Terms of Service

SmrtSeats, LLC · Effective November 3, 2026 · Version 2026-11-03 · smrtseats.com/terms

Welcome to SmrtSeats. These Terms of Service ("Terms") are a binding agreement between you and SmrtSeats, LLC, a Colorado limited liability company ("SmrtSeats," "we," "us," or "our"). They apply to everyone who visits smrtseats.com, creates an account, buys tickets, or hosts events using our websites, apps, embeddable widgets, check-in and box office tools, and related services (together, the "Platform").

> **Please read Section 16 carefully.** It requires most disputes to be resolved through individual binding arbitration rather than in court, and it waives your right to take part in a class action. You can opt out of arbitration within 30 days, as explained in Section 16.

1. Our Legal Documents and How They Work Together

SmrtSeats uses four documents that work together:

- **These Terms of Service** set the ground rules for everyone who uses the Platform.
- **The User Agreement** adds the terms that apply when you take part in a transaction. **Part A (Ticket Purchaser Terms)** applies when you buy, receive, or use tickets, and you accept it at checkout. **Part B (Event Organizer Terms)** applies to event organizations that host events on SmrtSeats, and it is accepted during event organizer sign-up.
- **The Privacy Policy** explains what personal information we collect, how we use and share it, and the choices and rights you have.
- **The Marketing Communications Consent** explains the optional choices you can make to receive marketing email from event organizers and from SmrtSeats.

Together these are the "SmrtSeats Agreements." If two of them conflict, the more specific document controls for its subject. The User Agreement controls for ticket purchases and event organizer services. The Privacy Policy controls how we handle personal information. The Marketing Communications Consent controls marketing email. A separate written agreement signed by SmrtSeats and an Event Organizer controls over all of these for that Event Organizer, to the extent it says so.

2. Key Terms

- **"Event Organizer"** means an event organization: a business, nonprofit, operator of an event space, promoter, or individual that creates events and sells tickets through the Platform, including the team members who act on its behalf.
- **"Ticket Purchaser"** or **"fan"** means anyone who buys, receives, or uses a ticket through the Platform, whether online or at a box office.
- **"Event"** means a live event listed on the Platform by an Event Organizer.
- **"Ticket"** means a digital ticket, usually delivered as a QR code, that grants a revocable license to attend an Event.
- **"Account"** means a SmrtSeats user account, including any Event Organizer account and team member access.
- **"Content"** means text, images, logos, event details, survey questions, survey answers, and any other material submitted to the Platform.

3. What SmrtSeats Does

SmrtSeats is a technology platform. It lets Event Organizers list Events, sell Tickets, check in attendees, run optional attendee surveys, and see audience insights, and it lets fans find Events and buy Tickets.

SmrtSeats does not organize, produce, own, or operate Events. The Event Organizer is the seller of Tickets for its Events and is solely responsible for its Events, including their content, safety, timing, cancellation, refunds, and entry policies. Payments for Tickets are processed by our payment processor, Stripe, and go directly to the Event Organizer's Stripe account. SmrtSeats receives only its own fees.

4. Eligibility

To create an Account or buy Tickets, you must be at least 18 years old (or the age of majority where you live) and able to form a binding contract. A parent or legal guardian may buy Tickets for a minor and is responsible for that minor's use of the Tickets, subject to any age restrictions set by the Event Organizer. The Platform is not directed to children under 13, and children under 13 may not use it. You may not use the Platform if you are barred from doing so under applicable law. The Platform is intended for Events and users in the United States.

5. Your Account

- You must give accurate, current, and complete information and keep it up to date.
- You are responsible for keeping your password and sign-in methods (including Google sign-in) confidential, and for all activity under your Account.
- Tell us right away at support@smrtseats.com if you suspect unauthorized use of your Account.
- Each Account is for one person. Don't share your Account or use anyone else's.
- Some features, such as adding box office orders to your Account, downloading your data, or deleting your Account, require you to verify your email address.
- Event Organizer team members get access by invitation and are assigned a role (for example, Admin or Scanner). Their use of the Platform is also governed by Part B of the User Agreement.

