

GET-IN Client Self-Enrollment Terms and Conditions USA
Last Updated: June 2024

These binding terms and condition (the “**Term**”) apply to any third party (a “**Client**”) which registers for the GET-IN Services directly via the GET-IN website, or otherwise uses the GET-IN Services in any capacity. By creating an account with GET-IN, by using the GET-IN Services in any capacity (e.g., by listing an event on the Get-In Services) or otherwise by accepting these Terms, you agree to be classified as a Client of GET-IN, and you agree to be bound hereby. Your acceptance of these Terms forms a legally binding contract between GET-IN and you (the “**Agreement**”). Your data will be processed in accordance with our Privacy Policy.

These Terms do not apply to any person or organization who has entered into a separate ticketing agreement with GET-IN without using the self-enrollment service on the GET-IN website.

If you are accepting these Terms on behalf of a company or other entity, you warrant that you are an authorized representative of that entity and that you have the power to enter into the Agreement with GET-IN.

1. **Definitions and Interpretation**

1.1. The definitions and the rules of interpretation in this Section apply in the Agreement. The terms below shall have the meanings ascribed to them:

AUP

means GET-IN’s Acceptable Usage Policy which applies to any and all usage of the GET-IN Services, which policy may be updated from time to time in GET-IN’s sole discretion. The AUP is appended to Exhibit A attached hereto

Additional Fee

means the portion of the Original Ticket Price which is payable by the Client to a third party (such as a third party ticketing agent or venue) for providing access to Customers to the Event.

Announce Date

means in relation to an Event to which GET-IN is to make available the Tickets to Purchase, the date on which GET-IN publishes information about that Event via the GET-IN Services.

Applicable Data Protection Laws

has the meaning set out in Section 10.5(a) below.

Applicable Laws

means all foreign, national, state or local laws, regulations, statutes, statutory instruments, rules, or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any

	industry codes of practice in effect from time to time.
Business Day	means any day which is not a Saturday, a Sunday or a bank or public holiday in New York State.
Client	the person or entity who enters into this Agreement by creating an account with GET-IN or uses the GET-IN Services in any capacity. Solely for clarification, a Client may be referred to in other ways in the GET-IN Services including but not limited to, as a creator, promoter, venue, event partner, artist, manager, agent or brand.
Client's Bank Details	as provided by the Client to GET-IN from time to time.
Client Marketing	has the meaning set out in Section 10.6.
Client Payment	means the Sales Proceeds less any amounts due to GET-IN (including the applicable GET-IN Fees) under this Agreement.
Commencement Date	means the date upon which the Client accepts these Terms.
Consent Notice	has the meaning set out in Section 10.7(a).
Contract Year	the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.
Customer	means a person who Purchases a Ticket via the GET-IN Services.
Damages	means any direct damage, loss, liability, claim, obligation, deficiency, cost, expense, fine, or penalty (including reasonable legal, expert or consulting defense costs reasonably and properly incurred), but excluding any incidental, indirect or consequential damages.
GET-IN	means GET-IN, Inc., a Florida corporation, with principal offices at 33 SW 2 nd Avenue, Suite 1102, Miami FL 33130.
GET-IN Fees	has the meaning set out below: • GET-IN will charge a service fee of ten (10%) percent of the Face Value price of all Tickets sold via the GET-IN Services (the "Surcharge").

	• GET-IN will charge one (\$1.00) dollar per each Ticket processed via the GET-IN Services (“Service Fees”). • GET-IN will charge three (3%) percent of the Face Value price of all Tickets sold via the GET-IN Services (the “Processing Fees”). • The Service Fee includes transaction processing costs that GET-IN is required to pay to third party payment processing providers; and • GET-IN will not charge any Surcharge or Processing Fees for free tickets. • GET-IN will charge the Service Fees on any add-on purchases for non-ticket items offered by the Client via the GET-IN Services. • GET-IN will charge a processing fee of fifteen (\$15.00) dollars for each Customer-initiated chargeback (the “Chargeback Fee”). • the parties may agree, from time to time and separately in writing, to renegotiate the Service Fees.
GET-IN Logos	means the official GET-IN Logos as may be provided by GET-IN to the Client from time to time.
GET-IN Services	means the websites and mobile device ticket selling platform made available by GET-IN, and includes the tools provided to the Client to list Events on the GET-IN Services.
Event	means each and every entertainment, show, feature or sporting event or any attraction of any kind either (i) presented, promoted or otherwise organized by the Client during the Term and listed on the GET-IN Services.
Event Information	means any and all information relating to an Event, Ticket and/or the Client as provided by the Client to GET-IN, including, without limitation, the Venue, the Announce Date, On-Sale Date, the names of the performers, the dates of the Event, the dates and times of the performances, whether the Event is subject to any contingencies including, but not limited to, any age restrictions.
Face Value	means the sum which is set by the Client as the Face Value for each Ticket sold by GET-IN and described in Section 3.2.

Insolvency Event	means where a party becomes or is reasonably likely to become insolvent, enters into bankruptcy, individual voluntary arrangement, liquidation, winding up, receivership or administrative receivership, administration, a corporate voluntary arrangement or compromises any debts with creditors or any other analogous proceedings in another jurisdiction.
Intellectual Property Rights	means any patent, copyright, trade mark, service mark or trade name, logo, utility model, design right, database right, moral right, right relating to passing off, domain name and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any jurisdiction.
Losses	means any loss of profit, sale or business, agreements or contracts, anticipated savings, corruption of software, data or information, damage to goodwill, indirect or consequential loss, claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.
Materials	has the meaning set out in Section 9.4.
Pay-Out	has the meaning set out in Section 8.
On-Sale Date	means the date on which Tickets for an Event are made available for Purchase to the Customer via the GET-IN Services.
Original Ticket Price	means the total amount paid by a Customer at the time of Purchasing a Ticket (not on the Waiting List) via the GET-IN Services.
Purchase	means the purchase or acquisition of a Ticket by a Customer from the Client via the GET-IN Services.
Sales Proceeds	means the total of all Original Ticket Prices collected by GET-IN from Customers on behalf of the Client in respect of all Tickets Purchased for an Event, minus the total of all Original Ticket Prices refunded or due to be refunded by GET-IN.
Systems	has the meaning set out in Section 16.1.

Advance	from the Commencement Date until terminated by either party giving written notice in accordance with these Terms.
Ticket	means any printed ticket, digital ticket, access code, log-in credentials, hyperlink or other type of evidence to attend an Event as offered for Purchase (or otherwise) via the GET-IN Services.
Ticket Allocation	means the Tickets that the Client makes available for sale via the GET-IN Services.
Venue	for Events in real life, means the building or site at which an Event is held; for streamed Events, means the streaming platform on which an Event is streamed and/or hosted.
Venue Levy	if applicable, means the portion of the Original Ticket Price which is payable by the Client to the Venue for providing access to Customers to the Venue, such Venue Levy collected by GET-IN from Customers on behalf of the Client.

