User Agreement

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

This User Agreement is part of the SmrtSeats Terms of Service and is a binding agreement between you and SmrtSeats, LLC ("SmrtSeats," "we," "us," or "our"). Words defined in the Terms of Service have the same meaning here. The agreement has two parts:

- **Part A: Ticket Purchaser Terms** applies to anyone who buys, receives, or uses a Ticket, online or at a box office. You accept Part A when you switch on "I agree to the User Agreement" at checkout.
- **Part B: Event Organizer Terms** applies to event organizations that host Events on SmrtSeats. Part B is accepted on behalf of the organization during event organizer sign-up.

The Privacy Policy explains how personal information is handled. The Marketing Communications Consent explains your optional marketing email choices. Arbitration and the class action waiver in Section 16 of the Terms of Service apply to this User Agreement.

Part A: Ticket Purchaser Terms

A1. The Event Organizer Is the Seller

When you buy a Ticket, you are buying it from the Event Organizer of that Event. SmrtSeats sells nothing to you except use of the Platform. The Event Organizer sets the Ticket prices, the refund policy, and the entry rules, and it is responsible for putting on the Event. Your payment goes to the Event Organizer through Stripe, our payment processor. SmrtSeats receives its service fee. Free Tickets involve no payment and no fees.

A2. What a Ticket Is

A Ticket is a revocable license to attend one Event. It is subject to this User Agreement and to the Event Organizer's own terms, posted rules, and house policies. It gives you no other rights. A Ticket may be voided without a refund if it was obtained through fraud, a stolen or unauthorized payment method, or a violation of the SmrtSeats Agreements or the law.

A3. Prices, Fees, and Taxes

The total amount you will pay is shown at checkout before you pay. It may include:

- **Ticket price.** Set by the Event Organizer.
- **Service Fee.** Charged by SmrtSeats for use of the Platform, including the checkout and digital ticketing. It can be reduced or waived when you complete the Event's optional survey (see A4).

- **Card Processing Fee.** When the Event Organizer chooses to pass card processing costs on to buyers, this separate line covers the fee Stripe charges to process your payment. Otherwise the Event Organizer pays it.
- **Taxes.** Any applicable taxes, as shown.

Free Tickets. Some Events offer Tickets priced at $0. Free Tickets have no Service Fee, Card Processing Fee, or other charge, and no payment details are needed. To keep free Tickets available to as many fans as possible:

- each Account can claim up to **six free Tickets per Event**, counted across all of that Account's orders for the Event;
- free and paid Tickets are checked out in separate orders, and promo codes don't apply to free Tickets;
- free Tickets claimed using more than one Account, or anyone else's Account, to get around the limit may be canceled.

All prices are in U.S. dollars. Your bank may charge its own fees, such as foreign transaction fees. We won't raise the price of Tickets after you've selected them at checkout, except as shown to you before you confirm. If an order was placed at an obvious pricing error, the Event Organizer or SmrtSeats may cancel it and refund what you paid.

A4. Optional Surveys and Fee Reductions

Some Events offer a short, optional survey before checkout. If you complete it, the Service Fee for that order may be reduced or waived. The amount is shown before you pay. If you skip the survey, you pay the standard Service Fee. Answering is always your choice. Your answers must be your own and genuine. If responses are automated, fake, or meant to abuse the fee reduction, the standard Service Fee may be charged or the order canceled. **Free Tickets** have no Service Fee, so the survey offers no fee reduction on them. It is still optional, and answering helps the Event Organizer understand what its audience wants. Skipping it never affects your Tickets. Event Organizers may add their own questions. The Privacy Policy explains how survey answers are stored and shared, including that Event Organizers see survey results in aggregated form, not tied to your name or email. It also includes our Notice of Financial Incentive.

A5. Promo Codes

Promo codes are issued by Event Organizers and are subject to any terms they set. Promo codes have no cash value. They may expire or be limited in number of uses, and they can't be combined unless stated. They may be voided if misused or obtained without authorization.

A6. Payment

Payments are processed by Stripe. By completing checkout, you authorize the charge shown. SmrtSeats does not receive or store your full card number or security code. Your order is complete only when payment is confirmed and you receive a confirmation. If your payment fails, no Tickets are issued. Free Tickets are issued as soon as you confirm your order at checkout, with no payment.

Chargebacks. If there's a problem with your order, please contact the Event Organizer or support@smrtseats.com before disputing the charge with your bank. If you file a chargeback, the related

Tickets may be voided while it is reviewed. Chargebacks filed without a valid basis may lead to suspension of your Account.

