

## SEENT TERMS OF USE

These Terms of Use constitute a legally binding agreement (the “Agreement”) between you (collectively, “you,” “your,” or “user(s)”) and **Seent** (collectively, “SEENT,” “us,” “we,” “Company,” or “our”) governing your use of the services on **seen-t.com** (“Website”), any SEENT mobile application (“App”), and any other services or platforms that SEENT may offer (collectively, the “Platform”).

### **1. ACCEPTANCE OF TERMS**

- a. By accessing the Platform, accessing or using any information, Platform features, or resources available or enabled via the Platform, clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, or completing SEENT’s account registration process, you hereby represent that:
  - (i) You have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time or through the Platform
  - (ii) You are of legal age in the jurisdiction in which you reside to form a binding contract with SEENT
  - (iii) You have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization, or other legal entity you have named as the user during SEENT’s account registration process and to bind that company, organization or entity to this Agreement.
- b. Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Platform.

### **2. DESCRIPTION OF THE PLATFORM**

- a. Types of Users
  - i. The term "you" and “User” as used in this Agreement will apply to all SEENT users, persons that visit the Website or App, and individuals or users who access and use the Platform on their own behalf or on behalf of an entity.
  - ii. Users that use the Platform to track live music events and musical artists are also referred to in this Agreement as “Fans.”
  - iii. If you use the Platform to list and promote their own music and/or performances, and communicate with Fans, we refer to you as “Artists.”
  - iv. If you use the Platform to increase awareness, engagement, and/or ticket sales for concerts, tours, festivals, and/or other live music events on behalf of others, we refer to you as “Promoters.”
  - v. Individuals that visit the Website and any related subdomains may also be referred to as “Visitors.”
- b. Relationship with SEENT

- i. SEENT merely makes the Platform available to enable Fans, Artists, and Promoters to find and interact or transact directly with each other. SEENT helps Fans find and connect with Artists, Promoters, and their respective products or events, but it is not a party to any transactions between Users, nor is SEENT responsible for fulfilling transactions for products/services purchased through other Users using the Platform. Through the Platform, Artists or Promoters may be notified of Fans that may be seeking the products or services they offer, and Fans may be notified of Artists or Promoters that may offer the products or services they seek; at all times, however, Fans are responsible for evaluating and determining the suitability of any products, services, events, Artists, and/or Promoters on their own.
- ii. As provider of the Platform, SEENT does not own, control, or manage any User. You agree that SEENT is not liable or responsible for the actions of Users, the products, services, and/or events that Users offer and/or sell, and/or the content that Users publish on or send through the Platform. Purchases from Artists and Promoters are subject to the Artist's or Promoter's terms of service and policies.
- iii. Event and product descriptions on the Platform are created by third parties. SEENT does not warrant that product descriptions, event descriptions, or other third-party content on the Platform are in any way accurate, complete, reliable, current, or error-free. SEENT makes no representations or warranties regarding the accuracy of descriptions displayed anywhere on the Platform, or regarding suggestions or recommendations of services or products offered or purchased through the Platform.
- iv. You acknowledge and agree that SEENT is not an agent of any Users, and that Users operate independently and are not under SEENT's control. Accordingly, your participation in offers or promotions of, or correspondence with, any User is solely between you and that User. SEENT does not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. SEENT is not responsible for any User's withdrawal from the Platform. If you are a California resident, you hereby waive California Civil Code Section 1542, which provides, in relevant part: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

### **3. RULES AND RESTRICTIONS**

#### **a. Account Eligibility**

- i. Before you can use the Platform, you will need to register for an account ("Account"). Users can create an Account by logging in through certain social media networks or pre-existing accounts on external platforms or websites, as identified on the Platform ("External Accounts"). We may also allow users to register for an Account manually. We reserve the right to bar anyone from registering for an Account.

- ii. By using the Platform or registering for an Account, you represent and warrant that:
  - You are at least 18 years old
  - You are legally qualified to enter a binding contract with SEENT
  - You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country
  - You are not on any list of individuals prohibited from conducting business with the United States
  - You are not prohibited by law from using the Platform
  - You do not have more than one Account
  - You have not previously been removed from the Platform by SEENT, unless you have our express written permission to create a new Account
- ii. The Platform is not available to persons under the age of thirteen (13). If you are between the age of thirteen and the age of legal majority in your jurisdiction of residence, you may only use the Platform under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.
- iii. When using the Platform or creating an Account on behalf of a company, entity, or organization (collectively, “User Organization”), you represent and warrant that you: (1) are an authorized representative of that User Organization with the authority to bind that organization to this Agreement and grant the licenses set forth herein; and (2) agree to the terms of this Agreement on behalf of such User Organization.
- iv. We may use a combination of automated systems and a team of moderators to monitor and review the Platform for content or conduct that indicates breach of this Agreement. We reserve the right, at our sole discretion, to terminate or suspend any Account, restrict access to the Platform, or make use of any operational, technological, legal, or other means available to enforce this Agreement (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice.
- v. Without limiting the foregoing in any way, we expressly reserve the right to terminate or suspend any Account without notice for (1) violating these terms, (2) if we determine that your conduct on the Platform was inappropriate or improper, (3) if we, or our affiliates, determine that your conduct on other platforms or services operated by our affiliates was inappropriate or improper, or (4) for any reasons whatsoever that we deem, in our sole discretion, justifies termination. If your Account is terminated or suspended, you agree you will not receive a refund for any paid services or features for which you have already been charged.

