

Agreement Term	means the initial term, together with any extensions agreed in accordance with subclauses herein (Duration);
Authorised Contact	means each authorised representative appointed by each of Service Recipient and Supplier, whose details are set out in clause 12 (Authorised Contacts), or as otherwise notified to the other party in writing;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption]
Business Day	means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open in Glasgow for non-automated normal business;
Other entity	Means the individual or organisation which forms the Service Recipient in this Agreement and the Participant in the Event logs in through the website of You or other entity
Confidential Information	means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology,

	know-how, Intellectual Property Rights, assets, strategy, products and customers, Suppliers, Participants, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party;
Fees	means the fees and other amounts payable under this Agreement for the Service as set out in the Clauses below and in the Charges Schedule;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot or civil commotion; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire; flood, natural disaster, or adverse weather conditions. Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, overcommitment or market or other circumstances which may make the terms of this Agreement unattractive to a party;

Event Platform	Means the Event software and Suppliers site which Participants log in to and use (after creating the relevant account). Providing the Service Recipient and the Participants with software and connectivity (as long as the participant can connect via some means to the Supplier's Site) to allow real time participation in the Event, Other Events and any other activity processing entries via website or mobile site.
Intellectual Property Rights	means copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, database rights and rights in data, semiconductor chip topography rights, rights in all programs and code; rights in game names and questions; logos; brands; all names involved in the Prize competitions; the right to sue for passing off, utility models, domain names and all similar rights and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;
Key Contracts	means those agreements between Supplier and its suppliers or subcontractors engaged in connection with the provision of the Services, as listed in the Services Schedule;
Participants	People logging in, through the Website or Other Organisation which they use Services
Event	means a planned public or social occasion, a thing that happens or takes place, especially one of importance, in accordance with these terms and conditions.
Replacement Supplier	means any third party who provides services to Service Recipient which replace, substitute or succeed the Services (or any part of them);
Services	means the services detailed in the Services Schedule;
Services Agreement	Agreement between the Supplier and the Service Recipient
Service Recipient Data	means all data, information, and other materials in any form (including derivatives) relating to Service Recipient (and/or its customers) and which may be accessed, generated, collected, stored or transmitted by Supplier (or any Supplier contractor) in the course of the performance of the Services;
Service Recipient Materials	means any Service Recipient policies, software, Service Recipient Data, calculations, algorithms, methods, information and other materials created or supplied by Service Recipient;

Service Standards	means to no lesser standard of care, skill and diligence than that used by Supplier when providing the relevant Services in its own operations, which failing where circumstances justify, a reasonable standard of care, skill and diligence; and
Suppliers Site	means the website Participants are redirected to in order to participate in the Event, or any other activity.
VAT	means: (i) value added tax as defined in the Value Added Tax Act 1994; and (ii) any similar tax in any other jurisdiction.
You	means you and includes your employees, consultants, representatives and agents.
Organiser	means event creators using the Services to create events displayed on the websites for Consumers or Participants using our Services
Terms	Terms of Service and the other documents referenced in them comprise "Terms."

Thank you for considering using the Total Tickets platform.

Before you use the platform please read these Terms of Service carefully as they contain important information that may affect your legal rights. If you access or use any of TT's Services, you are agreeing to comply with and be bound by these Terms and conditions, and you accept that they are applicable to you.

1. Accepting These Terms

1.1 TotalTickets's products, features and offerings are available (a) online through TotalTicket's website and mobile applications) are collectively referred to as "TotalTickets Sites" or our "Services". These Terms apply to any Site(s) on which they are posted; where other terms or agreements are instead posted, those terms or agreements apply to the extent they conflict with these Terms.

1.2

When these Terms use the term "TotalTickets," "we," "us," or "our," that refers to

Secure play Ltd, TotalTickets Ltd. and its affiliates, and subsidiaries, and each of its and their respective officers, directors, agents, partners and employees.

2.