1.2. The headings in the Agreement are inserted for convenience only and shall not affect the interpretation or construction of the Agreement.

1.3. Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

1.4. If there is any conflict between any provision contained in these Terms and any information contained elsewhere on the GET-IN Services, the provisions of these Terms shall take precedence.

1.5. This Agreement applies to the subject matter of this Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate between the Client and GET-IN, or which are implied by trade, custom, practice or course of dealing.

2. **APPOINTMENT**

2.1. The Client hereby appoints GET-IN for the Term as its disclosed agent to advertise, promote and market the sale of Tickets by the Client in accordance with the terms of this Agreement. In consideration of the GET-IN Fees, GET-IN will make available Tickets to be Purchased on the Client's behalf via the GET-IN Services.

2.2. The Client authorizes GET-IN to collect the Sales Proceeds of each Ticket Purchased.

2.3. GET-IN does not guarantee that any minimum or fixed number of Tickets will be Purchased through the GET-IN Services at any time.

2.4. The Client acknowledges and agrees that GET-IN's appointment under this Agreement is on a non-exclusive basis, and that GET-IN has many other events listed and other tickets offered for sale on the GET-IN Services concurrently with any Event, as promoted by other Clients.

2.5. The Events included within the Ticket Allocation shall be subject to GET-IN's sole discretion and GET-IN may choose not to promote Client's Events on the GET-IN Services.

3. **ALLOCATION**

3.1 The Client shall allocate the Ticket Allocation to GET-IN for the Term, in the form and method set out in the GET-IN Services.

3.2. The Client shall, via the GET-IN Services, provide the following information in relation to the Event:

- (a) The actual value (the 'Face Value') for all Tickets;
- (b) if applicable, the Venue Levy; and
- (c) if applicable, the Additional Fee.

3.3. GET-IN shall not be obliged to make the Tickets available for Purchase until such time as the Client has met its obligations under Section 6.1.

4. **TERM**

This Agreement is effective on the Commencement Date and will continue to remain in effect unless otherwise terminated pursuant to Section 14 hereof.

5. **EVENT INFORMATION**

5.1. The Client shall provide full and accurate Event Information for each Event for which GET-IN makes available Tickets for Purchase, such Event Information to include:

- (a) information which GET-IN is required to provide to Customers under any Applicable Laws; and
- (b) any other information reasonably requested on the GET-IN Services, including the information referred to in Section 6 below.

5.2. The Client shall provide the Event Information via the GET-IN Services before the Announce Date of the relevant Event. For the avoidance of doubt, the Announce Date may occur before or at the same time as the On-Sale Date.

5.3. The Client warrants and undertakes that it shall not provide any Event Information that:

- (a) is false, inaccurate or misleading;
- (b) infringes any third party's Intellectual Property Rights;
- (c) violates any Applicable Laws;
- (d) is, or may reasonably be considered to be harassing, unlawful, harmful, threatening, discriminatory, pornographic, deceptive, offensive or defamatory;
- (e) facilitates illegal activity;
- (f) causes damage or injury to any person or property;
- (g) may, in GET-IN's reasonable opinion, have a negative impact on GET-IN's business and/or reputation;
- (h) includes any information that references other websites (other than the Client's website), addresses, email addresses, contact information or phone numbers;

- (i) contains any computer viruses, worms or any other potentially damaging computer programs or files; and/or
- (j) does not comply with GET-IN's AUP.

5.4. The Client's breach of Section 5.3 hereof shall constitute a material breach hereunder. Accordingly, GET-IN shall not be liable, whether directly or indirectly, in contract, tort (including negligence), misrepresentation, restitution or otherwise to any third party or any Customer for any breach by the Client of the warranties and undertakings provided by the Client under Section 5.3 above.

5.5. The Client hereby grants GET-IN a royalty-free, perpetual, irrevocable, transferable right and license to use, sub-license, reuse, copy, exhibit, modify, record, reproduce, broadcast, transmit, publish, distribute, display, perform, delete in its entirety, adapt, publish, translate, create derivative works from and/or incorporate the Event Information into any form, medium or technology now known or hereafter developed throughout the world without further notification, authorization or compensation to the Client or anyone acting on the Client's behalf. The Client represents and warrants that no further permissions, consents or licenses are required from the Client or any third party for GET-IN to use the Event Information.

5.6. GET-IN shall retain editorial control over all content presented via the GET-IN Services or otherwise communicated to users of the GET-IN Services, and GET-IN is entitled, in its sole and absolute discretion, to remove or procure the removal of any Tickets offered for Purchase or any Event Information uploaded or otherwise made available by the Client or on the Client's behalf which GET-IN considers to be in breach of the terms of this Section 5.

5.7. If Customer desires to enable its Customers to transfer purchased Tickets by and among third parties, Customer shall adhere to the transfer requirements imposed by GET-IN, and institute transfer rules which comply with APPLICABLE LAWS. GET-IN reserves the right impose Ticket transfer fees on Customers, which fees shall be clearly and conspicuously disclosed via the GET-IN SERVICES.

6. EVENT CHANGES AND CANCELLATIONS

6.1. The Client shall promptly and without any undue delay use the GET-IN Services to make any:

- (a) scheduling changes;
- (b) Venue changes;
- (c) line-up changes; and/or
- (d) cancellations,

relating to Events with Tickets offered for Purchase through the GET-IN Services.

6.2. The Client shall be solely responsible for any costs incurred by either party as a result of any Event changes or cancellations including, but not limited to, the matters listed in Section 6.1 above.

6.3. If GET-IN is required to amend the information displayed to any Customers on the GET-IN Services, the Client shall agree to reimburse GET-IN in full of any costs (if any) incurred by GET-IN in advertising or notifying the Customer of any changes to the Event or Event Information.

6.4. If an Event is cancelled, rescheduled (and the Customer is not able to attend the rescheduled date), or not performed to the Customer's reasonable satisfaction, or GET-IN's cooling-off/automated refunds feature is activated (where applicable), then the Client shall be responsible for providing any refunds due and payable to the Customer, such refunds to be payable in accordance with Section 8.12. For the avoidance of any doubt, GET-IN shall not be liable to any Customer or third party for any refunds, or for any Losses, demands, costs or expenses for any cancellation, postponement, delay or changes to the Event Information and the Client shall provide GET-IN with an indemnity against the same. The indemnity as set out in this Section 6.4 shall continue to operate notwithstanding the termination of this agreement for any reason or the expiry of the Term.

7. GET-IN Fees

7.1. The Client shall pay to GET-IN the:

- (a) GET-IN Fees; and
- (b) any Damages arising, if any, from an Event cancellation, in accordance with Section 7.2.

7.2. GET-IN will be entitled to Damages from the Client where an Event is cancelled, rescheduled, delayed, postponed, curtailed or not completed (in part or in full) for any reason.