b. User Responsibilities

- i. While using the Platform, you agree that you will:
  - Comply with this Agreement and check this page occasionally to ensure you are aware of any changes to our policies

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements
- Use the latest versions of the Platform and/or the App
- Treat other users in a courteous and respectful manner and abide by our community guidelines
- Be respectful when communicating with any of our customer service representatives or other employees
- Maintain a strong password and take reasonable measures to protect the security of your login credentials

ii. Subject to this Agreement and any other SEENT policies, you may share political opinions; participate in political activity; provide links to a political committee's official website, including the contribution page of a political committee; and solicit viewers to make contributions directly to a political committee. You agree, however, that these activities are entirely your own. Moreover, by engaging in these activities, you represent and warrant that you are eligible to engage in them under applicable law, and that you will abide by all relevant laws and regulations while doing so.

c. Prohibited Conduct

While using the Platform, you agree that you will not:

- Misrepresent your identity, age, current or previous employment positions, professional qualifications, or affiliations with a person or entity
- Use the Platform in such a way that damages the Platform or prevents their use by other Users
- Use the Platform in such a way that interferes with, disrupts, or negatively affects any platforms, servers, or networks related to the Platform
- Use the Platform for any harmful, illegal, or nefarious purpose
- Harass, bully, stalk, intimidate, assault, defame, harm, or otherwise mistreat any person
- Post or share Prohibited Content (as defined below)
- Solicit passwords for any reason or purpose, solicit personal identifying information from other users for commercial or unlawful purposes, or disseminate another person's personal information without his or her permission
- Use any Account belonging to another User
- Use the Platform in connection with any fraudulent conduct, pyramid scheme, or other similar practices
- Violate the terms of the license granted to you by SEENT pursuant to this Agreement
- Disclose private or proprietary information that you are not authorized to disclose
- Copy, modify, transmit, distribute, or create any derivative works from any of the following, without SEENT's prior written consent or except as otherwise permitted by the functions or features of the Platform: (a) User Content, (b) SEENT Content, or (c) any other copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Platform
- Express or imply that any statements you make are endorsed by SEENT
- Use any robot, crawler, site search/retrieval application, proxy, or other manual or automatic device, method, or process to access, retrieve, index, "data mine," or in any

way reproduce or circumvent the navigational structure or presentation of the Platform or its contents

- Upload viruses or other malicious code or otherwise compromise the security of the Platform
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through the Platform
- “Frame” or “mirror” any part of the Platform without our prior written authorization
- Use meta tags or code or other devices containing any reference to SEENT or the Platform (or any of our trademarks, trade names, service marks, logos, or slogans) to direct any person to any other website for any purpose
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Platform, or cause others to do so
- Use or develop any third-party applications that interact with the Platform, User Content, or any User’s information without our written consent
- Use, access, or publish the App’s programming interface without our written consent
- Probe, scan, or test the vulnerability of the Platform or any system or network
- Encourage, promote, or agree to engage in any activity that violates the terms of this Agreement

d. Reporting Misconduct

You can report any abuse or complain about any user’s conduct or content by contacting us with a description of the abuse or an outline of your complaint. We reserve the right to investigate any possible violations of this Agreement, and we may, in our sole discretion, immediately terminate any user’s right to use or access the Platform, without prior notice, as set out further in this Agreement.

#### 4. **CONTENT**

While using the Platform, you may have access to: (a) content that you upload or provide while using the Platform (“Your Content”), (b) content that other Users upload or provide while using the Platform (“User Content”), and (c) content that SEENT provides on and through the Platform (“SEENT Content”). As used in this Agreement, “content” includes, without limitation, all text, images, video, audio, or other material on the Platform, including information on users’ profiles and in direct messages between users.

a. Your Content

- i. Your Content must comply with SEENT’s content guidelines. By using the Platform, you acknowledge that you are solely responsible and liable for Your Content and you agree to indemnify, defend, release, and hold SEENT harmless from any claims made in connection with Your Content.
- ii. When you create an Account, we may collect information you have made publicly available through any External Accounts, or that you have otherwise authorized your External Accounts to share with third-party platforms like ours. You represent and warrant that the information you provide to SEENT is accurate, including any information submitted through External Accounts (if applicable), and that you will update your account information as necessary to ensure its accuracy.