1.4 These Terms of Service and the other documents referenced in them comprise "Terms." These Terms are a legally binding agreement between you and TotalTickets governing your access to and use of the Services and setting out your rights and responsibilities when you use the Services. By using any of our Services (including browsing a Site), you are agreeing to these Terms. If you do not agree to these Terms, please do not use or access the Services. If you will be using the Services on behalf of an entity (such as on behalf of your employer), you agree to these Terms on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that entity as well as yourself.

2. TotalTickets Services

2.1 TotalTickets Services provide platform for Organisers to create events, including webpages related to their events, marketing for those events to **Participants** or browsers on the Services or anywhere online, manage everything to do with the event, including but not limited to donations, sell merchandise or accommodations related to those events to **Participants** or others.

3.

2.2 TotalTickets is not the producer, or organiser of any of the events listed on the Services. Total tickets provides a platform for organisers to add its Services and make them available for viewing or sale, The Platform allows Organisers to manage tickets, client data and registration as well as marketing their events. The Organiser is solely responsible for ensuring that any information posted on the platform and any page displaying an event on the Services is factually correct and meets all applicable laws, rules and regulations, and that the goods and services described on the event page are delivered as described and in an accurate satisfactory manner. Consumers must use whatever payment processing method the Organiser selects. If the Organiser selects a payment processing method that uses a third party to process the payment, then neither TotalTickets nor any of its payment processing partners processes the transaction but we transmit the Consumer's payment details to the Organiser's designated payment provider.

4. 3-4

5. Privacy and Consumer Information

3.1 We know your personal information is important to you Information provided to TotalTickets, is governed by our PRIVACT POLICY

6.

4. Term; Termination

4.1 These Terms apply to you as soon as you access the Services by any means and continue in effect until they are terminated. There may come a time where either you or TotalTickets decides it's best to part ways as described in Sections 4.2 or 4.3 below. When that happens, these Terms will generally no longer apply. However, as described in Section 4.4, certain provisions will always remain applicable to both you

and TotalTickets.

4.2 TotalTickets may terminate your right to use the Services at any time (a) if you violate or breach these Terms; (b) if you misuse or abuse the Services, or use the Services in a way not intended or permitted by TotalTickets. You agree that TotalTickets will not be liable to you or any third-party as a result of its termination of your right to use or otherwise access the Services.

4.4 All provisions of these Terms that by their nature should survive termination of these Terms will survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licences).

5-6

6. Release and Indemnification

6.1 Release. You hereby agree to release TotalTickets from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including other Users) in connection with the Services or any event listed on the Services. In addition, you waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY 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 RELEASED PARTY."

6.2 Indemnification. You agree to defend, indemnify and hold TotalTickets and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "Claim") relating to or arising out of: (a) your breach of these Terms (including any terms or agreements or policies incorporated into these Terms); (b) your use of the Services in violation of these Terms or other policies we post or make available; (c) your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party; (d) TotalTickets's collection and remission of taxes; and (e) if you are an Organiser, your events (including where TotalTickets has provided Services with respect to those events), provided that in the case of (e) this indemnification will not apply to the extent that the Claim arises out of TotalTickets's gross negligence or willful misconduct. TotalTickets will provide notice to you of any such Claim, provided that the failure or delay by TotalTickets in providing such notice will not limit your obligations hereunder except to the extent you are materially prejudiced by such failure. Also, in certain circumstances, TotalTickets may choose to handle the Claim ourselves, in which case you agree to cooperate with TotalTickets in any way we request.

7-8

7. Disclaimer of Warranties and Assumption of Risks by You

We strive to provide a platform that allows you to acquire products and Services in the way you require, but there are some things it is important for you to understand, as we don't provide any of the products or services we cannot promise that they will meet your needs.

To the extent permitted by applicable laws, the Services are provided on an "as is" and "as available" basis. TotalTickets expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. For example, TotalTickets makes no warranty that (a) the Services (or any portion of the Services) will meet your requirements or expectations; (b) the Services will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the Services will be accurate or reliable.