6. Acceptable Use

You agree to use the Platform only for lawful purposes and as these Terms allow. You will not:

- break any law, or help anyone else break one, including consumer protection, ticketing, privacy, anti-spam, and anti-discrimination laws;
- use bots, scripts, or other automated means to buy Tickets, get around purchase limits, or access the Platform, including in violation of the federal Better Online Ticket Sales (BOTS) Act;
- use more than one Account, or anyone else's Account, to get more Tickets than a purchase limit allows, including the limit on free Tickets;
- commit fraud, use a payment method you're not authorized to use, or file chargebacks in bad faith;
- copy, alter, counterfeit, or duplicate Tickets or QR codes, or present a Ticket you know is invalid;
- scrape, crawl, or harvest data from the Platform, or reverse engineer, decompile, or try to extract its source code;
- probe, scan, or test the Platform's security, or interfere with its operation, without our written permission;
- upload viruses or harmful code, or overload or disrupt our systems;
- impersonate any person or organization, or misrepresent your connection with an Event Organizer;
- post Content that is unlawful, infringing, defamatory, obscene, hateful, harassing, threatening, or misleading;
- submit survey responses that are automated, fake, or meant to manipulate results or fee reductions; or
- use personal information obtained through the Platform for any purpose these Terms or the User Agreement don't allow.

7. Content You Provide

You keep ownership of the Content you submit. You grant SmrtSeats a non-exclusive, worldwide, royalty-free license to host, store, reproduce, display, adapt (for example, resizing images or formatting text), and distribute your Content in order to operate, provide, improve, and promote the Platform and the Events listed on it. This license ends when your Content is removed from the Platform. However, it continues for: Content shared with others before removal; copies we must keep for legal reasons; and survey answers, which we may keep and use in de-identified or aggregated form as described in the Privacy Policy.

You promise that you have the rights needed to submit your Content and that it does not violate these Terms or anyone's rights. We may screen Content, including with automated tools, and may remove or refuse any Content that we reasonably believe violates the SmrtSeats Agreements or the law. If you send us feedback or suggestions, we may use them without any obligation to you.

8. SmrtSeats Intellectual Property

The Platform and everything in it is owned by SmrtSeats or its licensors and is protected by intellectual property laws. This includes our software, design, text, graphics, and the SmrtSeats name and logos, but not Content submitted by users. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Platform for its intended purpose under these Terms. You may not use our names, logos, or trademarks without our prior written permission, except to accurately say that an Event is ticketed through SmrtSeats. If you believe Content on the Platform infringes your copyright, email support@smrtseats.com with enough detail for us to identify the work and the Content.

9. Third-Party Services

The Platform relies on services from other companies, including Stripe for payments and Google for sign-in and hosting. Your use of those services may be subject to their own terms and privacy policies. For example, payments are subject to Stripe's terms, and Event Organizers must accept Stripe's Connected Account Agreement. SmrtSeats is not responsible for third-party services, websites, or content, including Event Organizer websites.

10. Fees

The fees that apply to Ticket purchases and to Event Organizers are described in the User Agreement. Fees charged to a Ticket Purchaser are shown before the purchase is completed. SmrtSeats charges no fees on free Tickets.

11. Electronic Communications and Signatures

By using the Platform, you agree to receive agreements, notices, receipts, and other communications from us electronically, by email or on the Platform. These communications satisfy any legal requirement that they be in writing. Clicking or switching on an "I agree" control is your electronic signature. We record the date and version of the documents you accept.

We will send you transactional messages about your Account, orders, Tickets, refunds, Event changes or cancellations, and security. You can't opt out of these while you have an Account. The Event Organizer of an Event you hold Tickets to may also email you about that Event, as described in the User Agreement. Marketing email is optional and governed by the Marketing Communications Consent.

12. Privacy

Our Privacy Policy explains how we collect, use, share, and protect personal information. By using the Platform, you acknowledge that your information will be handled as it describes.

13. Suspension and Termination

You may stop using the Platform at any time. You can delete your Account in Account Settings, as described in the Privacy Policy. Event Organizers must also follow the closing steps in Part B of the User Agreement. We may suspend or end your access, cancel orders, or remove Content if we reasonably believe that you violated the SmrtSeats Agreements, that your use creates fraud, security, or legal risk, or that we are required to by law. Where appropriate, we will tell you why. Sections that by their nature should survive termination will survive, including Sections 7, 8, and 14 through 19.

14. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, SMRTSEATS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not guarantee that the Platform will be uninterrupted, error-free, or secure.

