

## TERMS AND CONDITIONS OF USE

Last revised: May 1, 2024

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

These Terms and Conditions of Use (“Terms”) reflect the agreement that operates between you (“Site User”), and Turntable Tickets, Inc. (“TurnTable”) and govern the use of the platforms provided by TurnTable, including any websites and mobile apps, on which these Terms are displayed (such platforms referred to herein as the “Site”). These Terms describe the rights and obligations of all Site Users regarding the use of the Site. TurnTable may immediately terminate these Terms or any Site with respect to Site Users, or generally cease offering or deny access to the Site or any portion thereof, at any time for any reason, except where prohibited. Site User’s access to and use of the Site is conditioned on Site User’s acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Site (collectively, “Site Users”).

1. **Who May Use The Site.** Site User may use the Site if of legal age to form a binding contract in Site User’s jurisdiction and is not barred from doing so under applicable laws. In the United States, you must be at least 13 years old to use the Site. In Canada, Site User must be at least the age of majority in Site User’s province or territory of residence to use the Site without restrictions. If Site User is between the ages of 13 and the age of majority in Site User’s jurisdiction, Site User may use the Site only with the involvement and consent of a parent or legal guardian. By using the Site, Site User agrees to comply with these Terms and all applicable laws and regulations in the United States, Canada, and any other jurisdictions that apply to Site User. It is Site User’s responsibility to provide accurate and current information and to maintain the security of Site User’s account.

2. **Account Registration.** To use certain areas of the Site, Site User may need to create an account (“Account”). Site User agrees to provide TurnTable with accurate, complete, and updated information for Site User’s Account. Site User can access, edit, and update Site User’s Account by logging into Site User’s Account on the Site. Site User are responsible for maintaining the confidentiality of Site User’s Account and password and for restricting access to Site User’s account, and Site User agrees to accept responsibility for all activities that occur under Site User’s account or password. Site User will have no ownership in Site User’s account or Site User’s username. TurnTable may refuse registration, cancel an account, or deny access to the Site for any reason.

**For Site Users residing in Canada, the following additional provisions apply:** By creating an Account, Site User acknowledges and agrees to comply with the Canadian Copyright Act (R.S.C., 1985, c. C-42) and any other applicable Canadian intellectual property laws. Site User are responsible for ensuring that any content Site User uploads, shares, or otherwise uses on the Site does not infringe upon the copyrights or intellectual property rights of others. TurnTable reserves the right to terminate the accounts of Site Users who are repeat infringers of copyright.

3. **Code of Conduct.** Site User agrees they will comply with all applicable laws, rules, and regulations, and Site User will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements they make are endorsed by TurnTable, without TurnTable's prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of TurnTable;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes TurnTable's or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Order a number of tickets for an event that exceeds the stated limit for that event; or
- Use any password or code to participate in a presale or other offer on the Site if Site User did not receive the password or code from TurnTable or if Site User violates the terms of the presale or offer.

2. **Making Purchases.** Please review TurnTable's Purchase Policy, which will govern Site User's purchase of any tickets or other products through the Site, including any refunds or exchanges. TurnTable may impose conditions on Site User's use of any coupon, promotional code, or gift card. Site User will pay all charges associated with Site User's purchase incurred by Site User or any user of Site User's account and credit card (or other applicable payment mechanisms) at the price(s) in effect when such charges are incurred, including the ticket price and additional fees. Site User is also responsible for the payment of any sales, use, value-added, or other taxes or duties that may apply to Site User's purchase, as determined by Site User's local and state jurisdiction. TurnTable does not collect taxes in all jurisdictions; hence, it is Site User's duty to report and remit the correct tax to the appropriate tax authority.