You acknowledge that TotalTickets has no control over and does not guarantee the quality, safety, accuracy or legality of any event or Content associated with an event, the truth or accuracy of any information provided by Users (including the Consumer's personal information shared with Organisers in connection with events) or the ability of any User to perform or actually complete a transaction. TotalTickets has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of any third parties TotalTickets requires to provide the Services or an Organiser chooses to assist with an event.

You understand and agree that some events may carry inherent risk, and by participating in those events, you choose to assume those risks voluntarily. For example, some events may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those events.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the minimum extent permitted by law.

8. Limitation of Liability

8.1 To the extent permitted by applicable laws, or as otherwise set forth herein, TotalTickets and any person or entity associated with TotalTickets 's provision of the Services (e.g., an affiliate, vendor, strategic partner or employee) ("Associated Parties"), will not be liable to you or any third party, for: (a) any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute services (even if TotalTickets has been advised of the possibility of such damages); or (b) Your Content. In addition, other than the obligation of TotalTickets to pay out Event Registration Fees in certain circumstances to certain organisers under the Merchant Agreement, and only in accordance with the terms therein, the maximum aggregate liability of TotalTickets or Associated Parties is limited to the following:

(i) for Organisers of events with paid tickets, and subject to the terms of the Merchant Agreement, the fees (net of TotalTickets Payment Processing Fees) that you paid us in the three (3) month period immediately preceding the circumstances giving rise to your claim;

and

(ii) for Organisers of events with free tickets only, Consumers or other Users, (1) the total amount of all tickets or registrations that you purchased or made through the Services in the three (3) month period immediately preceding the circumstances giving rise to your claim; or (2) if you made no such purchases, one hundred Pounds (GDP £100).

8.2 Nothing in these Terms is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those liability and other limitations which are lawful in your jurisdiction (if any) will apply to you and our liability is limited to the maximum extent permitted by law.

9-10

9. IMPORTANT: BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. ANY DISPUTE OR CLAIM UNDER THESE TERMS OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY; YOU AGREE THAT CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED AND ANY RIGHTS TO BRING SUCH ACTIONS ARE WAIVED BY EACH PARTY.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

(a) Contact Us First.

If you have a question or concern about the Services, please contact us first. Our customer support team will try to answer your question or resolve your concern.

(b) Agreement to Arbitrate.

In the unlikely event that our customer support team is unable to resolve your concerns, the parties (you and we) each hereby agree to resolve any and all disputes or claims under these Terms, with respect to the Services, or related to our relationship through binding arbitration or in small claims court (to the extent the claim qualifies) instead of in courts of general jurisdiction, and only on an individual basis. In no event may either we or you seek to resolve a dispute with the other as part of any purported class, consolidated or representative proceeding. Binding arbitration is subject to very limited review. Only the arbitrator appointed pursuant to this Section, and not any federal, state or local court will have the authority to resolve any dispute or claim relating to this Section including, without limitation, regarding the scope, enforceability and arbitrability of these Terms. This arbitration provision will survive

termination of these Terms. These Terms evidence a transaction in interstate commerce and the interpretation and enforcement of this Section 9 is governed by the Federal Arbitration Act, notwithstanding the choice of law set forth in Section 9(h) below.

(c) Scope of Agreement.

This agreement to arbitrate is intended to be broadly interpreted as to legal disputes between you and us. It includes, but is not limited to: (i) all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); and (iii) all claims that may arise after termination of these Terms and/or your use of the Services.

(d) Exceptions.

Notwithstanding this Agreement to arbitrate, either party may (i) bring an action on an individual basis in small claims court (to the extent the applicable claim qualifies); or (ii) bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorised use of intellectual property in state or federal court in the U.S. Patent or Trademark Office to protect its Intellectual Property Rights ("Intellectual Property Rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). In addition, the portion of any dispute or complaint relating to our participation in the US-EU or US-Swiss Privacy Shield Frameworks is subject to the Dispute Resolution section of our Privacy Policy before being subject to this Section.

(e) No Class Actions.