7.3. The Client authorizes GET-IN to take payment of the GET-IN Fees, plus VAT if applicable, from each Original Ticket Price, and remit the Client Payment in accordance with Section 8.

7.4. If requested by Client, GET-IN shall invoice the Client for:

- (a) the GET-IN Fees, plus VAT if applicable; and
- (b) any Damages within 90 days of the cancellation of the relevant Event.

8. Payment and Distributions of Funds

8.1. The Client authorizes GET-IN, its agents and subcontractors to accept payment of the Sales Proceeds by Customers via any form of payment approved by GET-IN in writing in connection with the sale of Tickets, including any credit or debit cards.

8.2. GET-IN shall pay the Client an amount equal to the Client Payment per Event, such payment to be made in accordance with this Section 8. Subject to Section 8.4, GET-IN shall pay the Client Payment to Client within a maximum period of thirty (30) days of the date on which the performance of the relevant Event takes place.

8.3. The Client, and not GET-IN, shall be responsible for remitting:

- (a) any Venue Levy to the Venue; and
- (b) any Additional Fee to the relevant third party.

8.4. GET-IN shall make payment under Section 8.2 to the Client's Bank Details using a third party payment processor (in accordance with Section 8.6), or by such other means as agreed between the Client and GET-IN in writing from time to time.

8.5. GET-IN shall not make any payments to the Client until GET-IN has been provided with the Client's Bank Details. All funds payable by GET-IN to the Client

under this Agreement shall be paid by GET-IN to the Client using the Client's Bank Details, or such other bank account details as are agreed between GET-IN and the Client in writing. The Client agrees that GET-IN will not be responsible for verifying the Client's Bank Details or the authenticity of any settlement instructions and the Client agrees that GET-IN may rely on the Client's Bank Details as the correct bank account to debit or credit according to this Agreement. If the Client gives GET-IN an instruction to change the Client's Bank Details, GET-IN is entitled to ask for written confirmation before acting on it. The Client must do all that is reasonably possible to prevent any unauthorized personnel sending GET-IN any instructions in relation to the Client's Bank Details and must tell GET-IN as soon as possible if an unauthorized person sends instructions to GET-IN. Unless the Client informs GET-IN otherwise in writing, the Client will be responsible for all instructions that GET-IN receives and acts on, even if the instructions were not given by the Client or the Client's authorized representatives, and the Client shall be liable for any Losses that arise from such instructions.

8.6. The payment processing services used by GET-IN to make payments to the Client are provided by third party payment processors on behalf of GET-IN from time to time (the "**Payment Processor**"). Any payments made via a third party payment processor will be subject to that entity's terms and conditions (collectively, the "**Payment Processor Agreements**"). By entering into this Agreement or continuing to treat GET-IN as a disclosed agent solely for purposes of making available payment processing services to Client (and for no other purpose which is not expressly provided hereunder), the Client agrees to be bound by the Payment Processor Agreements, in addition to any other terms and conditions of the relevant Payment Processor as notified to the Client from time to time. As a condition of GET-IN enabling payment processing services through a Payment Processor, the Client agrees to provide to GET-IN, accurate and complete information about the Client and its business, and the Client authorizes GET-IN to share such information and transaction information related to the Client's use of the payment processing services provided by such Payment Processor. The Client shall be fully liable for any Losses that arise as a result of any false, inaccurate or misleading information provided to GET-IN. The Client is further fully responsible and will fully indemnify GET-IN for all claims, fines and costs caused by any non-compliance by the Client of all applicable laws and regulations, and expressly including any fines imposed on GET-IN and/or the respective Payment Processor, or regulatory authorities as a result of such non-compliance. The Client further undertakes to regularly review the websites of the respective Payment Processors for information on the current applicable fines and rules, as well as regularly reviewing any relevant changes to applicable laws and regulations as applicable to the Client's products and services and business practices, to ensure its compliance to such laws and regulations. Where GET-IN and/or the Payment Processor becomes aware of and/or receives any notice of a potential exposure to a fine related to the Client's behavior, the Client undertakes to provide on first request, all reasonable co-operation to help investigate the relevant circumstances and remedy the relevant violation, notwithstanding all other rights and remedies of GET-IN and/or the Payment Processor. The Client shall fully indemnify and hold GET-IN harmless from any fines applied as a result of Client's breach of the terms of this Agreement, and related incurred reasonable legal and other costs.

8.7. GET-IN shall be entitled to set-off any amounts owed to GET-IN by the Client under this Agreement against Sales Proceeds held by GET-IN.

8.8. If a Customer is entitled to a refund in accordance with Section 7.4, GET-IN shall be entitled to refund the relevant Customer on the Client's behalf by:

- (a) setting off a sum equal to the refund from the relevant Sales Proceeds held by GET-IN; or
- (b) if the relevant Sales Proceeds are not sufficient to meet the refund payable, or GET-IN has already remitted the relevant Sales Proceeds to the Client, the Client shall remit to GET-IN such amounts as requested to enable GET-IN to fulfil the refund(s), such remittance to be made within forty-eight (48) hours of GET-IN's request.

8.9. If a Customer is offered a refund in accordance with Section 6.4, the Client shall repay to GET-IN a sum equivalent to any total Service Fee rebate paid by GET-IN to the Client, for each Customer to whom a refund is issued.

8.10. The Client shall be responsible for the payment and remittance of any and all taxes incurred or assessed on the Client Payment pursuant to the Agreement. Where VAT is applicable, the accounting and payment to the applicable authority of any VAT on any and all amounts payable to the Client under this Agreement shall be the Client's sole responsibility. However, if the Client is based in a non-VAT registered territory, and GET-IN is obliged to apply a withholding to account for taxes in that territory, GET-IN reserves the right to withhold any relevant tax liabilities from the Client Payment. The Client shall be responsible for providing a VAT invoice to a Customer for a Purchase, where requested by that Customer.

8.11. The Client will be responsible for any chargebacks (e.g., in relation to fraud, declined transactions, cardholder disputes, returned Tickets etc.) GET-IN receives from its bank in relation to Events. GET-IN is entitled to withhold up to 10% of the Sales Proceeds per Event to cover chargebacks for a period of six (6) months after each Event (the "**Chargeback Allowance**"). The Chargeback Allowance will include the cost of each returned Ticket, any associated costs relating to the chargeback, including but not limited to bank fees, and the Get-In Chargeback Fee. The Client is also responsible for any bank charges incurred on any payments made to the Client by GET-IN. The Client accepts and acknowledges that GET-IN has no liability to the Client in relation to such bank charges.

8.13. The provisions of Section 8.11 notwithstanding, upon any occurrence which GET-IN believes, in good faith, may result in material risk and liability to either GET-IN or the Client arising from or related to any Event (e.g., natural disaster, accidents, fraud, etc.), then GET-IN may withhold any amount from the Sale Proceeds collected by GET-IN from such Event (or any other Client Event) to cover such exposure. The withheld funds may be maintained by GET-IN until GET-IN believes, in good faith, that such exposure is no longer present.