- iii. The content included on your individual profile should be relevant to the intended purpose of the Platform. You may not display any personal contact or banking information, whether in relation to you or any other person (i.e., names, home or work addresses, telephone numbers, email addresses, credit/debit card or other banking details, driver's license or passport details, social security information, health insurance information). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to exercise caution in disclosing any personal information online.
- iv. By using the Platform, you acknowledge that Your Content will be visible to other Users and may be viewed by other Users and any person visiting or using the Platform or possessing a link to the Platform (e.g. individuals who receive a link to a User's profile or shared content from other Users). You further acknowledge that other users may share Your Content with third parties and your use of the Platform constitutes your consent to any such sharing or distribution of Your Content, subject to the terms of this Agreement.
- v. By uploading Your Content on the Platform, you represent and warrant that you have all necessary rights and licenses to do so, and automatically grant SEENT a non-exclusive, royalty free, perpetual, worldwide license to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, distributing, and otherwise making available to the general public such content, whether in whole or in part and in any format or medium currently known or developed in the future). We may assign or sub-license the above license to our affiliates and successors without any further approval by you. We do not have any obligation to store Your Content. Our license to Your Content is subject to your rights under applicable law and is for the limited purpose of operating, developing, providing, and improving the Platform, or researching and developing new services or platforms.
- vi. You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time, at our sole discretion. Furthermore, you understand and agree that we have no obligation to display or review Your Content.
- vii. You agree that SEENT may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to:
  - Comply with legal process
  - Enforce the terms of this Agreement
  - Respond to claims that any content violates the rights of third parties
  - Respond to your requests for customer service
  - Protect the rights, property, or safety of SEENT or any other person

b. User Content

- i. Other Users will also share content on the Platform. User Content belongs to the User that posted the content and is stored on our servers and displayed through the Platform at the direction of that User.
  - ii. Except as contemplated in this Agreement, you do not have any rights to User Content and you may only use other Users' personal information to the extent that such use of the information is consistent with SEENT's purpose and guidelines.
  - iii. You may not, under any circumstances, use other Users' information for commercial or unlawful purposes, such as to spam, harass, stalk, or make unlawful threats. Should we become aware that you have misused another User's information, we reserve the right to terminate your Account and restrict your access to the Platform.
  - iv. User Content is subject to the terms and conditions of Sections 512(c) and 512(d) of the Digital Millennium Copyright Act 1998. If you have a question or complaint about User Content, please see our [DMCA and Infringing Policy](#) for more information.
- c. Reviews
- i. We encourage Users to post feedback and reviews about SEENT, Artists, products purchased through the Platform, and/or events that Users have attended, which is an important part of the SEENT experience (collectively, "Reviews"). You agree that your Reviews will be truthful, accurate and based on your actual experience with the product, will comply with all of SEENT's review policies, and will comply with all applicable laws, regulations, and regulatory guidance, including the FTC Endorsement Guidelines. Users are prohibited from submitting Reviews in exchange for money, discounts, free products or refunds.
  - ii. You grant SEENT a worldwide, nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and/or display your Reviews, name and/or username, comments you provide relating to products on the Platform, and related content in any media, without limitation. By posting or submitting Reviews, you waive any moral rights therein or thereto.
  - iii. You acknowledge and agree that any Review that you post or submit may appear publicly on the platform and may be shared with the Artist or Promoter whose product or service you are reviewing. Use of your Review by an Artist or Promoter outside of the Platform is subject to that party's own terms and policies, not this Agreement.
  - iv. You acknowledge and agree that you will have no right to any payment or revenue participation from SEENT in connection with any Reviews or other content that you post when using the Platform.
  - v. You acknowledge and agree that SEENT does not verify Reviews for accuracy. SEENT has the right, but not the obligation, to monitor and remove any

Review(s). You agree that SEENT is not liable or responsible for any Review(s) posted by or on behalf of you or any third party.

d. SEENT Content

- i. All other intellectual property on the Platform (collectively, “SEENT Content”) is owned, controlled, and licensed by SEENT, absolutely and in its entirety. SEENT Content includes, without limitation, text, content, graphics, user interfaces, sounds, artwork, software, databases, logo designs (whether registered or unregistered), trademarks (whether registered or unregistered), and other similar protectible assets. All right, title, and interest in and to SEENT Content remains with SEENT at all times, together with the right to apply for protection of the same. All other trademarks, logos, service marks, company, or product names set forth in or appearing on the Platform are the property of their respective owners.
- ii. We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use SEENT Content, subject to the following conditions and limitations:
  - You may not use, sell, modify, or distribute SEENT Content, except as permitted by the functionality of the Platform
  - You may not use our name, trademarks, logos, or other insignia in metatags, keywords, or hidden text.
  - You may not create derivative works from, or otherwise commercially exploit, SEENT Content, in whole or in part, in any way.
  - You must use SEENT Content for lawful purposes only.
  - You may not sub-license your right to use or access SEENT Content.
- iii. The Platform is licensed, not sold, to you for use according to the terms of this Agreement. Subject to your complete and ongoing compliance with the terms of this Agreement, SEENT hereby grants you a personal, limited, revocable, non-transferable license to access and use the Platform solely for your own personal, non-commercial use, as further discussed in Section 5 of this Agreement.
- iv. SEENT reserves all other rights not expressly granted in this Agreement.

e. Prohibited Content.