YOU AND TOTALTICKETS 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, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

(f) Notice of Dispute.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to TotalTickets must be addressed to the following address ("Notice Address") and must be sent by registered post: TotalTickets Galt House 31 Bank street , Irvine , KA12 0LL, UK. Notice to you will be addressed to a postal, home or payment address currently on record with TotalTickets and must be sent by certified post. If TotalTickets has no records of such physical address, such notice may be delivered to your TotalTickets account email address. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If TotalTickets and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or TotalTickets may commence an arbitration proceeding.

(g) Arbitration Proceedings.

Arbitration has long played a role in settling disputes in Scotland, and on 7 June 2010 all provisions of the new [Arbitration \(Scotland\) Act 2010](#) came into force. The new Act brings Scotland to the forefront of modern arbitral law and practice. All issues in dispute between the parties are for the arbitrator in Edinburgh to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Section

9.

(h) Location of Arbitration Proceedings Arbitration has a long history in Scotland, spanning some seven hundred years, and yet in the Arbitration (Scotland) Act 2010 (“the Scottish Act”) Scotland has one of the most modern systems of arbitration in the world.

The Scottish Act is similar to the 1996 Act in use in England and Wales, and will feel instantly familiar to international arbitration practitioners. Indeed, the Scottish Courts have held that English case law applying to the Act in force there since 1996 can be used to interpret the Scottish Act. This provides predictability and certainty to the Scottish regime. However, there are some key differences:

- Arbitration in Scotland is a confidential process, and unlike the position in most jurisdictions, the duty to treat proceedings as confidential is backed up by legislation. The obligation to treat all matters relating to the arbitration confidentially is enshrined in the Scottish Act and is has been strongly backed by the Scottish courts.
 - If a challenge is made to court in respect of an arbitration, the courts will keep the parties’ names, and details of the case anonymous, so as to preserve confidentiality. It is possible to persuade the Court that the case should not be reported at all.
 - There are no appeals on points of law where the arbitration is an international arbitration. Where the arbitration is ‘domestic’ (concerns two parties based in Scotland), the parties can exclude ‘legal error’ appeals by agreement.
 - To reduce unnecessary court challenges, the Scottish Act limits appeals to the Court, and from the Court to the appeal court (the Inner House). There is no appeal to the Supreme Court.
- . Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All decisions by the arbitrator will be final and binding and judgment on the award rendered may be entered in any court having jurisdiction.

(i) Costs of Arbitration; Legal Fees.

i. **Payment of Costs and Expenses.** Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA rules, provided that if you are initiating an arbitration against TotalTickets and the value of the relief sought is ten thousand dollars (\$10,000) or less, then TotalTickets will advance all filing, administrative and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). Further, if the circumstances in the preceding sentence apply and your claim arises from your use of the Services as a Consumer,

ii. Payment of Legal Fees. Just as in any court proceeding, each party will initially bear its own legal fees and expenses in connection with any arbitration. Should either party be determined to have substantially prevailed in the arbitration, then upon such party's request, the arbitrator will award such prevailing party the reasonable legal fees and expenses that it incurred in connection with the arbitration, provided that to the extent that the dispute or claim relate to your personal or household use of the Services (rather than business use) TotalTickets may seek to recover its legal fees and expenses in an arbitration initiated by you. The arbitrator may make rulings and resolve disputes as to the reimbursement of legal fees and expenses upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(j) Future Changes. Notwithstanding any provision in these Terms to the contrary, you and TotalTickets agree that if TotalTickets makes any future change to this arbitration provision (other than a change to the Notice Address) TotalTickets will provide you with notice of such change and you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision as unmodified by such rejected change.

(k) Special Severability.

In the event that any provisions of this **Section 9** are found to be invalid or unenforceable for any dispute or claim, then, the entirety of this Section 9 will be null and void with respect to such dispute or claim and Section 23 will apply in lieu of this Section 9.

(l) Opt Out.