A7. Getting and Protecting Your Tickets

Tickets are delivered electronically, usually as QR codes. You'll find them in your confirmation email and in My Tickets. Check your order details right away, and contact us if you don't receive your Tickets. **Keep your QR codes private.** Whoever presents a valid QR code first may be admitted, and a Ticket can't be used again once it has been scanned. Neither SmrtSeats nor the Event Organizer is responsible for Tickets that are lost, shared, copied, or stolen after delivery.

A8. Box Office Purchases

Event Organizers may also sell Tickets in person using SmrtSeats' box office tools and Stripe card readers. If you give your email at the box office, your receipt and Tickets are sent there. To add those orders to your Account, sign in with the same email address and verify it. Part A applies to box office purchases too.

A9. All Sales Final; Refunds

All Ticket purchases are final unless the Event Organizer decides otherwise or the law requires a refund. Refunds are issued at the discretion of the Event Organizer and under its refund policy. To ask for one, contact the Event Organizer, or email support@smrtseats.com and we'll pass your request along.

If the Event Organizer approves a refund, it is issued to your original payment method. It may be full or partial. It can include the Service Fee and any Card Processing Fee you paid, up to the total of your order. You'll receive a refund confirmation by email. Refunds usually appear within 5 to 10 business days, depending on your bank. A refunded Ticket is void and can't be used for entry.

Releasing free Tickets. Free Tickets have nothing to refund. If you can't use them, you can release them from your ticket page in My Tickets before the Event starts, as long as none of the Tickets in that order have been scanned. Releasing applies to every Ticket in the order and can't be undone: the Tickets are voided right away and go back on sale, and they no longer count toward your free Ticket limit for that Event. If free Tickets are still available, you can claim them again later.

A10. Cancellations, Postponements, and Changes

- **Canceled Events.** If an Event is canceled, you will receive a full refund of the total you paid for that Event, including the Service Fee and any Card Processing Fee, to your original payment method. Free Tickets to a canceled Event are void, and there is nothing to refund.
- **Postponed or rescheduled Events.** Your Ticket will be honored for the new date. If you can't attend, contact the Event Organizer. Where applicable law or the Event Organizer's policy provides for a refund, you will receive one.
- **Other changes.** Event Organizers may change performers, lineups, times, or other details. Unless the Event Organizer says otherwise or the law requires it, these changes don't entitle you to a refund. We'll use the email on your order to tell you about cancellations and significant changes.

A11. Attending the Event

The Event Organizer's rules apply at the Event. These can include ID and age requirements, bag searches, prohibited items, recording policies, and codes of conduct. The Event Organizer may refuse entry or remove anyone who breaks those rules or the law, without a refund. Live events carry inherent risks, such as crowds, loud sound, and lighting effects, and you attend at your own risk to the extent the law allows. The Event Organizer is responsible for the safety of its premises. Contact the Event Organizer about accessibility needs or accommodations.

A12. Transfers and Resale

SmrtSeats does not currently offer a ticket transfer or resale marketplace. You may give or transfer a Ticket to someone else as permitted by law, but whoever holds the QR code may be admitted, so share it only with someone you trust. Tickets bought from anyone other than SmrtSeats or the Event Organizer may be invalid, duplicated, or counterfeit, and we can't guarantee them. You must respect purchase limits and may not use automated tools to buy Tickets. Orders obtained in violation of the law or the SmrtSeats Agreements may be canceled.

A13. Your Information and the Event Organizer

When you buy or claim a Ticket, including a free Ticket, the Event Organizer receives the information it needs to run the Event and serve you. This includes your name, email, order and Ticket details, and check-in status. The Event Organizer may use that information for your order, for example for entry, customer service, refunds, and important Event notices. The Event Organizer may download a list of the Event's ticket holders (name, email, Tickets, order numbers, and purchase date) and email you directly about that Event from its own email tools, for example with door times, parking, schedule changes, or safety information. These messages are sent by the Event Organizer, not SmrtSeats. It may not use your information for marketing unless you've opted in to that Event Organizer's marketing email. See the Marketing Communications Consent and the Privacy Policy.

A14. Disputes With Event Organizers

Issues about an Event, such as refunds, entry, or the experience, are between you and the Event Organizer. We may try to help, but we're not obligated to resolve them. To the extent the law allows, you release SmrtSeats from claims arising from an Event Organizer's acts or omissions.

Part B: Event Organizer Terms

B1. Acceptance and Authority

Part B is an agreement between SmrtSeats and the event organization named during sign-up (the "Event Organizer," "you," or "your"). The person who accepts it confirms that they are authorized to bind the organization. We record who accepted, when, on behalf of which organization, and which version they accepted. Your team members must also follow the SmrtSeats Agreements. The Terms of Service and Part A also apply to you to the extent relevant.