Site User may only use credit or debit cards, gift cards or vouchers that belong to Site User or to people who expressly authorize Site User to use such payment methods. Site Users may not attempt to conceal their identity by using multiple Internet Protocol addresses or email addresses to conduct transactions on the Site. Site User will not hold TurnTable liable if Site User does not comply with laws related to their transactions. TurnTable may provide law enforcement with information Site User provides to TurnTable related to their transactions to assist in any

investigation or prosecution of Site User. If TurnTable is unable to verify or authenticate any information or tickets Site User provide during any registration, ordering, purchase, ticket posting, sale, authentication, delivery, payment or remittance process, or any other process, or if TurnTable is no longer able to verify or authorize Site User's credit card or bank account information, Site User's tickets may be cancelled, TurnTable may refuse to honor all pending and future ticket purchases made with those credit card or bank accounts and/or via any online accounts associated with those credit card or bank accounts. TurnTable may also prohibit Site User from using the Site.

3. **Claims of Copyright Infringement on the Site.** If Site User believes in good faith that any content on the Site infringes Site User's copyright, they may send Turntable a notice requesting that the content be removed or access to it be disabled. The notice must include: (a) Site User's (or Site User's agent's) physical or electronic signature; (b) identification of the copyrighted work on this Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow TurnTable to locate the content on the Site; (d) Site User's contact information, including name, address, telephone number, and email address; (e) a statement that Site User has a good faith belief that use of the content in the manner complained of is not authorized by Site User or Site User's agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that Site User or Site User's agent is authorized to act on behalf of the copyright owner.

Please contact TurnTable's designated agent for notice of claims of copyright infringement at the following address:

ROSENBLATT LAW FIRM  
c/o James Rosenblatt  
16731 Huebner Road  
San Antonio, Texas 78248.

4. **Links.** The Site contains links to other websites that may not be owned or operated by us. The fact that TurnTable may link to those websites does not indicate any approval or endorsement of those websites. TurnTable has no control over those websites. TurnTable is not responsible for the content of those websites, or the privacy practices of those websites. TurnTable strongly encourages Site User to become familiar with the terms of use and practices of any linked website. Site User's use of other websites is at Site User's own risk and is subject to the terms of those websites. It is up to Site User to take precautions to ensure that whatever links Site User selects, or software Site User downloads (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

5. **Parental Controls.** TurnTable cannot prohibit minors from visiting this Site and must rely on parents and guardians to decide what materials are appropriate for children to view and purchase. There are parental control protections (such as computer hardware, software, or filtering services) available that may assist Site User in limiting access to material that is harmful to minors. Site User can find information about parental controls at <http://onguardonline.gov>. TurnTable does not endorse the products or services listed at this website.

6. **Access from Outside the United States and Canada.** The Site is directed solely to people residing or located in the United States and Canada. TurnTable does not represent that content available on or through the Site is appropriate or available in other locations. TurnTable may limit the availability of the Site, or any service or product described on the Site to any person or geographic area at any time. If Site User choose to access the Site from outside the United States or Canada, Site User does so at Site User's own risk.

7. **Rules for Sweepstakes, Contests and Games.** In addition to these Terms, sweepstakes, contests, games, or other promotions (collectively, "**Promotions**") made available through the Site may have specific rules that are different from these Terms. By participating in a Promotion, Site User will become subject to those rules. TurnTable urges Site User to review the rules before Site User participates in a Promotion. Promotion rules will control over any conflict with these Terms.

8. **Violation of these Terms.** TurnTable may investigate any violation of these Terms, including unauthorized use of the Site. TurnTable may provide law enforcement with information Site User provides to TurnTable related to Site User's transactions to assist in any investigation or prosecution of Site User. TurnTable may take legal action that it feels is appropriate. Site User agrees that monetary damages may not provide TurnTable a sufficient remedy and that TurnTable may pursue injunctive or other relief for Site User's violation of these Terms. If TurnTable determines that Site User has violated these Terms or the law, or for any other reason or for no reason, TurnTable may cancel Site User's account, delete all Site User's consent, and prevent Site User from accessing the Site at any time without notice to Site User. If that happens, Site User may no longer use the Site or any content. Site User will still be bound by Site User's obligations under these Terms. Site User agrees that TurnTable will not be liable to Site User or any third party for termination of Site User's access to the Site or to Site User's account or any related information, and TurnTable will not be required to make the Site or Site User's account or any related information available to Site User. TurnTable may also cancel any ticket or merchandise order, and tickets or merchandise acquired through Site User's order. TurnTable may refuse to honor pending and future purchases made from all accounts TurnTable believes may be associated with Site User or cancel a ticket or ticket order associated with any person TurnTable believes to be acting with Site User, or cancel Site User's ticket postings, or exercise any other remedy available to TurnTable.