SmrtSeats is not responsible for Events or for the acts or omissions of Event Organizers, performers, or attendees. This includes an Event's quality, safety, legality, accuracy of its listing, cancellation, postponement, or an Event Organizer's failure to issue a refund. Audience insights, analytics, and automatically generated recommendations are provided for information only and may be incomplete or inaccurate. Some jurisdictions don't allow the exclusion of certain warranties, so some of these exclusions may not apply to you.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SMRTSEATS AND ITS OWNERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THE PLATFORM OR ANY EVENT, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

FOR TICKET PURCHASERS AND OTHER USERS, OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE PLATFORM WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID TO SMRTSEATS (NOT INCLUDING TICKET PRICES, WHICH ARE PAID TO EVENT ORGANIZERS) IN THE 12 MONTHS BEFORE THE CLAIM AROSE, OR (B) US $100. THE LIABILITY OF SMRTSEATS TO EVENT ORGANIZERS IS LIMITED AS DESCRIBED IN PART B OF THE USER AGREEMENT.

These limits apply to every legal theory and survive even if a remedy fails of its essential purpose. They do not limit liability that cannot be limited by law, such as liability for fraud or for gross negligence or willful misconduct where the law doesn't allow it to be limited.

16. Dispute Resolution and Arbitration

Informal resolution first. Before starting a formal proceeding, you and SmrtSeats agree to try to resolve any dispute informally. Send a written description of the dispute and the relief you want to support@smrtseats.com, or we will send one to the email on your Account. If the dispute isn't resolved within 30 days, either side may proceed as described below.

Binding individual arbitration. Except as provided below, any dispute, claim, or controversy arising out of or relating to the SmrtSeats Agreements, the Platform, or any Ticket will be resolved by binding arbitration administered by the American Arbitration Association ("AAA"). Disputes with individual consumers are governed by the AAA Consumer Arbitration Rules. Disputes with Event Organizers are governed by the AAA Commercial Arbitration Rules. A single arbitrator will decide the dispute. The arbitrator may award the same individual relief a court could. For consumers, the hearing will take place in the county where you live or by phone or video. For Event Organizers, it will take place in Colorado or by video. Payment of filing and arbitrator fees will follow the AAA rules. This arbitration agreement is governed by the Federal Arbitration Act.

Exceptions. Either side may bring an individual claim in small claims court if it qualifies. Either side may also go to court to stop infringement or misuse of intellectual property, or unauthorized access to the Platform.

Class action and jury trial waiver. You and SmrtSeats each agree to bring claims only on an individual basis, not as a plaintiff or class member in any class, collective, consolidated, or representative proceeding. YOU AND SMRTSEATS EACH WAIVE THE RIGHT TO A JURY TRIAL. If a court decides that the class action waiver can't be enforced for a particular claim, that claim will proceed in court, not in arbitration, and the rest of this Section will still apply.

Your right to opt out. You may opt out of this arbitration agreement by emailing support@smrtseats.com with the subject line "Arbitration Opt-Out" within 30 days after you first accept these Terms. Include your name and the email address on your Account. Opting out won't affect any other part of these Terms.

17. Governing Law and Venue

These Terms are governed by the laws of the State of Colorado, without regard to its conflict of laws rules, except that the Federal Arbitration Act governs Section 16. Any claim not subject to arbitration will be brought exclusively in the state or federal courts located in Colorado, and you and SmrtSeats consent to those courts' jurisdiction. Nothing in these Terms takes away consumer protection rights that, under the law where you live, can't be waived by contract.

18. Changes to These Terms

We may update these Terms from time to time. When we do, we will post the new version and change the effective date above. If a change is material, we will give reasonable advance notice by email, on the Platform, or at checkout, where practical. Changes will not apply retroactively. In particular, they won't change the terms of a Ticket purchase you already completed or a dispute that arose before the change. By continuing to use the Platform after the new Terms take effect, you accept them. We may also ask you to accept the updated version before you use certain features.

19. General

- **Entire agreement.** The SmrtSeats Agreements are the entire agreement between you and SmrtSeats about the Platform.
- **Assignment.** You may not assign your rights under these Terms without our consent. We may assign ours in connection with a merger, acquisition, or sale of assets, or to an affiliate.
- **Severability and waiver.** If any provision is found unenforceable, the rest stays in effect. Our failure to enforce a provision is not a waiver.
- **Force majeure.** We are not liable for delays or failures caused by events beyond our reasonable control. Examples include outages at our service providers, natural disasters, public health emergencies, and government actions.
- **Relationship.** Nothing in the SmrtSeats Agreements creates a partnership, joint venture, or employment relationship.
- **Notices.** We may send you notices at the email on your Account. Send notices to us at support@smrtseats.com.

20. Contact Us

If you have questions about these Terms, contact our support team at support@smrtseats.com.