### Terms of Use

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Seat Unique (which is the trading name of RMS Events Ltd) reserves the right to change these Terms at any time, effective immediately upon posting on the Site.

In these Terms, a reference to:

- "we", "us", "our" or similar term is to Seat Unique (the trading name of RMS Events Ltd, a private company limited by shares and registered in England and Wales with company number 11313999 having its registered office at Thomas House, 84 Eccleston Square, London, SW1V 1PX);
- 2. "you", "your" or similar terms is a reference to you as a user of this Site.

Please check this page of the Site periodically. If you violate these Terms of Use, Seat Unique may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, suspend and/or remove access to your user account and/or take appropriate legal action against you.

### 1. No Unlawful or Prohibited Use

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The Site may automatically produce search results that reference or link to other third party websites. This Site may also be accessed via links from other third party websites (to the extent that such links have been approved in writing by us first) (together "Third Party Sites"). Seat Unique has no control over Third Party Sites or the content within them. We cannot guarantee, represent or warrant that the content contained in any Third Party Site is accurate, legal and/or inoffensive. Seat Unique does not endorse the content of any Third Party Site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, or by using any Third Party Site to search for or link to the Site, you agree and understand that you may not make any claim against Seat Unique for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site or from your use of Third Party Sites to search for or link to the Site.

## 6. No Commercial Use

Except where strictly permitted in writing with our Event Partners, no area of this Site may be used by our visitors for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. Without limiting the foregoing, you may not use this Site to resell or link to other sites for the purpose of selling tickets of any kind. We will investigate and take appropriate legal action against anyone who breaches this provision, including without limitation, removing the offending communication from the Site and barring anyone breaching this provision from use of the Site. We reserve the right to block access to this Site or Seat Unique's other services, or to cancel a ticket order or ticket with respect to any person who is known or reasonably believed to be: a) acting unlawfully, or breaching these Terms, or infringing our rights, or utilising automated means to process or place ticket orders, or whose ticket order exceeds the stated limit; or b) associated with any person who is known or reasonably believed to be acting unlawfully, or breaching these Terms, or infringing our rights, or utilising automated means to process or place ticket orders, or whose ticket order exceeds the stated limit. Exceeding any limitations or breaching any terms on the Site will be deemed to be a breach of these Terms.

## 7. Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from the Site without the prior express written permission of Seat Unique.

# 8. Unauthorised Use of the Site

Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised ticket sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

#### 9. Violation of the Terms

You understand and agree that in Seat Unique's sole discretion, and without prior notice, Seat Unique may terminate your access to the Site, suspend or remove access to your user account, cancel your ticket order or exercise any other remedy available and remove any unauthorised user content, if we believe that your use of the Site has violated or is inconsistent with these Terms of Use, violated the rights of Seat Unique, another user, any of our suppliers or Event Partners or the law. You agree that monetary damages may not provide a sufficient remedy to Seat Unique for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. Seat Unique may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. Seat Unique is not required to provide any refund to you if you are terminated as a User because you have violated these Terms of Use.

# 10. Limitation on Liability

In no event will Seat Unique be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits.

## 11. Disputes

This Site is controlled and operated by Seat Unique from its offices in the United Kingdom. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed and construed by the laws of England and Wales.

## 12. Indemnity

You agree to indemnify and hold Seat Unique, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable solicitors' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.

July 2023