9. **Disclaimer of Warranties.** WE PROVIDE THE SITE AND THE CONTENT TO SITE USER "AS IS" AND "AS AVAILABLE." WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT SITE USER USES IT AT THEIR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND SITE USER RELEASES US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM SITE USER HAS AGAINST ANY SUCH THIRD

PARTIES. HOWEVER, THIS DISCLAIMER DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE CONSUMER PROTECTION LAWS IN SITE USER'S JURISDICTION OF RESIDENCE.

10. **Limitation of Liability.** In addition to any excuse provided by applicable law, TurnTable shall be excused from liability for non-delivery or delay in delivery of products and services available through the Site arising from any event beyond TurnTable's reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond TurnTable's reasonable control, whether or not similar to those which are enumerated above.

TURNTABLE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE Site, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF TURNTABLE, EVEN IF TURNTABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TURNTABLE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) SITE USER'S USE OF OR RELIANCE ON THE SITE OR SITE USER'S INABILITY TO ACCESS OR USE THE SITE; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN SITE USER AND ANY THIRD-PARTY PROVIDER, EVEN IF TURNTABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TURNTABLE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TURNTABLE'S REASONABLE CONTROL.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT TURNTABLE'S LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, INCLUDING MANDATORY LEGAL RIGHTS OF CONSUMERS IN U.S. AND CANADIAN JURISDICTIONS.

SITE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR LINKED WEBSITES IS TO STOP USING THE SITE OR THOSE SERVICES OR PRODUCTS.

11. **Indemnification.** Site User agrees to indemnify, defend and hold harmless TurnTable and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors, and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorney's fees and court costs, arising from or in connection with Site User's use of the Site or TurnTable's products or services or any violation or alleged violation by Site User of these Terms or applicable law. TurnTable reserves the right, at TurnTable's own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by Site User and, in such case, Site User agrees to cooperate with TurnTable in the defense of such matter.

Site User may not settle any claim covered by this Section or admit any liability on the part of TurnTable without TurnTable's prior written approval.

**12. Mandatory Arbitration and Class Action Waiver.** Any dispute, claim, or controversy relating in any way to these Terms (including interpretation or application of this section and questions of arbitrability), to Site User's use of the Site, or to any products or services sold or distributed by TurnTable or through the Site will be resolved by binding arbitration, rather than in court, except each party retains the right to bring an individual action in small claims court or 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. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award all remedies (except for class, consolidated, or representative action remedies) to which a party is entitled under applicable law, and which would otherwise be available in a court of law (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

It is agreed any dispute resolution proceedings will be conducted on an individual basis only, and not in a class, consolidated, or representative action. SITE USER ACKNOWLEDGES AND AGREES THAT SITE USER AND TURNTABLE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS.

Action or Representative Proceeding. Unless Site User and TurnTable otherwise agree, the arbitration will be conducted in the county where Site User resides. If Site User's claim does not exceed \$10,000.00, then the arbitration will be conducted solely on the basis of documents Site User and TurnTable submit to the Arbitrator, unless Site User requests a hearing, or the Arbitrator determines a hearing is necessary. If Site User's claim exceeds \$10,000.00, Site User's right to a hearing will be determined by the American Arbitration Association ("AAA") Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitration Process. As specified in the AAA's rules, to begin an arbitration proceeding, Site User must send a written Demand for Arbitration that describes Site User's claim and the relief Site User seeks to TurnTable's designated agent at ROSENBLATT LAW FIRM, c/o James Rosenblatt, 16731 Huebner Road, San Antonio, Texas 78248. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

TurnTable's failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of that right or provision or any other rights or provisions included within the Terms.