B2. Your Account and Team

You must provide accurate organization information, such as name, contact email, phone number, address, description, and capacity, and keep it current. You may invite team members and assign them roles, such as Admin or Scanner. You are responsible for everything your team members do on the Platform, for removing access promptly when someone leaves, and for securing the devices used for check-in and box office sales.

B3. Payments Through Stripe

To sell Tickets, you must connect a Stripe account through Stripe Connect and accept Stripe's Connected Account Agreement and Services Agreement. Ticket payments are direct charges on your Stripe account:

- **You are the seller and merchant of record** for your Tickets.
- Stripe deducts its processing fees from your Stripe balance and pays out on its own schedule. Stripe may place holds or reserves under its terms.
- SmrtSeats does not hold your funds. It collects its fees as application fees on each payment.
- You authorize SmrtSeats to create charges, refunds, and application fees on your Stripe account, and to access the account information we need to operate the Platform and give you reporting.

B4. Fees

- **Service Fee (paid by buyers).** SmrtSeats charges buyers a Service Fee and keeps it. It may be reduced or waived for buyers who complete your Event's survey.
- **Platform Fee (paid by you).** When a buyer pays no Service Fee (for example, because they completed the survey), SmrtSeats charges you a Platform Fee. It is a percentage of the ticket subtotal and is deducted from the payment. Box office (in-person) sales also carry a Platform Fee.
- **Card processing fees.** Stripe charges a fee on every payment. For each Event, you choose whether buyers pay a separate "Card Processing Fee" line (the default) or you absorb the fee. The buyer-paid amount is calculated from Stripe's standard pricing. It may differ slightly from what Stripe actually charges (for example, on international cards), and you bear any difference.
- **Rates.** Your fee rates are the ones we provide during onboarding or agree with you in writing. A custom rate applies only for the period agreed, then reverts to standard rates. We will give at least 30 days' notice by email before increasing your fees. Increases won't apply to Tickets already sold.
- **Free Tickets.** SmrtSeats charges no Service Fee, Platform Fee, or other fee on free Tickets, and no card processing fee applies because there is no payment.
- **Taxes.** You are responsible for determining, collecting, reporting, and paying any sales, admissions, amusement, or other taxes on your Tickets and Events. SmrtSeats is responsible for taxes on its own income. Stripe may issue tax forms (such as Form 1099-K) for your payouts.

B5. Event Listings and Pricing

Your Event listings must be accurate, complete, and not misleading. They include date, time, location, ticket types and prices, age restrictions, your refund policy, and any important conditions. You must follow pricing laws, including the FTC Rule on Unfair or Deceptive Fees and Colorado ticketing laws. You may not charge Ticket holders undisclosed fees, or raise a price after a buyer has selected Tickets.

Free Tickets. You may offer Tickets for free by setting their price to $0. For free Tickets, the Platform:

- limits each Account to six free Tickets per Event, across all of its orders;
- checks out free and paid Tickets in separate orders, and doesn't apply promo codes to free Tickets;
- lets a buyer release unused free Tickets before the Event starts if none have been scanned, which voids those Tickets and puts them back on sale.

Free Tickets can't be processed on a card reader at the box office. To admit guests for free at the door, use comp tickets. Free Tickets count toward your Ticket quantities and capacity like any other Ticket, and you must honor every valid free Ticket. You represent that you have the rights to all Content in your listings, including images, logos, and performer names. You grant SmrtSeats the license in Section 7 of the Terms of Service, which includes displaying and promoting your Events on the Platform, in embeddable widgets, and in SmrtSeats marketing. We may screen, edit for format, or remove listings that violate the SmrtSeats Agreements or the law.

B6. Running Your Events

You are solely responsible for your Events, including:

- permits, licenses, and music performance licenses;
- the safety and security of your premises, and complying with capacity limits and fire codes;
- alcohol laws, age verification, and accessibility laws, such as the Americans with Disabilities Act;
- contracts with performers, vendors, and the owners of any space you use.

You must keep insurance that is customary for Events of your type and size, including general liability insurance. You must honor every valid Ticket. The Platform enforces the Ticket quantities you set, and you are responsible for setting them within your lawful capacity. Where the law prohibits it, you may not refuse entry to a Ticket holder only because the Ticket was transferred or resold.