8.12. In the event of an increase of GET-IN's processing fees which GET-IN pays to third party payment processors for the provisioning of the GET-IN Services, GET-IN shall have the right to increase its Processing Fees by the same commensurate increase. GET-IN shall undertake to provide Client with at least thirty (30) days' prior written notice before any such increase goes into effect.

9. **Intellectual property**

9.1. As between the parties, GET-IN solely and exclusively owns and shall own all rights, title and interest, including all Intellectual Property Rights, in and to the

GET-IN Services (collectively, the “**GET-IN IP**”). All modifications of the GET-IN IP or derivative works based thereon and developed by GET-IN under this Agreement, in whole or in part, will be the sole and exclusive property of GET-IN save any of Client’s Intellectual Property Rights inputted therein. For the avoidance of doubt, nothing shall restrict GET-IN from using any function, feature or element of the GET-IN Services or any other GET-IN IP for the purpose of providing the Ticketing Services or similar services to other clients.

9.2 The Client shall be entitled to include the GET-IN Logos in all relevant advertising or other promotional material created, produced, or used in relation to an Event. For the purposes of this Section 10.2, GET-IN hereby grants to the Client a non-exclusive, non-transferable, personal, revocable, limited license to use the GET-IN Logos during the Term for the sole purpose of exercising the Client's rights granted under this Section.

9.3. Subject to Sections 9.1 and 9.2, the Client shall have no rights in respect of the GET-IN Logos or of the goodwill associated with the GET-IN Logos, or any other of GET-IN's Intellectual Property Rights. The Client acknowledges that all rights, whether legal, beneficial or otherwise, and all goodwill in respect of the GET-IN Logos and any other of GET-IN's Intellectual Property Rights are and shall remain vested in GET-IN and that the GET-IN Logos and any other of GET-IN's Intellectual Property Rights are and shall remain, as between it and GET-IN, the property of GET-IN or its licensors.

9.4. The Client may from time to time provide GET-IN with materials or content relating to Events, performers or the Client including photographs and images (audio and/or visual), text, music, trade marks, symbols, logos, slogans (collectively, “**Materials**”). The Client hereby grants GET-IN a royalty free perpetual right and license to use the Materials for the purposes of advertising, marketing and promoting the relevant Events via the GET-IN Services.

9.5. The Client shall not permit, encourage or arrange for fly-posting or other illegal advertising of an Event in contravention of any Applicable Laws. The Client shall not use GET-IN's name, website address, GET-IN Logos or any of the GET-IN's Intellectual Property Rights in connection with fly-posting or other illegal advertising. In the event that GET-IN is notified that fly-posting has taken place in relation to an Event, this shall constitute a material breach of this Agreement and GET-IN shall be entitled to set-off all costs incurred by GET-IN in the removal of posters and/or any fines or payments that GET-IN may be required to pay in connection with such fly-posting against Sales Proceeds for the relevant Event and/or any other events produced or promoted by the Client.

10. **Customers’ Personal Data**

10.1. In this Section 10, the terms data controller, personal data, special categories of personal data and processing shall be as defined in the EU General Data Protection Regulation 2016/679 (as amended or replaced from time to time) (the “**GDPR**”) and:

- (a) “**Data Subjects**” are Customers; and
- (b) “**Data**” shall mean the personal data and special categories of personal data of Data Subjects processed in connection with this Agreement.

10.2. This Section 10 sets out the basis on which GET-IN provides the Data.

10.3. GET-IN and the Client acknowledge that each party is a data controller of the Data, but are not joint data controllers.

10.4. GET-IN may transfer the Data to the Client and other third parties (including Venues) to the extent that such Data is required for the running of a particular Event. The Client shall ensure that it has relevant contracts in place with such third parties containing obligations on such third parties equivalent to those set out in Section 10.5 below, and all other data protection obligations required under Applicable Data Protection Laws.

10.5. Each party shall:

- (a) ensure that it complies with all applicable data protection laws when processing Data (including the GDPR and the UK GDPR) ("**Applicable Data Protection Laws**");
- (b) process Data fairly and lawfully in accordance with Applicable Data Protection Laws; and
- (c) ensure that it has in place appropriate technical and organizational measures against unauthorized or unlawful processing of the Data, and against accidental loss or destruction of, or damage to, the Data.

10.6. Where the Client wishes to conduct direct marketing in relation to a Data Subject ("**Client Marketing**"), it shall satisfy itself that it has a legal basis to do so in accordance with Applicable Data Protection Laws.

10.7. The parties may agree that GET-IN obtains consent from a Data Subject on the Client's behalf, for purposes of the Client conducting Client Marketing. The following shall apply to any such arrangement:

- (a) GET-IN shall present a form of consent to Data Subjects as a consent notice to Client Marketing ("**Consent Notice**");
- (b) when relying on the Consent Notice, the Client shall limit its Client Marketing to activities that are permitted by Applicable Data Protection Laws, and within the scope of the Consent Notice; and
- (c) in the event that a Data Subject provides his/her consent using the Consent Notice and subsequently communicates a request to withdraw such consent: (i) the party receiving such withdrawal request shall promptly notify the other party in writing, and (ii) the Client shall ensure that it immediately respects the Data Subject's withdrawal of consent.

Nothing in Section 10.7 hereby precludes the Customer from using its own marketing list, and even provide such list to GET-IN for purposes of GET-IN carrying out marketing activities on Client's behalf.

10.8. The Client shall immediately inform GET-IN in writing if, in the Client's opinion, any act or omission by the Client or GET-IN in relation to this Agreement infringes the Data Protection Laws or any other Applicable Laws relating to data protection and explain the reasons for its opinion, provided that this shall be without prejudice to Section 10.5(a).

10.9. The Client shall implement and maintain, at its own cost and expense, appropriate technical and organizational measures in relation to the processing of any Data.

10.10. The Client shall, at its own cost and expense, provide such information, co-operation and other assistance to GET-IN as GET-IN requires (taking into account the nature of processing and the information available to GET-IN) to ensure compliance with GET-IN's obligations under the Data Protection Laws.

10.11. The Client shall, at its own cost and expense, provide and procure reasonable access to GET-IN or any of its agents acting on behalf of GET-IN access to the Client's facilities, equipment, premises, sites, personnel as required for GET-IN to comply with its obligations under the Applicable Data Protection Laws.

11. Tickets

11.1. The Client shall accept all Tickets Purchased, including digital Tickets generated by the GET-IN Services, to allow Customers access to each Event.

11.2. The Client is responsible for ensuring the authenticity of any Tickets used by a Customer to gain access to an Event.

11.3. The risk of counterfeit Tickets and/or digital piracy shall rest solely with the Client. The Client shall indemnify GET-IN in respect of all Losses suffered or incurred by GET-IN in connection with counterfeit Tickets and/or digital piracy (save where caused by any negligence of GET-IN).