- i. You may not upload or share Prohibited Content. “Prohibited Content” includes, without limitation, content that:
  - Contains language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other person (e.g., language that could be deemed discriminatory towards an individual’s race, color, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity, or physical appearance)
  - Is obscene, pornographic, violent, or otherwise may offend human dignity, or contains nudity
  - Is abusive, insulting or threatening, discriminatory, or otherwise promotes or encourages racism, sexism, hatred, or bigotry



- Encourages or facilitates any illegal activity (e.g., terrorism, inciting racial hatred, or any action that, in itself, constitutes committing a criminal offense)
- Is defamatory, libelous, false, or otherwise harmful to another person's reputation
- Relates to commercial activities, purposes, or arrangements outside of the purposes and intended uses of the Platform (e.g., gambling, games of chance, sweepstakes, contests, competitions, promotion or sales of alcohol, tobacco, or other controlled substances), advertising or promotion of third-party brands or products, solicitation for unrelated or unlawful services, links to other websites, or premium-rate telephone numbers)
- Contains spyware, adware, viruses, corrupt files, worm programs, or other malicious code designed to interrupt, damage, limit the functionality of, or otherwise disrupt software, hardware, telecommunications, networks, servers, or other equipment, Trojan horses or other material designed to damage, interfere with, wrongly intercept, or expropriate data or personal information, whether from SEENT or otherwise
- Infringes the rights of any third party (e.g., intellectual property rights or privacy rights)
- Was automatically-generated or otherwise not created by you, unless expressly authorized by SEENT
- Includes the image or likeness of another person without that person's consent (or, in the case of a minor, the minor's parent or guardian)
- Includes the image or likeness of a minor unaccompanied by the minor's parent or guardian, or is otherwise harmful to minors
- Impersonates any other person, including falsely stating your name;
- Is inconsistent with the intended purpose and uses of the Platform;
- May harm or damage the reputation of SEENT, its affiliates or partners, or other users

- ii. SEENT has a zero-tolerance policy with respect to Prohibited Content. Uploading or sharing Prohibited Content may result in the immediate suspension or termination of your Account or your access to the Platform.

f. Infringing Content.

- i. If you believe, in good faith, that any content or materials on the Platform infringe upon your intellectual property rights, please view our [DMCA and Infringing Content Policy](#) for information regarding how to make a complaint.
- ii. So that we are able to prevent unauthorized use of Your Content outside of the Platform, you authorize SEENT to act on your behalf with respect to infringing uses of Your Content, particularly to the extent that the content has been taken from the Platform by other users or third parties. This expressly includes the authority, but not the obligation, to send notices on your behalf, pursuant to 17 USC § 512(c)(3), if Your Content is taken and used by third parties outside of the Services (i.e., DMCA Takedown Notices). SEENT is not obligated to take any action with regard to use of Your Content by other users or third parties. Our license to Your Content is subject to your rights under applicable law (e.g., laws regarding personal data protection, to the extent the content contains personal information as defined by such laws).

## **5. SOFTWARE LICENSE GRANT**

- a. Subject to your complete and ongoing compliance with this Agreement, SEENT grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use a copy of the Platform on a desktop computer or mobile device that you own or control and to run such copy of the Platform solely to access the Platform for your own personal, non-commercial purposes. This license does not allow you to use the Platform on any device that you do not own or control. The terms of the license will govern any upgrades provided by SEENT that replace or supplement any aspect of the Platform, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.
- b. Certain software code incorporated into or distributed with the Platform may be licensed by third parties under various “open-source” or “public-source” software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the Sun Public License) (collectively, the “Open Source Software”). Notwithstanding anything to the contrary in this Agreement, the Open Source Software is not licensed under this Agreement and instead is separately licensed pursuant to the terms and conditions of the respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.
- c. We reserve the right to stop offering or supporting the Platform (or any particular portion or part thereof) or restrict access to the Platform at any time, at which point your license to use or access the Platform, or any part thereof, will be automatically terminated. In such event, we will not be required to provide refunds, benefits, or other compensation to users in connection with such discontinued access to the Platform.
- d. In consideration for SEENT’S permission to use or access the Platform, you agree that we, as well as any of our affiliates or third-party partners, may place advertising on the Platform.

## **6. USE ON MOBILE DEVICES**

- a. By accessing or using the Platform through a mobile device, you acknowledge that such use of the Platform is subject to the terms and conditions of using the mobile device and any underlying software, as set by the provider of the device or software (i.e., Apple/iOS App Store or Google Play). It is your sole responsibility to review the terms and conditions that apply to any relevant mobile devices before using the Platform thereon.
- b. You understand that the Platform is evolving and, as a result, you may be required to accept updates to the Platform or other software that you have installed on your mobile device. You acknowledge and agree that SEENT may update the Platform, with or without notifying you. You may need to update third-party software from time to time in order to access or use the Platform.
- c. We may ask for your permission to collect certain usage data from your device. By granting this permission, you agree that we may collect and use technical data and related information, including, but not limited to, UDID, device location, and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and

other services to you (if any) related to the Platform, and to anonymously track and report your activity inside of the Platform, including for analytics purposes.