You have the right to opt out and not be bound by the arbitration or class action waiver provisions set forth above by sending (from the email address we associate with you as a User) written notice of your decision to opt-out to info@totaltickets.org with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Services or your agreement to these Terms (whichever is later); otherwise, you will be bound to arbitrate disputes in accordance with the terms of those paragraphs. Note that if you opt out of these arbitration provisions, TotalTickets also will not be bound by them.

10. Licence to the TotalTickets Services

10.1 Licence to Services. We grant you a limited, non-exclusive, non-transferable, non-sublicensable (except to sub-Users registered via the Services), revocable right to use our Services solely to (a) browse the Services and search for, view, register for or purchase tickets or registrations to an event listed on the Services; and/or (b) create event registration, organiser profile and other webpages to promote, market, manage, track, and collect sales proceeds for an event. Your use of the Services must be in compliance with these Terms and in compliance with all applicable local, state, provincial, national and other laws, rules and regulations. In addition, by using any search functionality or address auto-population tools, you are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy](#)

[Policy](#)).

10.2 Restrictions on Your Licence. Without limitations on other restrictions, limitations and prohibitions that we impose (in these Terms or elsewhere), you agree you will not directly or indirectly (a) copy, modify, reproduce, translate, localise, port or otherwise create derivatives of any part of the Services; (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organisation of all or any part of the Services; (c) rent, lease, resell, distribute, use the Services for other commercial purposes not contemplated or otherwise exploit the Services in any unauthorised manner; (d) remove or alter any proprietary notices on the Services; or (e) engage in any activity that interferes with or disrupts the Services.

10.3 Our Intellectual Property and Copyrights. You agree that all Site Content may be protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. TotalTickets may own the Site Content or portions of the Site Content may be made available to TotalTickets through arrangements with third parties. Site Content included in or made available through the Services is the exclusive property of TotalTickets and is protected by copyright laws. You agree to use the Site Content only for purposes that are permitted by these Terms and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved.

10.4 Trademarks. The trademarks, service marks and logos of TotalTickets (the "TotalTickets Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of TotalTickets. Other company, product and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks," and, collectively with TotalTickets Trademarks, the "Trademarks"). The offering of the Services will not be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trademark displayed in connection with the Services without the prior written consent of TotalTickets specific for each such use. The Trademarks may not be used to disparage TotalTickets, any third party or TotalTickets's or such third party's products or services, or in any manner that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless TotalTickets approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any TotalTickets Trademark will inure to TotalTickets's benefit. Site Content may also be protected by copyrights owned by TotalTickets and/or third parties. Please note that if you copy portions of the Services you are violating these patent rights and copyrights.

10.5 Use of Sub-domains. TotalTickets may provide you with the right to use a sub-domain within the Site (e.g., [sub-domain prefix]. TotalTickets.org) for a given event. All such sub-domains are the sole property of TotalTickets and we reserve the right to determine the appearance, design, functionality and all other aspects of such sub-domains. In the event TotalTickets provides you with a sub-domain, your right to use such sub-domain will continue only for so long as your event is actively selling on the Services and you are in compliance with the Terms, including without limitation,

these Terms of Service. If TotalTickets terminates your right to use a sub-domain for any other reason, it will provide you with a new sub-domain.

11-12

11. Licences and Permits Organisers Must Obtain

If you are an Organiser, without limiting the generality of any representations or warranties provided elsewhere in these Terms of Service, you represent and warrant to us that:

- (a) You and your affiliates will obtain, prior to the start of ticket sales, all applicable licences, permits, and authorisations (individually and collectively, "Licensure") with respect to events hosted by you or your affiliates on the Services. Licensure includes but is not limited to property operation permits and fire marshal permits;
- (b) You and your affiliates will comply, and will ensure that the venues for each event hosted by you or your affiliates on the Services will comply, with all applicable laws, regulations, rules and ordinances;
- (c) You will only request that TotalTickets offer tickets to an event after you have obtained any and all necessary permissions and licences for such event, you and your affiliates will maintain in force throughout the term of access to the Service the applicable permissions and licences for organiser to promote, produce, sponsor host and sell tickets for all events hosted by you or your affiliates on the Services
- (d) Without limiting the generality of any release provided under these Terms of Service, as a material inducement to TotalTickets permitting you to access and use the Services, you hereby agree to release TotalTickets, and its affiliates and subsidiaries, and each of its and their respective parent companies, subsidiaries, officers, affiliates, representatives, shareholders, contractors, directors, agents, partners and employees from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, including, without limitation, legal fees, known and unknown, arising out of or in any way connected with your or your affiliates' Permissions and Licences, any failure to obtain or maintain any affiliates' Permissions and Licences, or any error in obtaining or maintaining any affiliates' Permissions and Licences.
- (e) Without limiting your indemnification obligations elsewhere under these Terms of Service, you agree to defend, indemnify and hold TotalTickets, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable legal and accounting fees) resulting from any Claim due to or arising out of your or your affiliates' Permissions and Licences, any failure to obtain or maintain any Permissions and Licences, or any error in obtaining or maintaining any Licensure. You agree to provide evidence of Permissions and Licences and related information prior to offering tickets or registrations for events on the Site and promptly upon the reasonable request of TotalTickets from time to time.

12. Your Rights to Submit a Copyright Takedown Notice

If you are a copyright owner or an agent of a copyright owner and you believe that any content on the Sites infringes your copyrights, If you believe in good faith that any Third Party Content TotalTickets makes available in connection with the Services infringes your copyright or trademark rights, you (or your agent) may send us a takedown notice requesting that the Third Party Content be removed, or access to it be blocked. Your takedown notice needs to contain the following information in order for TotalTickets to be able to take action:

- a) Information that allows TotalTickets to contact you (i.e., name and address, telephone number and/or email address);
- b) Sufficient information to identify the copyrighted works or trademarks that are allegedly being infringed, including registration number and registration office if applicable;
- c) Sufficient information for us to identify and locate the allegedly infringing material including its Internet location (i.e., URL address);
- d) A statement that you have a good faith belief that the use of the Third Party Content on TotalTickets is not authorised by the owner of the Content, its agent or the law;
- e) A statement of the accuracy of the takedown notice, and under penalty of perjury, a statement that you are the owner of the allegedly infringed material or you are authorised to act on behalf of such owner; and
- f) A physical or electronic signature of the person submitting the takedown notice

13-14

13. Scraping or Commercial Use of Site Content is Prohibited

The Site Content is not intended for your commercial use. You have no right to use, and agree not to use, any Site Content for your own commercial purposes. You have no right to, and agree not to scrape, crawl, or employ any automated means to extract data from the Site(s).

14. Fees and Refunds.

14.1 Fees That We Charge. Creating an account, listing an event and accessing the Services are free. However, we charge fees when you sell or buy paid tickets or registrations. These fees may vary based on individual agreements between TotalTickets and certain Organisers. Organisers ultimately determine whether these fees will be passed along to Consumers and shown as "Fees" on the applicable event page or absorbed into the ticket or registration price and paid by the Organiser out of ticket and registration gross proceeds. The fees charged to Consumers may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees and fulfillment fees. Therefore, the fees paid by Consumers for an event are not necessarily the same as those charged by TotalTickets to the applicable Organiser or the standard fees described on the Services to Organisers. In addition, certain fees are meant, on average, to defray certain costs incurred by TotalTickets, but may in some

cases include an element of profit and in some cases include an element of loss. TotalTickets does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges and currency conversion rates.

14.2 Ticket Transfers. If you wish to transfer tickets to an event you have purchased on TotalTickets, please contact the Organiser of the event. If you are unable to reach the Organiser, or the Organiser is unable to arrange a ticket transfer, please contact us.

14.3 Refunds. Because all transactions are between an Organiser and its respective attendees, TotalTickets asks that all Consumers contact the applicable Organiser of their event with any refund requests.