11.4. GET-IN shall be entitled to, at its sole discretion, cancel any transaction for the Purchase of a Ticket if it has reason to believe that a Customer or potential Customer has used the GET-IN Services fraudulently or otherwise in contravention of GET-IN's terms of use or purchase terms as updated from time to time (and as set out on the GET-IN Services). GET-IN shall not be obliged to make any payment to the Client in respect of any such transaction, and the Client shall, at GET-IN's request, repay any funds already remitted by GET-IN to the Client in respect of any such transaction, to enable GET-IN to cancel the transaction and return such funds to the original payment method used to fund that transaction.

11.5. GET-IN shall only offer the number of Tickets to Customers that the Client confirms that GET-IN shall be entitled to offer taking into account any matters which the Client shall be entitled to consider by law.

11.6. Where the Event Information stipulates a minimum age requirement for a Customer to attend an Event, GET-IN will have satisfied any obligation it has to verify a Customer's age by relying on self-certification of age by the Customer at the time of purchase of a Ticket.

11.7. The Client agrees to comply with any security instructions and guidelines in relation to the offering of Tickets for Purchase as notified by GET-IN to the Client from time to time.

11.8. The Client acknowledges that a Venue may reserve the right on reasonable and lawful grounds to refuse access to an Event to any Ticket holder without refund. By way of example, the Venue management may deny access to a Ticket holder who:

- (a) has behaved in a manner which, in the reasonable opinion of the venue has, or is likely to, affect the enjoyment of other viewers of the Event;
- or

- (b) uses threatening, abusive or insulting words or behavior online, or in any way provokes or behaves in a manner which may provoke a breach of the peace; or
- (c) in the reasonable opinion of the venue management, is acting under the undue influence of alcohol or drugs; or
- (d) fails, when required, to verify proof of identity or age (as or when appropriate);
- (e) breaches any acceptable use policy, or similar policy, applicable to attendees of the Venue or Event.

11.9. GET-IN accepts no liability whatsoever for any Losses incurred as a result of the events listed in 11.8 above.

11.10. Should the Client fail to list any Events on the GET-IN Services for a total consecutive period of six (6) months throughout the Term, or if the Client postpones an Event for longer than a consecutive period of six (6) months, the Client acknowledges and accepts that GET-IN shall be entitled to (i) remove the Event from the GET-IN Services as applicable; and (ii) terminate the Agreement with immediate effect.

12. **Non-Ticket Items**

12.1. We may make available certain Non-Ticket Items for purchase via the App or the Services (including goods, services and digital content), in our capacity as a disclosed agent for and on behalf of the Client.

12.2. Such Non-Ticket Items include but are not limited to VIP passes, parking passes, drinks tokens and camping passes.

12.3. The Client warrants and undertakes that it is fully responsible for fulfilling any Non-Ticket Item made available for purchase, and GET-IN accepts no liability for any non-fulfilment of a Non-Ticket Item by a Client.

12.4. The Client shall fully indemnify and hold GET-IN harmless against any and all Losses suffered by GET-IN under this Section.

12.5. In relation to the sale of alcohol by the Client (including but not limited to the sale of drinks tokens), the Client warrants and undertakes that it is fully responsible for:

12.5.1. verifying the age of fans seeking to purchase alcohol and ensuring that alcohol is only made available for purchase to, and sold to fans who are of legal drinking age in the country in which the Event is taking place;

12.5.2. dispensing and serving of alcohol;

12.5.3. any issues arising from the serving or sale of alcohol;

12.5.4. compliance with any applicable advertising rules and obligations around advertising alcohol; and

12.5.5. compliance with applicable local licensing laws and regulations.

12.6 Clients shall indemnify GET-IN against any and all Losses or costs arising directly or indirectly from complaints or requests for refunds in relation to the facilitation of all Non-Ticket Items.

13. **Client's Warranties**

13.1. The Client warrants, represents, undertakes and agrees that:

- (a) this Agreement has been duly authorized, executed and delivered by the Client and constitutes the valid, legal and binding agreement of the Client, enforceable in accordance with its terms;
- (b) it has all necessary rights and permissions to sponsor and/or promote each Event and to perform the Client's obligations under this Agreement;
- (c) it has all necessary rights and permissions to appoint GET-IN as a disclosed agent and to authorize GET-IN to offer Tickets for Purchase on the Client's behalf;
- (d) this Agreement will not result in any breach of, or constitute default under, any other agreement to which the Client is a party, including, without limitation, any agreement with a physical Venue or third party streaming platform, or any agreement for the sale or other disposition of Tickets for an Event;
- (e) it has experience in advertising, marketing and otherwise promoting Events and acknowledges the risk inherent in doing so, and the Client shall not rely on GET-IN for anything other than Ticket distribution services as expressly provided in this Agreement;
- (f) it is the legal owner or lawful licensee of the Materials or Event Information (if applicable) and has the right to grant GET-IN a license of the Materials and Event Information and that GET-IN's use of the Materials and Event Information does not infringe any third party rights (including third party Intellectual Property Rights);
- (g) it will obtain any permissions, clearances, licenses, approvals, and/or waivers required from any third parties in connection with the Events(s) (such as by way of example only any applicable musicians, dancers, artists and/or other personnel; any applicable music publishers; any applicable record labels; any applicable unions; and any applicable collective rights or licensing organizations and/or sound recording collection societies) and shall make any payments in connection therewith;
- (h) it will comply with all applicable laws, statutes, regulations and codes (including without limitation all applicable broadcasting, advertising and data protection laws, statutes, regulations and codes) in connection with the Event(s);
- (i) none of the materials or content created in connection with the Event(s) will infringe any rights of any third party;
- (j) save upon the occurrence of a negligent act of GET-IN, GET-IN shall bear no liability for any matters arising out of piracy in relation to Tickets or the distribution and/or disclosure of any Ticket(s) by the Client or any third party including without limitation any Customer following Purchase; and,
- (k) neither the Client (nor, as applicable, any of the Client's affiliated or related companies and their respective joint venturers, successors, assigns, directors, officers, employees associates and agents) shall commit any act or omission which shall directly or indirectly result in any piracy in relation to any Tickets and/or any unauthorized distribution and/or disclosure of any Ticket(s).
- (l) it will provide GET-IN with access to and use of all facilities required by GET-IN to allow GET-IN to fulfil its obligations under this Agreement, including but not limited to an appropriate internet or wifi connection, electricity, appropriate security and health and safety protocols to ensure the safety of all GET-IN staff required on site. For the avoidance of doubt, GET-IN shall not be liable for any services it is unable to

perform and/or provide due to (i) any failure by the Client to comply with this Section, and (ii) any abusive and/or threatening behavior towards GET-IN staff.

14. Termination; Effects of Termination

14.1. Either party may immediately terminate this Agreement at any time by giving notice in writing to the other party on sixty (60) days' advance written notice. The termination of this Agreement shall not release the Client of its obligation to honor any Tickets sold by GET-IN to one or more Events, even if such Events occur following such termination.