- d. In consideration for SEENT'S permission to use or access the Platform, you agree that we, as well as any of our affiliates or third-party partners, may place advertising on the Platform. Additionally, by submitting suggestions or feedback to us regarding the Platform, you agree that we may use and share such feedback for any purpose without compensating you.
- e. We may provide you with emails, text messages, push notifications, alerts and other messages related to the Platform, such as enhancements, offers, products, events, and other promotions. When accessing the Platform, you may be asked to accept or deny push notifications or alerts. If you deny, you will not receive any push notifications or alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from SEENT or the Platform, you may opt out by changing your notification settings on your mobile device. With respect to other types of messaging or communications, such as emails or text messages, you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing your request to **admin@seen-t.com**.
- f. The Platform may also allow access to, or make available opportunities for you to view, certain content and receive products, services or other materials based on your location. To make these opportunities available, the Platform will determine your location using one or more reference points (e.g., GPS, Bluetooth, or software within your mobile device). If you have set your mobile device to disable GPS, Bluetooth, or other location-determining software, or otherwise do not authorize the Platform to access your location data, you will not be able to access such location-specific content, products, services, and materials. For more about how the Platform uses and retains your information, please read the Privacy Policy.

## 6. **PRIVACY**

For detailed information about how SEENT and its affiliates collect, use, and share your personal data, please read our Privacy Policy. By using the Platform, you agree that we may use your personal data in accordance with our Privacy Policy.

## 7. **FEES, PURCHASES, AND PAYMENT**

### a. General Payment Terms

- i. SEENT may make available certain fee-based content, functionalities, features, and/or other e-commerce services on and/or in connection with the Platform or through third-party service providers ("Premium Services"). Prices for Premium Services will be specified on the Platform. Users agree to pay all amounts due in accordance with the payment terms in effect when purchasing Premium Services, including any applicable taxes and service, transaction, or processing fees. All transactions are in U.S. dollars (USD) unless otherwise specified at the point of payment.
- ii. You acknowledge and agree that certain Premium Services may utilize third-party service providers. You further acknowledge and agree that SEENT

does not operate, own, or control any third-party payment processors. Use of your payment information is governed by your agreements with, and the privacy policies of, the payment processors, not this Agreement. You agree to immediately notify payment processors of any change to billing details or other information for your payment card(s).

- iii. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially-used Subscriptions, except if the laws applicable in your jurisdiction provide for refunds. You agree that you will not make unjustified requests for a refund from SEENT, any payment processor, or any payment card provider in relation to any transaction through the Platform. If we determine that a User's request for a refund or chargeback request was made in bad faith, we reserve the right to suspend or delete that User's Account.
- iv. We may suspend or terminate access to the Platform, including Premium Services, for any Account on which any amount is due but unpaid. In addition to the amount due for the Premium Services, a delinquent Account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.
- v. SEENT is not responsible and has no liability whatsoever for goods or services that Users may obtain through third-party service providers or other websites or web pages. SEENT encourages Users to take all necessary or appropriate measures before proceeding with any online transaction with any of these third parties.
- vi. The Platform may enable Users, in their individual and personal capacities, to acquire tickets for events, providing such Users with entry into venues and other establishments. Tickets purchased through the Platform are for your individual use only. You may not purchase tickets on behalf of, or in conjunction with, any commercial third party. You may not purchase tickets for events that you do not plan to attend. You may not purchase tickets solely for the purpose of transferring, re-selling, or otherwise conveying the tickets to another party through the Platform or any other means such as third-party ticket resellers, ticket brokers, or other ticket marketplaces.

b. Subscription Terms

- i. Some Premium Services may be billed on a subscription basis ("Subscriptions"), and some Subscriptions may be automatically-renewing. IF YOU PURCHASE AN AUTOMATICALLY-RENEWING SUBSCRIPTION, YOUR SUBSCRIPTION WILL RENEW AT THE END OF THE PERIOD, UNLESS YOU CANCEL, AT SEENT'S THEN-CURRENT PRICE FOR SUCH SUBSCRIPTIONS. To avoid charges for a new subscription period, you must cancel, as described below, before the end of the then-current subscription period. Deleting your Account or deleting the App from your device does not cancel your subscription. If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

- ii. Users may cancel Subscriptions, as well as payments in connection with Subscriptions, at any time. Termination of a Subscription takes effect in the subsequent (not current) term for that Subscription. Once a Subscription has been canceled, the canceling User's access to the Subscription and associated features will terminate at the end of the term or cycle during which the cancellation was initiated. Users will not be entitled to a refund for any subscription-based offerings on the Platform.
- iii. *For Users residing in New York:*
  - Upon notice in writing and delivered to [ENTITY NAME], [MAILING ADDRESS], Users may place any Subscriptions on hold for up to one year.
  - How your information is used and how you may access your information is set forth in our [Privacy Policy](#).
- iv. *For Users residing in North Carolina:* You may review the North Carolina Buyer's Rights [here](#).
- v. *For Users residing in California:*
  - You may cancel any Subscriptions, without penalty or obligation, at any time prior to midnight of the third business day following the date on which you subscribed. If you subscribed using an external service, you must cancel through your external service.
  - If you subscribed through your Apple ID, refunds are handled by Apple/Google, not SEENT. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>.
  - All other users may request a refund by contacting SEENT's customer service department at [admin@seen-t.com](mailto:admin@seen-t.com), or by mailing or delivering a signed and dated notice stating that you (the buyer) are canceling this Agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier that you may have used to create your account. This notice should be sent to: [ENTITY NAME], ATTN: Cancellations, [MAILING ADDRESS].
  - You may have this Agreement e-mailed to you by sending a letter to Terms Inquiries at [MAILING ADDRESS].
  - In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- vi. *For Users residing in Arizona, Connecticut, Illinois, Iowa, Minnesota, Ohio, Rhode Island, and Wisconsin:*

- You may cancel any Subscriptions, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.
- In the event that you die before the end of your Subscription period, your estate will be entitled to a refund of that portion of any payment you had made for your Subscription which is allocable to the period after your death.
- In the event that you become disabled (such that you are unable to use the Platform) before the end of your Subscription period, you will be entitled to a refund of that portion of any payment you had made for your Subscription which is allocable to the period after your disability by providing the company notice in the manner set forth herein.

