptickets.com.

Fraud Repercussions.

In the event of the posting and/or swapping of a fraudulent ticket(s), the fraudulent user's account will be frozen immediately upon receipt of the claim by the defrauded user. The defrauded user will have 30 days after the date of the ticketed event to submit said claim. Claims should be submitted via email to info@seatswaptickets.com. If the ticket(s) posted are verified as being fraudulent, the Swap Fee that was assessed upon the completion will be returned to the defrauded user, at the cost of the fraudulent user. SeatSwap will then determine, on a case-by-case basis, which of the following courses of action is most appropriate:

1. Paying for a replacement ticket(s) of the defrauded user's choice, where the value of the replacement ticket(s) shall not exceed X% greater than the Proposed Value of the fraudulent ticket(s);
 2. Paying the total Proposed Value of all of the tickets that were proven fraudulent; or
 3. Paying the total Proposed Value of all of the tickets that were traded away by the fraudulent user.
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All penalties will be assessed to the fraudulent user's credit/debit card. All penalties shall include any fees associated with completing any of the above transactions, which may include collection fees.

Choice of law/jurisdiction.

This User Agreement and the application or interpretation hereof shall be governed exclusively by its terms and by the laws of the State of New Jersey, without regard to the conflict of laws principles thereof.

Dispute Resolution.

Any dispute between any User and SeatSwap concerning the interpretation and enforcement of this User Agreement shall be settled by binding arbitration with a single arbitrator, an individual selected by and at the discretion of SeatSwap. The losing party shall be responsible for all arbitration costs, including but not limited to, attorneys' fees, discovery costs, and filing fees.

Indemnification.

You agree to indemnify and hold Seat Swap and its affiliates, officers, directors, attorneys, agents, employees (the "Seat Swap Indemnitees") harmless against any and all claims or demands and all liabilities, costs and expenses (including attorneys' fees) incurred by Seat Swap and any Seat Swap Indemnitee, arising in any way from your use of the Web Site, your placement or

transmission of any message, content, information, software or other materials through the Web Site, or your breach or violation of the law or of this User Agreement, or asserted by a third party that involves, relates to or concerns any of your actions or omissions on this Site including but not limited to your breach of this User Agreement, your violation of any law or the rights of a third party, and/or arising out of tickets or information you submit, post, transmit, modify or otherwise make available through the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

If you have a dispute with one or more registered users, you release Seat Swap and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives and employees from 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 such dispute. You will not hold SeatSwap responsible for other users' actions, or inactions, including without limitation the listing and/or selling of tickets in violation of local, state, national or international laws.

What it means to buy through SeatGeek.

Our partner, SeatGeek, allows our users to purchase tickets to events through their site. These tickets are not processed in any way by SeatSwap, Inc. the terms of sale and all other related terms for the purchase of tickets through SeatGeek are available on the SeatGeek website.

SafeSwap Guarantee.

All tickets in the SeatSwap inventory are backed by the "SafeSwap Guarantee," which provides users with the assurance that they can use SeatSwap without having to worry about being duped or defrauded.

++In the event that a ticket turns out to be fraudulent, SeatSwap will make every possible effort to remedy the situation. (See above)

Severability.

If any provision of this User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this User Agreement remain in full force and effect.

Waiver.

The failure of SeatSwap to enforce any right or provision of this User Agreement will not be deemed a waiver of such right or provision.

Legal Disclaimer.

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE, OUR SUBSIDIARIES, AFFILIATES, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING

FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEB SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEB SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE WEB SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE WEB SITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE WEB SITE OR PURCHASE OF PRODUCTS VIA THE WEB SITE.