(a) If you are a Consumer, you acknowledge that should you receive a refund for your ticket, you will discard any ticket that we or any Organiser has delivered and will not use it (or any copy of it) to attend the event. Violation of the foregoing constitutes fraud. You acknowledge that the applicable procedure to check the validity of the ticket must always be followed. TotalTickets will not be held liable under any circumstances for any costs arisen from non-compliance by Organisers with applicable procedures that must be implemented by Organisers to check validity of tickets. TotalTickets will not be held liable under any circumstances for costs and/or damage associated with tickets arisen from situations with fraud and/or for damage associated with the purchase of the ticket through non-official means, such as third parties.

(b) If you are an Organiser, you acknowledge that the applicable procedure to check the validity of the ticket must always be followed. TotalTickets will not be held liable under any circumstances for any costs arisen from non-compliance by Organisers with applicable procedures that must be implemented by Organisers to check validity of tickets. TotalTickets will not be held liable under any circumstances for costs and/or damage associated with tickets arisen from situations with fraud and/or for damage associated with the purchase of the ticket through non-official means, such as third parties.

15-16

15. Your Account with TotalTickets

We may require you to create an account to access certain features or functions of the Services. You agree to follow certain rules when you create an account with TotalTickets or user the Services, including the following:

- You must be at least 18 years of age, or the legal age of majority where you reside, to use the Services. If you are 13 or older, you may only use the Services under the supervisions of a parent or legal guardian who manages your use and/or account. However, if you are under 13, please do not provide us with any information about yourself.
- You agree to provide true, accurate, current and complete information about yourself, or if you are using the Services on behalf of an entity, the entity (the "Registration Data"). You also agree to update this Registration Data if it changes.

- If there is a dispute between two or more persons or entities as to account ownership, TotalTickets will be the sole arbiter of that dispute and TotalTickets 's decision (which may include termination or suspension of the account) will be final and binding on those parties.
- If you are using the Services on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant TotalTickets all permissions and licences provided in these Terms.
- We may provide you the ability to implement certain permission within your account to third parties including, "sub-users," "sub-accounts," or other credentialed account users. If we do so, you agree that you are solely responsible for all activity that occurs under your account (including actions by sub-users), so you must maintain the confidentiality of your password and account details. You likewise agree that all rules applicable to your account will apply to all third parties to whom you grant access to your account.
- You agree to immediately notify TotalTickets of any unauthorised use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.

16. Our Community Guidelines

You agree to abide by the TotalTickets [Guidelines whenever you use or access our Services](#). Please read these carefully, as they affect what types of content and conduct are permitted on and through the TotalTickets Services.

17-18

17. Your Content.

17.1 Licence. TotalTickets does not make any claim to Your Content. However, you are solely responsible for Your Content. You hereby grant TotalTickets a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and licence to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Services (including TotalTickets's promotional and marketing services, which may include without limitation, promotion of your event on a third party website), and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, TotalTickets does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms of Service will restrict any rights that you may have to use and exploit Your Content outside of the Services.

17.2 Your Representations About Your Content. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing licence, and that all Your Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate these Terms.

17.3 Additional Rules About Your Content. Your Content must be accurate and truthful.

TotalTickets reserves the right to remove Your Content from the Services if TotalTickets believes in its sole discretion that it violates these Terms, or for any other reason. TotalTickets may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of TotalTickets both on the Services and in marketing, advertising and promotional materials. We likewise may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; (c) enforce or administer the Terms of Service, including without limitation, these Terms of Service; and/or (d) protect the rights, property and/or personal safety of TotalTickets, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Services, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

18. Rules for Use of Email Tools

18.1 TotalTickets may make available to you features and tools that allow you to contact your Consumers, other users of the Services, or third parties via email (the "Email Tools"). If you use Email Tools, you represent and agree that:

- (a) you have the right and authority to send emails to the addresses on your recipient list and such addresses were gathered in accordance with email marketing regulations in the recipient's country of residence;
- (b) your emails are not sent in violation of any privacy policy under which the recipient emails were gathered;
- (c) you will use the Email Tools in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to spam and email, and including without limitation, the U.S. CAN-SPAM Act, the Canadian CASL, and the EU GDPR and e-privacy directive;
- (d) you will only use the Email Tools to advertise, promote and/or manage a bona fide event listed on the Services;
- (e) your use of the Email Tools and the content of your emails complies these Terms;
- (f) you will not use false or misleading headers or deceptive subject lines in emails sent using the Email Tools;
- (g) you will respond immediately and in accordance with instructions to any Consumer sent to you by TotalTickets requesting you modify such Consumer's email preferences;
- (h) you will provide an accessible and unconditional unsubscribe link for inclusion in every email where one is required, and you will not send any emails to any recipient who has unsubscribed from your mailing list.