## 8. EXTERNAL SERVICES AND THIRD-PARTY CONTENT

### a. Third-Party Systems and App Stores

- i. The following additional terms and conditions apply to you if you download the App from a third-party platform such as the Apple App Store and Google Play Store (“Third-Party Store”). To the extent that the other terms of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this section, the more restrictive or conflicting terms and conditions in this section will apply, but solely with respect to the App and the Third-Party Store. You acknowledge and agree that:
  - This Agreement is concluded solely between you and SEENT, not with the providers of any Third-Party Store, and SEENT (not the Third-Party Store providers) is solely responsible for the App and the content thereof. To the extent that this Agreement provides usage rules for the App that are less restrictive or in conflict with the applicable terms of service of the Third-Party Store from which you obtain the App, the more restrictive or conflicting terms of the Third-Party Store will take precedence and will apply.
  - The Third-Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. SEENT is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third-Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
  - SEENT, not the Third-Party Store provider, is responsible for addressing any claims that you or any third party may have relating to the App or your possession or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; or (4) intellectual property infringement claims.
  - The Third-Party Store provider and its subsidiaries are third-party beneficiaries of this Agreement, and, upon your acceptance of this

Agreement, the Third-Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

- ii. In the event of a conflict between a Third-Party Store's or mobile carrier's applicable terms and conditions and this Agreement, the terms and conditions of the Third-Party Store or mobile carrier will govern and control. We are not responsible, and have no liability whatsoever, for third-party goods or services you obtain through a Third-Party Store or mobile carrier. We encourage you to conduct whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

b. Third-Party Links and Services

- i. If you use a service, feature, or functionality that is operated by a third party and made available through the Platform (including services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. SEENT is not responsible or liable for a third party's terms or actions taken under the third party's terms.
- ii. Certain features of the Platform may require access to and use of your device's map features or functionality, such as Google Maps or other External Services. Any use of those features will be subject to the terms and conditions applicable to such External Services. By using the Platform, you may also be required to agree to the end-user terms for any such third-party services. It is your sole responsibility to review the terms and conditions that apply to the third-party services before using those services in conjunction with the Platform. This Agreement does not apply to any activities conducted via third-party services.
- iii. The Platform may contain links to third-party websites, advertisers, products, services, or other events or activities that are not owned or controlled by SEENT. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Platform or use a third-party service, you do so at your own risk, and you understand that this Agreement and the SEENT Privacy Policy do not apply to your use of such third-party sites or services. You expressly relieve SEENT from any and all liability arising from your use of any third-party website, service, or content.
- iv. Additionally, your dealings with or participation in promotions of advertisers found on the Platform, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.
- v. If you are a California resident, you hereby waive California Civil Code Section 1542 (and any other similar applicable state statute), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

- vi. Some links to third-party sites may be monetized by third-party services. SEENT may receive compensation for its role in the purchasing process by referring prospective purchasers to products on third-party sites. This compensation does not affect the final purchase price of such products. This referral disclosure is provided in accordance with the United States Federal Trade Commission's 16 CFR § 255.5.

b. External Service Purchases

- i. When making a purchase on the Platform, you may have the option to pay through an external service and your external service account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your external service account. Some external services may charge you sales tax, depending on where you live, which may change from time to time.
- ii. If you initiate a chargeback or otherwise reverse a payment made with your external service account, we may terminate your Account immediately, at our sole discretion. We will retain all funds charged to your external service account until you cancel your subscription through your external service account. Certain Users may be entitled to request a refund.

**9. ACCOUNT TERMINATION**

- a. You can delete your Account at any time by logging into your Account on the Platform and following the instructions to terminate your Account. However, you will need to cancel or manage any external service purchases through your external service account (e.g., iTunes, Google Play) to avoid additional billing.
- b. We reserve the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated this Agreement, misused the Platform, or behaved in a way that we deem inappropriate or unlawful, on or off the Platform. We reserve the right to make use of any personal, technological, legal, or other means available to enforce this Agreement, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Platform.
- c. If your Account is terminated by you or by SEENT for any reason, the terms of this Agreement continue and remain enforceable between you and SEENT, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our Privacy Policy.

**10. DISCLAIMERS**

- a. The following disclaimers are made on behalf of SEENT, its officers, employees, directors, shareholders, affiliates, agents, and licensors (collectively, the "Covered Parties").
- b. SEENT PROVIDES THE PLATFORM ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO



WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT (i) THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (ii) ANY DEFECTS OR ERRORS IN THE PLATFORM WILL BE CORRECTED, OR (iii) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE PLATFORM WILL BE ACCURATE.

