

Terms of Use

Welcome to Seat Unique – the trusted technological platform offering official premium access to live events. This document sets out the rules or "Terms" that govern the use of www.seatunique.com (the "Site"). By accessing and browsing the pages of the Site, you agree that you have read and accept these Terms. If you do not agree to these Terms please do not use the Site.

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:

1. **"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 FOR A, 8 Greencoat Place, London, SW1P 1PL);
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

As a condition of your use of this Site, you warrant to us that you will not use the Site for any purpose that is unlawful or prohibited whether by law or by these Terms, conditions and notices. You may not use this Site in any manner which could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. We reserve the right, in our sole discretion, to terminate your access to this Site and the related services, or any portion thereof, at any time without prior notice to you.

2. Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by Seat Unique to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorised by Seat Unique to do so. The content and software on this Site is the property of Seat Unique and/or its suppliers and Event Partners and is protected by worldwide copyright laws.

3. Disclaimer

Seat Unique does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any content, search or link on it. The Site and its content are delivered on an "as-is" and "as-available" basis. Seat Unique cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. Seat Unique disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. Seat Unique will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

Seat Unique disclaims any and all liability for the acts, omissions and conduct of any third party users, Seat Unique users, advertisers and/or sponsors on the Site, in connection with our service or otherwise related to your use of the Site and/or our service. We are not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Site. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to us via the Contact Us page.

4. Intellectual Property

This Site and all of the information published on the Site are the copyright of ourselves or our suppliers and Event Partners and may not be copied, distributed, uploaded, posted, republished, decompiled, disassembled, reverse-engineered or transmitted in any way without our prior written consent. Where it is possible to do so on this Site, you can, however, download one copy for your personal noncommercial use within the organisation in which you work on condition that you do not delete or change any copyright, trade mark or other proprietary notice contained in any of the information published on this Site and provided always that you do not nor alter the way in which the information is presented. Modification or use other than as permitted above violates our intellectual property rights in such information.

The trade marks, service marks and logos (the “**Trade Marks**”) used and displayed on the website are the registered and unregistered Trade Marks of Seat Unique or our suppliers and Event Partners. Nothing on the website should be construed as granting any licence or right to use any Trade Marks displayed. We enforce infringements of our and our suppliers intellectual property rights to the fullest extent permitted by the law.

5. Linked Sites (Co-brands), Links and Search Results

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