14.2. Termination of this Agreement however caused shall be without prejudice to any rights or liabilities of either party accrued as of the effective date of termination.

14.2. Upon termination of this Agreement for any reason the Client shall forthwith:

- (a) immediately pay to GET-IN any sums owed by Client to GET-IN under this Agreement;
- (b) reimburse GET-IN for any Advance for an Event that has not taken place prior to the date of termination of this Agreement;
- (c) pay a sum equal to the amount of any shortfall between the Advance paid and the total Sales Proceeds at the date of termination;
- (d) remove all references to GET-IN and the GET-IN Logos on any advertising, marketing and promotional materials or on the Client's internet sites or applications relating to Events; and
- (e) cease to use any GET-IN Logos or Intellectual Property Rights of GET-IN;
- (f) Cease to use the GET-IN Services in any manner; and
- (g) remove any links to any of GET-IN's websites from the Client's website(s) or application(s).

14.3. Upon termination of this Agreement for any reason GET-IN shall:

- (a) cease to promote, market and advertise the Tickets;
- (b) cease to use the Materials; and
- (c) have no responsibility to make any further payments to the Client, save for any payments already accrued and due before the date on which the Agreement is terminated.

14.4. Save as otherwise expressly provided herein, upon termination or expiry of this Agreement, neither party shall have any further obligation to the other under this Agreement. Termination shall not affect the operation of Sections 5 (Event Information), 8 (Payment and Distribution of Funds), 9 (Intellectual Property), 10 (Customer Personal Data), 14 (Effects of Termination), 15 (Liability to Customers), 16 (Disclaimer of Warranty), 17 (Limitation of Liability), 18 (Indemnity), 22 (Confidentiality) and 29 (Applicable Law) or any other term which either expressly or by implication is intended to come into or remain in force on or after termination.

15. LIABILITY TO CUSTOMERS AND THIRD PARTIES

15.1. AS BETWEEN THE CLIENT AND GET-IN, THE CLIENT SHALL BE SOLELY RESPONSIBLE TO CUSTOMERS FOR TICKETS AND EVENTS AND THE QUALITY OR NATURE OF THE EVENTS, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION, STREAMING QUALITY, SOUND QUALITY, ACCESSIBILITY, AND OTHER ASPECTS RELATING TO THE PERFORMANCE OF THE EVENT.

15.2. THE CLIENT ACKNOWLEDGES THAT THE SERVICES PROVIDED BY GET-IN UNDER THIS AGREEMENT ARE LIMITED TO SERVING AS THE CLIENT'S AGENT FOR THE SALE OF TICKETS ON BEHALF OF THE CLIENT, WHICH HAVE BEEN ALLOCATED TO GET-IN BY THE CLIENT. THEREFORE, GET-IN'S LIABILITY TO CUSTOMERS IS LIMITED TO ITS ROLE AS AN AGENT FOR THE FULFILMENT OF PURCHASES.

15.3. FOR THE AVOIDANCE OF DOUBT THE CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT, AS BETWEEN GET-IN AND THE CLIENT, THE CLIENT SHALL BE SOLELY RESPONSIBLE, AT ITS SOLE COST AND EXPENSE, FOR THE PRODUCTION, IMPLEMENTATION, EXPLOITATION, BROADCAST, TRANSMISSION, DISTRIBUTION, OPERATION AND CONTENT OF THE EVENT(S) INCLUDING WITHOUT LIMITATION THE SELECTION OF THE PLATFORM(S) AND/OR CHANNEL(S) ON WHICH THE EVENT(S) WILL BE BROADCAST AND ANY AGREEMENTS WITH THIRD PARTIES OR OTHER MATTERS IN CONNECTION THEREWITH.

15.4. THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING IT COMPLIES WITH ALL RELEVANT LEGAL AND STATUTORY REQUIREMENTS.

15.5. AS BETWEEN GET-IN AND THE CLIENT, THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR OBTAINING, AT THE CLIENT'S SOLE COST AND EXPENSE, ANY PERMISSIONS, CLEARANCES, LICENSES, APPROVALS AND/OR WAIVERS REQUIRED FROM ANY THIRD PARTIES IN CONNECTION WITH THE EVENT(S) (SUCH AS ANY APPLICABLE MUSICIANS, DANCERS, ARTISTS AND/OR OTHER PERSONNEL; ANY APPLICABLE MUSIC PUBLISHERS; ANY APPLICABLE RECORD LABELS; ANY APPLICABLE UNIONS; AND ANY APPLICABLE COLLECTIVE RIGHTS OR LICENSING ORGANIZATIONS AND/OR SOUND RECORDING COLLECTION SOCIETIES) AND MAKING ANY PAYMENTS IN CONNECTION THEREWITH.

15.6. WITHOUT PREJUDICE TO THE GENERALITY OF SECTION 15.5, IT IS HEREBY ACKNOWLEDGED AND AGREED THAT TO THE EXTENT THAT ANY PERFORMING RIGHTS ORGANIZATIONS ("**PROS**") SHALL BE ENTITLED TO RECEIVE ANY MONIES OR OTHER CONSIDERATION (COLLECTIVELY, THE "**PRO SHARE**") RELATING TO THE SALE OF TICKETS FOR THE EVENT(S), AS BETWEEN GET-IN AND THE CLIENT, THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR LIAISING WITH THE APPLICABLE PRO(S) AND SHALL PAY THE PRO SHARE TO THE APPLICABLE PRO(S) OUT OF THE TICKET SALES PROCEEDS FOLLOWING DEDUCTION OF THE GET-IN FEES.

15.7. NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR:

- (A) DEATH OR PERSONAL INJURY;
- (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (C) ANY LIABILITY THAT CANNOT BE EXCLUDED OR RESTRICTED BY LAW.

16. **DISCLAIMER OF WARRANTY**

16.1. GET-IN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF GET-IN'S COMPUTER SYSTEMS (INCLUDING THE GET-IN SERVICES) OR OTHER ONLINE SERVICES (COLLECTIVELY "**SYSTEMS**") WILL BE UNINTERRUPTED OR THAT THE SYSTEMS WILL BE ERROR FREE OR THAT THE SPECIFICATIONS OR FUNCTIONALITY OF THE SYSTEMS WILL MEET THE CLIENT REQUIREMENTS.

16.2. IF FOR ANY REASON THE SYSTEMS ARE INTERRUPTED, THE CLIENT AGREES THAT GET-IN SHALL NOT BE LIABLE TO THE CLIENT, ANY CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES. HOWEVER, IF ANY INTERRUPTIONS ARE IN GET-IN'S OPINION WITHIN ITS REASONABLE CONTROL, THE CLIENT AGREES TO PROVIDE GET-IN WITH 30 BUSINESS DAYS WITHIN WHICH TO REMEDY ANY INTERRUPTION AND DURING WHICH TIME THE CLIENT SHALL NOT BE ENTITLED TO TERMINATE THIS AGREEMENT UNTIL GET-IN HAS HAD A REASONABLE OPPORTUNITY TO REMEDY ANY INTERRUPTION(S). THE CLIENT SHALL TAKE REASONABLE STEPS, WHERE APPROPRIATE, TO MITIGATE ANY LOSSES INCURRED DURING ANY PERIOD WHERE THE SYSTEMS HAVE BEEN INTERRUPTED, WHICH MAY INCLUDE BUT IS NOT LIMITED TO, HOSTING ON ANOTHER WEBSITE OR PLATFORM.