- c. SEENT TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU, OTHER USERS, OR THIRD PARTIES POST, SEND, OR RECEIVE THROUGH THE PLATFORM, NOR DO WE TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH THE PLATFORM. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM (i) ANY SECURITY BREACH, (ii) ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, (iii) COMPUTER LINE OR NETWORK FAILURE, OR (iv) ANY OTHER TECHNICAL OR OTHER MALFUNCTION.
- d. You are responsible for the use of your Account and SEENT expressly disclaims any liability arising from the unauthorized use of your Account. Should you suspect that any unauthorized party may be using your Account, or you suspect any other breach of security, you agree to notify us immediately.
- e. You understand that SEENT does not conduct criminal background or identity verification checks on its Users or otherwise inquire into the background of Users. We make no representations or warranties as to the conduct, identity, intentions, legitimacy, or veracity of Users. We reserve the right to conduct—and you authorize us to conduct—any criminal background check or other screenings at any time using available public records and you agree that any information you provide may be used for that purpose. If we decide to conduct any screening through a consumer reporting agency, you hereby authorize us to obtain and use a consumer report about you to determine your eligibility under the terms of this Agreement.
- f. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE PRECAUTIONS. COMMUNICATIONS RECEIVED THROUGH THE PLATFORM, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY SEENT, MAY RESULT FROM USERS ENGAGING WITH THE PLATFORM FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR. YOU AGREE TO USE CAUTION IN ALL INTERACTIONS WITH OTHER USERS, PARTICULARLY IF YOU DECIDE TO COMMUNICATE OUTSIDE OF THE PLATFORM OR MEET IN PERSON.

- g. USERS ARE NOT COVERED PARTIES WITHIN THE MEANING OF THESE TERMS. WE DO NOT CONTROL OR HAVE THE RIGHT TO CONTROL USERS, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SUPPLEMENTAL TERMS, OR AS REQUIRED BY APPLICABLE STATE OR FEDERAL LAW, REGULATION, OR ORDINANCE.

## 11. INDEMNITY; LIMITATION OF LIABILITY

### a. Indemnification

- i. You agree to indemnify and hold harmless the Covered Parties against any and all claims, damages, losses, costs, liabilities, and expenses or fees (including reasonable attorneys' fees), of any kind, relating to or arising out of: (i) your use of the Platform; (ii) your violation or breach of any provision of this Agreement, any additional or supplemental rules or policies relating to the Platform, or any applicable law or regulation, whether or not referenced herein; (iii) your violation of any rights of any third party; (iv) your use of, or inability to use, the Platform.
- ii. SEENT reserves the right, at its sole discretion and expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. This provision does not require you to indemnify any of the Covered Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression, or omission.

### b. Limitation of Liability

- i. YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL THE COVERED PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM OR THIS AGREEMENT, HOWEVER ARISING (INCLUDING NEGLIGENCE), EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. IN NO EVENT WILL SEENT'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE PLATFORM EXCEED THE AMOUNT, IF ANY, PAID BY YOU IN CONNECTION WITH THE PLATFORM WHILE YOU HAVE AN ACCOUNT.

- iii. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION WILL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.
- iv. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### 13. DISPUTE RESOLUTION

- a. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND SEENT ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND SEENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.
- b. Governing Law
  - i. This Agreement and any and all claims, disputes, or other legal proceedings by or between you or SEENT, including, but not limited to, any such claims or disputes that are in any way related to or arising under this Agreement or your access to or use of the Platform, SEENT websites or platforms, or the App, will be governed by the laws of the State of California without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction.
  - ii. The parties agree that their arrangement under this Agreement is in interstate commerce and that the Federal Arbitration Act applies to the construction of the arbitration provisions below. For any claim, dispute, or other legal proceeding not subject to the arbitration provisions below, the claim or dispute will be brought and litigated exclusively in the state courts located within Los Angeles County, California or the federal courts in the Central District of California, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.
- c. Agreement to Arbitrate.
  - i. If you reside in the United States, subject to the Exceptions to Arbitration set forth below, you and SEENT each agree that any and all disputes between users and SEENT arising under or related in any way to this Agreement or such user's use of the Platform, SEENT websites or platforms, or the App must be resolved through binding arbitration as described in this section.
  - ii. With the exception of the prohibition on class arbitrations set forth in this "Dispute Resolution" section, if an arbitrator or court decides that any part of this

Agreement to Arbitrate is unenforceable, the other parts of this Agreement to Arbitrate will still apply.

d. Exceptions to Arbitration

- i. This Agreement to Arbitrate will not apply to the following: (1) small claims court cases that qualify; (2) legal proceedings that involve efforts to obtain user-identifying information; (3) any legal proceedings brought against SEENT by companies or other legal entities or individuals acting on behalf of such companies or other legal entities; (4) any legal proceedings brought by SEENT against companies or other legal entities or individuals acting on behalf of any such companies or other legal entities; and (5) a party's right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
- ii. If, for some reason, the prohibition on class arbitrations set forth in this Dispute Resolution section cannot be enforced, then the entirety of this Agreement to Arbitrate will not apply. Where this Agreement to Arbitrate does not apply, the remainder of this Agreement, and the Dispute Resolution section, will continue to apply.