18.2 If you violate any of these Email Tools rules or if your use of the Email Tools results in bounce rates, complaint rates or unsubscribe requests in excess of industry standards or if

your emails cause disruption to the Services, TotalTickets may (without limitation of any other legal or contractual remedies it has) limit or suspend your access to the Email Tools.

19-20

19. Notices

Notices to you may be sent via email or regular mail to the address in TotalTickets's records. The Services may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Services.

20. Modifications to the Terms or Services

TotalTickets reserves the right to modify these Terms from time to time (collectively, "Modifications"). If we believe the Modifications are material, we will inform you about them by doing one (or more) of the following (a) posting the changes through the Services; (b) updating the "Updated" date at the top of this page; or (c) sending you an email or message about the Modifications. Modifications that are material will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you. Modifications that are simply addressing new functions we add to the Services or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the Services following Modifications constitutes your acceptance of those Modifications and the updated Terms. In certain circumstances, TotalTickets may seek a Modification to these Terms that will only apply to you. This type of Modification must be accomplished by way of a written or electronic document signed by you and an authorised officer of TotalTickets. TotalTickets is constantly evolving our products and services to better meet the needs of our Users. Because of this, we cannot guarantee the availability of certain product features or functionality. TotalTickets reserves the right modify, replace or discontinue any part of the Services or the entire Service.

21-22

21. Assignment.

We may, without your consent or approval, freely assign these Terms and our rights and obligations under these Terms whether to an affiliate or to another entity in connection with a corporate transaction or otherwise.

22. Entire Agreement

Except as otherwise set forth herein, these Terms constitute the entire agreement between you and TotalTickets and govern your use of the Services, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and TotalTickets on the subject matter hereof, other than any written agreement for Services between you and an authorised officer of TotalTickets relating to a specified event or events.

23-24

23. Applicable Law and Jurisdiction

These Terms are governed by the laws of Scotland. These laws will apply no matter where in the world you live. But if you live outside of Scotland, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law. TotalTickets is based in Scotland, and any legal action against TotalTickets related to our Services and that is not precluded by the arbitration provisions in these Terms must be filed and take place in Scotland. Thus, for any actions not subject to arbitration, you and TotalTickets agree to submit to the personal jurisdiction of the courts (as applicable) located in Scotland.

24. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual licence to use and publish those ideas and materials for any purpose, without compensation to you.

25-26

25. Third Party Websites; Linked Accounts

The Services may provide, or Users may provide, links to other Internet websites or resources. Because TotalTickets has no control over such websites and resources, you acknowledge and agree that TotalTickets is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources, or any damages or losses related thereto, even if such websites or resources are connected with TotalTickets partners or third party service providers.

26. Additional Miscellaneous Provisions

Our failure to enforce any part of these Terms will not constitute a waiver of our right to later enforce that or any other part of these Terms. No oral waiver, amendment or modification of these Terms will be effective. If any provision of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary the other provisions of these Terms remain in full force and effect. Section titles in these Terms are for convenience and have no legal or contractual effect. No independent contractor, agency, partnership, joint venture or other such relationship is created by these Terms. We may freely assign any of our rights and obligations under these Terms. We may translate these Terms into other languages for your convenience. If there is a conflict between the English version and a translated version, the English version will control.

27

27. Additional Clauses for Users in Certain Locations

TotalTickets is a company offering Organisers and Consumers the opportunity to benefit from our Services. To allow each User full advantage of our Services and applicable law, certain additional provisions included in this Section may be applicable to you.