16.3. GET-IN'S SYSTEMS ARE PROVIDED TO THE CLIENT ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE INTERNET OR USE OF INFORMATION IN CONNECTION WITH ANY SYSTEMS PROVIDED IN THIS AGREEMENT.

16.4. THE CLIENT ACKNOWLEDGES THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS. WHILE GET-IN AGREES TO TAKE REASONABLE SECURITY PRECAUTIONS TO AVOID SUCH OCCURRENCES, GET-IN DOES NOT GUARANTEE OR WARRANT THAT SUCH EVENTS WILL NOT TAKE PLACE.

17. LIMITATION OF LIABILITY

17.1. SUBJECT TO SECTION 17.5, GET-IN SHALL NOT BE LIABLE FOR LOSSES, ANY INDIRECT OR CONSEQUENTIAL LOSS OR ANY LOSS (WHETHER DIRECT OR INDIRECT) OF PROFIT, BUSINESS, REVENUE, DATA, GOODWILL OR REPUTATION TO THE CLIENT OR ANY THIRD PARTY.

17.2. SUBJECT TO SECTION 17.5, GET-IN'S TOTAL MAXIMUM LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH EACH EVENT LISTED ON THE GET-IN SERVICES SHALL NOT EXCEED AN AMOUNT EQUIVALENT TO THE SERVICE FEES PAID TO GET-IN IN RESPECT OF THE RELEVANT EVENT.

17.3. SUBJECT TO SECTION 17.5, GET-IN'S TOTAL LIABILITY IN AGGREGATE UNDER THE AGREEMENT IN EACH CONTRACT YEAR SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL SERVICE FEES PAID BY THE CLIENT TO GET-IN IN THE 12 MONTHS PRECEDING THE CLAIM.

17.4. SUBJECT TO SECTION 17.5, GET-IN SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY OF THE CLIENT'S LEGAL OR CONTRACTUAL OBLIGATIONS OR RESPONSIBILITIES IN RELATION TO THE PERFORMANCE OF THE EVENT WHATSOEVER.

17.5. NOTWITHSTANDING THE FOREGOING, NOTHING IN THE AGREEMENT SHALL BE TAKEN TO LIMIT OR EXCLUDE ANY LIABILITY WHICH GET-IN MAY HAVE FOR (I) DEATH OR PERSONAL INJURY ARISING FROM GET-IN'S NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY LIABILITY THAT CANNOT BE EXCLUDED OR RESTRICTED BY LAW.

18. **INDEMNITY**

18.1. THE CLIENT SHALL INDEMNIFY GET-IN, DEFEND AND HOLD HARMLESS GET-IN AND GET-IN'S AFFILIATED OR RELATED COMPANIES AND THEIR RESPECTIVE JOINT VENTURERS, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (EACH A "**GET-IN PARTY**") AND SHALL KEEP EACH OF THEM FULLY AND EFFECTIVELY INDEMNIFIED AGAINST ANY AND ALL LOSSES, IMPOSED ON, INCURRED BY OR ASSERTED AGAINST ANY GET-IN PARTY ARISING DIRECTLY OR INDIRECTLY FROM:

- (A) ANY EVENT OR VENUE (OTHER THAN AND TO THE EXTENT THAT ANY LOSSES ARISE DIRECTLY FROM BREACH OF THIS AGREEMENT BY GET-IN OR GET-IN'S NEGLIGENCE);
- (B) ANY TICKET CANCELLED OR OTHERWISE RENDERED VOID BY GET-IN AT THE CLIENT'S REQUEST;
- (C) ANY ADVERTISEMENT, MARKETING OR PROMOTION (OTHER THAN ANY MATERIAL PRODUCED BY GET-IN);
- (D) THE CLIENT'S PRODUCTION AND PLACEMENT OF FLY-POSTERS;
- (E) THE MATERIALS (AS DEFINED IN SECTION 10.3) INFRINGING ANY THIRD PARTY RIGHTS;
- (F) THE EVENT INFORMATION;
- (G) COUNTERFEIT OR STOLEN TICKETS OR DIGITAL PIRACY IN ACCORDANCE WITH SECTION 13.3;
- (H) ANY OF THE WARRANTIES OR UNDERTAKINGS CONTAINED UNDER SECTION 5.3; OR
- (I) ANY BREACH, NON-OBSERVANCE OR NON-PERFORMANCE BY THE CLIENT OF THIS AGREEMENT AND/OR ANY OF THE WARRANTIES, REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS CONTAINED HEREIN.

19. **Insurance**

19.1. During this agreement and for a period of two years afterwards, the Client shall maintain in force any required insurance with reputable insurers in accordance with current legislation in force where the Client is domiciled.

19.2. The Client shall, at GET-IN's request, promptly send a copy of the insurance policy certificates, details of the cover provided and the receipt for the premium to GET-IN on taking out and on renewing each policy.

20. **Notices**

20.1. Any notice given or made under this Agreement shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by email. Any notice to the Client shall be sent to the address or to the email address provided by the Client to GET-IN. Any notice to GET-IN shall be sent to legal@get-in.com.

20.2. The parties agree that the provisions of this Section 24 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement or the legal relationships established by this Agreement.

21. **Regulatory and Compliance**

21.1. **Anti-Bribery.** The Client represents and warrants that it:

- (a) has not committed an offence (a "**Bribery Offence**") under the Bribery Act 2010 in the UK, U.S. Foreign Corrupt Practices Act or any similar laws or regulations in any jurisdiction ("**Anti-Bribery Laws**");

- (b) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under any Anti-Bribery Laws;
- (c) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under any Anti-Bribery Laws.

21.2. The Client agrees that it:

- (a) has in place, and shall maintain throughout the Term and until termination of this Agreement, adequate procedures designed to prevent persons associated with the Client (including an employee, sub-contractor or agent or other third party working on behalf of the Client) (an "**Associated Person**") from committing a Bribery Offence; and
- (b) will comply with applicable Anti-Bribery Laws and that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- (c) shall not do or permit anything to be done which would cause GET-IN or any of GET-IN's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to any Anti-Bribery Laws; and
- (d) shall notify GET-IN immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this Section 21.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

21.3. Anti-slavery and human trafficking. In performing its obligations under the Agreement, the Client shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations ("**Anti-Slavery Laws**");
- (b) not engage in any activity, practice or conduct that would constitute an offence under applicable Anti-Slavery Laws; and
- (c) notify GET-IN as soon as it becomes aware of any actual or suspected breach of Section 21.3.(a) and Section 21.3.(b).