e. Informal Dispute Resolution

- i. If either of you or SEENT intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute, in writing, at least 30 days in advance of initiating arbitration.
- ii. Notice to SEENT should be sent to [MAILING ADDRESS]. If you have an Account, notice to you will be sent to the e-mail address associated with your Account.
- iii. The notice of dispute ("Notice") must (1) describe the nature and basis of the claim or dispute and (2) set forth the specific relief sought. If you and SEENT do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or SEENT may commence formal arbitration proceedings.

f. Arbitration Procedure

- i. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), if applicable, as modified by this section. Any settlement offer made by you or SEENT may not be disclosed to the arbitrator. Unless otherwise required by the applicable arbitration rules, the arbitration will be held in Los Angeles, California.
- ii. For any claim where the total amount of the award sought is \$10,000 or less, you and SEENT may elect to have the arbitration conducted by telephone or based solely on written submissions, which election will be binding on you and SEENT, subject to the arbitrator's discretion to require an in-person hearing. In

cases where an in-person hearing is held, you or SEENT may attend by telephone, unless the arbitrator requires otherwise.

- iii. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

g. Opt-Out Procedure

- i. IF YOU ARE A NEW SEENT USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE SEENT TERMS OF USE FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO **Seent**, RE: OPT-OUT NOTICE, [ADDRESS].
- ii. For your convenience, we are providing an Opt-Out Notice form you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the e-mail address(es) associated with the SEENT account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective.
- iii. This procedure is the only way you can opt out of the Agreement to Arbitrate.
- iv. If you opt out of the Agreement to Arbitrate, all other parts of this Agreement and this Dispute Resolution section will continue to apply. Opting out of the Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements between you and SEENT.

h. Modification of the Agreement to Arbitrate

- i. Notwithstanding any provision of this Agreement to the contrary, you and SEENT agree that, if SEENT makes any changes to this Dispute Resolution section (other than a change to any referenced notice address or site link) in the future, that change will not apply to any claim that was filed in a legal proceeding prior to the effective date of the change. The change will apply to all other disputes or claims governed by this Agreement that have arisen or may arise between you and SEENT.
- ii. We will notify you of changes to this Dispute Resolution section by posting the changes on the Platform at least thirty (30) days before the effective date of the changes and also by e-mail. If you do not agree to any modified terms, you may close your account within the thirty (30) days between the notification date and the effective date, and you will not be bound by the changes.

## 14. MISCELLANEOUS

### a. Governing Law; Venue

- i. This Agreement and any disputes arising under or related to this Agreement, the Platform, our Privacy Policy, or any supplemental or additional terms relating to the Platform will be governed by the laws of the **State of California**, without reference to its conflict of law principles. You agree to submit to the exclusive personal jurisdiction and venue of the courts located within California for any legal proceeding arising from the same, regardless of the cause of action or which party has initiated the legal proceeding.
- ii. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and SEENT agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in **Los Angeles, California** if you are a California citizen or resident, and in the United States District Court for the District in which you reside if you are not a California citizen or resident.

### b. Severability

If any clause or provision set forth in this Agreement is determined to be illegal, invalid, or unenforceable under present or future law, the clause or provision will be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

### c. Waiver

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of such right or acceptance of any variation of the Agreement, and nor will any single or partial exercise by either party of any right, power, or privilege preclude any further exercise of the right or the exercise of any other right, power, or privilege.

### d. Integration

This Agreement, together with any amendments, policies, and additional agreements between you and SEENT in connection with Platform, will constitute the entire agreement and understanding between you and SEENT concerning the Platform. You acknowledge and agree that you have not relied upon any statement, promise, or representation made or given by or on behalf of SEENT that is not set out in this Agreement or any document expressly referenced herein.

### e. Interpretation

- i. The headings in this Agreement are for convenience only and have no legal or contractual effect.
- ii. To the extent allowed by law, the English version of this Agreement is binding, and any translations are provided for convenience only.

- iii. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the subject entities or persons.
- iv. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

f. Relationship of the Parties

This Agreement does not create, and may not be construed to create, any agency, partnership, joint venture, fiduciary, or other special relationship or employment. You may not make do not have the authority to bind or make representations on behalf of SEENT in any manner.

g. Assignment; Transfer

You agree that your Account is non-transferable and all of your rights to your Account, and its content, terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by SEENT without restriction.

h. Notices; Electronic Communications

- i. SEENT may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via e-mail, written or hard copy, or through conspicuous posting on our websites or platforms, as determined by SEENT in its sole discretion. We reserve the right to determine the form and means of providing notifications to users, provided that you may opt out of certain means of notification as described in this Agreement. We are not responsible for any automatic filtering that you or your network provider may apply to e-mail notifications sent to the e-mail address associated with your Account. We recommend that you add **admin@seen-t.com** to your e-mail contacts or address book to help ensure that you receive e-mail notifications from us.
- ii. By accessing the Platform or registering for an Account, you consent to receive communications from SEENT in electronic form, and agree that all terms and conditions, agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications would satisfy if they were in writing. This section does not affect your statutory rights.