21.4 The Client represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.5 **Trade Controls.** The Client represents and warrants that:

- (a) during the Term it will comply with all applicable import and export laws and regulations, including, but not limited to, economic and financial sanctions, export controls, anti-boycott and customs laws and regulations applying to the Client and any of its affiliates (collectively, "**Trade Control Laws**");
- (b) neither the Client nor any of its subsidiaries or affiliates, nor directors or officers is:
 - i. a citizen or resident of, an entity organized under the laws of, or otherwise located in, a country subject to comprehensive territorial sanctions (hereinafter referred to as "**Sanctioned Countries**"),
 - ii. a person or entity that is identified on any list maintained by any government or regulatory body and is subject to asset-freezing measures or other sanctions maintained by such government or

regulatory body (collectively referred to herein as "Restricted Parties");

- (c) neither the Client nor any of its subsidiaries and/or affiliates are 50% or more owned, individually or in the aggregate, directly or indirectly by one or more Restricted Parties or otherwise controlled by any Restricted Party; and
- (d) the Client will not, at any time during the term, engage in any activity under this Agreement that violates applicable Trade Control Laws or causes GET-IN to be in violation of Trade Control Laws.

21.6 Anti-Facilitation of tax evasion. The Client shall during the Term not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under any applicable anti-tax evasion laws or regulations applying to the Client and any of its affiliates.

21.7 Breach of this Section 21 shall be deemed a material breach under [Section 17.2\(a\)](#).

22. Confidentiality

The parties shall, both during and after the term of this Agreement, keep confidential and not disclose to any third party this Agreement, any commercial or operational negotiations, agreements or arrangements entered into between them or any information relating to the business or operations of the other save as required by law or where the information in question has entered the public domain other than in breach of this Section 22. Client acknowledges that aggregated, anonymous data on Tickets sold via the GET-IN Services does not constitute confidential information under this Section.

23. Assignment

The Client shall not assign, charge or make over this Agreement or any of its rights or obligations without the prior written consent of GET-IN.

24. Variation

The Agreement may only be varied, modified or amended by GET-IN on reasonable notice to, and with the consent of the Client. If any provision of the Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

25. Third Parties

Except where expressly stated otherwise in this agreement, a person who is not a party to this Agreement has no rights to enforce any term of this Agreement.

26. Waiver

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right, power or privilege.

27. Force Majeure

While either party is unable to perform any obligation under this Agreement due to fire, act of God, act of terrorism, riot, labor dispute, power or telecommunications failure or any other happening or event beyond the control of the party concerned, that party's failure to perform that obligation shall not constitute a breach or default under this Agreement.

28. Entire Agreement

The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior agreements and understandings relating to the matters provided for herein. The parties acknowledge that they have not relied on any oral or written representations made by the other party or the other party's representatives in entering into the Agreement, including, but not limited to, any information or material provided by GET-IN's personnel or on the GET-IN Services and each party irrevocably and unconditionally waives any right it may have to rescind the Agreement or claim damages for misrepresentation, unless such misrepresentation was made fraudulently, or breach of any warranty not contained in this Agreement or implied by operation of the law.

29. Applicable Law

This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) is governed by, and construed in accordance with, the laws of the state of Florida and the parties submit to the exclusive jurisdiction of the state and federal courts in the State of Florida in respect of any dispute arising out of or in connection with this Agreement.

EXHIBIT A

GET-IN ACCEPTABLE USAGE POLICY

GET-IN seeks to bring harmony and artistic expression through shared experiences. We provide a platform through which event promoters can feature, promote and sell tickets to live experiences that fuel their passions and spread creative expression. However, the events promoted via GET-IN must be safe, respectful, legally compliant and authentic. As such, we've adopted this Acceptable Usage Policy (AUP) to provide event promoters with guidelines and requirements to which they must adhere and honor if they wish to use the GET-IN Services

You may not use the GET-IN Services to engage in any activity that targets or otherwise includes any:

- Bullying
- Child endangerment
- Controlled substances (including cannabis)
- Dangerous organizations or individuals
- Exploitation
- Fraud
- Gambling, raffles, sweepstakes or giveaways
- Harmful misinformation
- Hate speech
- Illegal content or activities
- Invasion of Privacy
- Misrepresentation
- Nudity or sexual content
- SPAM
- Third-Party rights infringement
- Violence and physical harm
- Weapons and firearms

Our AUP applies to all content published on our platform, including but not limited to event listings, images, videos, emails, and content generated through AI or otherwise as well as activities occurring at a live event promoted and ticketed via the GET-IN Services.

Additionally, while this AUP is intended to be generally applicable globally, some requirements may differ in some jurisdictions. It's important that you abide by the local laws and regulations where applicable. It's also important that you continue to check in on any modifications or updates to this AUP.

If you learn of any content that may violate this AUP, please send us an email right away to aup@get-in.com to report the abuse.

We will review the content to determine if it violates this AUP. All determinations are subject to GET-IN's sole discretion, and our decisions are final. When evaluating events, GET-IN considers a range of content and activity. This includes the event postings on the GET-IN Services as well as readily available content and activity from off the platform when we are made aware of it. If the content was reported directly to us, we will consider any additional details provided by the reporter, as well as information readily available outside the

GET-IN Services, such as content on their websites and social media and activity at prior events.

If the content is determined to violate our policies, we may remove only the relevant content, take down the entire event listing, or take alternative action that we determine to be appropriate given the circumstances surrounding the content. If the abuse of our services is severe (in our sole evaluation), which can include repeatedly posting illegal content or repeatedly submitting unfounded complaints, we may also suspend or terminate the Promoter's right to use the GET-IN Services as well as the Promoter's agreement with GET-IN. For most violations, you will receive warnings before your account is suspended. However, for more severe violations, such as Exploitation, Child Endangerment, or Fraud, a single violation could result in the suspension of your account and the termination of your Get-In Agreement.

If we believe there is a legitimate risk of physical harm to someone or a group of people, or direct threats to public safety, we not only take action on the GET-IN Services but will also work with law enforcement, as appropriate and at our discretion. This includes issuing reports of child sexual abuse material to authorities such as the National Center for Missing and Exploited Children (NCMEC) and/or the relevant authorities as required by law. If you or someone you know is in immediate danger as a result of content posted on the GET-IN Services, please first contact your local law enforcement agency. Once you've reported the issue to law enforcement, please send an email to aup@get-in.com.

If we are requested to do so by law enforcement authorities, we may also, depending on the nature of the content and our obligations under applicable laws, remove your content or terminate your account.

We truly value your feedback and the opportunity to hear from our promoters and end users.

If you believe we've taken incorrect action on your content, please let us know by replying to our email within ninety days of our decision. You will receive an email confirming our receipt of your appeal request, as well as one when a decision is made.

Last Update: June 2024