B7. Refund Policy and Refunds

- **Your policy.** You set your refund policy and must communicate it to buyers. If you don't state one, Part A's default ("all sales final unless the Event Organizer decides otherwise or the law requires") applies. You handle buyer refund requests promptly and in good faith.
- **Who pays for refunds.** Refunds come out of your Stripe balance. **SmrtSeats keeps its fees on refunds** (the Service Fee and the Platform Fee), because the service was already provided. Stripe does not return its processing fee on refunds. When a refund returns the buyer's Service Fee or Card Processing Fee, you cover those amounts from your balance.
- **Cancellations.** If you cancel an Event, you must cancel it on the Platform (or tell us right away) and refund every buyer in full, including fees. The Platform's cancellation tool does this automatically from your Stripe balance. Free Tickets are voided and there is nothing to refund, but their holders are still notified of the cancellation.
- **Postponements.** If you postpone or reschedule an Event, you must notify buyers promptly, honor their Tickets for the new date, and offer refunds where the law or your policy requires.
- **Sufficient funds.** You must keep enough in your Stripe balance to cover refunds and disputes. If your balance is short, Stripe may debit your linked bank account, and you remain responsible for any amount owed.
- **Refunds we may issue.** SmrtSeats may issue refunds from your account when an Event is canceled or doesn't take place as advertised, when the law requires a refund, or to address fraud.

B8. Chargebacks and Disputes

Because payments are direct charges on your account, you are responsible for buyer disputes and chargebacks, including the disputed amounts and Stripe's dispute fees. Respond to disputes promptly. We can provide order and check-in records to support your response.

B9. Attendee Data and Marketing

What you receive. Through the Platform you may receive:

- order information: buyer name, email, Ticket details, amounts, refunds, and check-in status;
- a downloadable ticket holder list for each of your Events. It includes each current ticket holder's name, email, Tickets, order numbers, and first purchase date, and leaves out refunded and canceled orders;
- attendance counts;
- aggregated survey results and audience insights, including age-range totals of your ticket buyers;
- a marketing export of fans who opted in to your marketing email. It includes each fan's email address, how many of your Events they've attended, and the date they consented.

How you may use it.

- Use order information only to run your Events and serve buyers, for example entry, customer service, refunds, safety and Event-change notices, and legally required messages. **Do not use it for marketing.**
- **Ticket holder lists.** Use a ticket holder list only to email that Event's ticket holders about that Event. These emails must be about the Event, identify you as the sender, and not promote other Events,

products, or offers. You send them from your own email tools as the sender, and you are responsible for their content and delivery. Don't add ticket holders to a mailing list or combine the list with your marketing lists. Download a fresh list before each send so refunded and canceled buyers are left out. SmrtSeats still sends its own order, Ticket, refund, change, and cancellation emails.

- Send marketing email only to fans in your current marketing export. Never market to buyers who aren't in it.
- **Honor unsubscribes.** Use a marketing export no more than 10 business days old for each send, or remove anyone who no longer appears in a fresh export. Process unsubscribe requests you receive directly within 10 business days. Every marketing email must identify you as the sender, include your postal address, and include a working unsubscribe link. You may link to the SmrtSeats Email Preferences page for this.
- Do not sell, rent, or disclose attendee information to third parties, except service providers acting only for you under confidentiality obligations.
- Comply with CAN-SPAM, the Colorado Privacy Act, and every other applicable privacy, data protection, and anti-spam law. You are independently responsible for the attendee information you export, download, or receive, including ticket holder lists and marketing exports.
- Do not try to re-identify survey respondents or ticket buyers, or link survey answers or age-range insights to individuals.
- Your custom survey questions may not ask for sensitive information, such as health, financial account or government ID numbers, precise location, sexual orientation, religion, immigration status, or information about children. We may remove questions that do.
- Protect attendee information with reasonable security, and notify us within 72 hours of learning of a security incident involving information obtained through SmrtSeats.
- Delete order information when you no longer need it for your Events, accounting, or legal obligations.

B10. Check-In and Box Office Tools

You may use SmrtSeats' scanning tools to validate Tickets, and box office tools with Stripe Terminal card readers to sell Tickets in person. You are responsible for buying and securing your card readers and for following Stripe's Terminal terms. Ask buyers for their email at the box office only to send their receipt and Tickets, and with their permission.

B11. Insights, Analytics, and Data Features

Audience intelligence, survey analytics, sales reports, and automatically generated insights are for information only. They depend on who chose to answer surveys and which buyers have an age on their account, and may be incomplete or inaccurate. They are not professional, financial, or legal advice, and you are responsible for decisions you make based on them. Some features may have usage limits.

B12. Embeddable Widget and Publicity

You may embed the SmrtSeats ticketing widget on your website following our documentation, without changing how it works. We may identify you as a SmrtSeats customer by name and logo. You can ask us to stop at any time by emailing support@smrtseats.com.

B13. Confidentiality

Each party will keep confidential the other's non-public business information it receives through the Platform, including your sales data and any custom fee terms. It will use that information only to perform under the SmrtSeats Agreements. This does not apply to information that is public, already known, independently developed, or required to be disclosed by law.

B14. Your Promises

You represent and warrant that:

- your organization is validly existing, and the person accepting Part B is authorized to do so;
- your Events and listings are lawful and you have every permit, license, and right they require;
- you will comply with all applicable laws, including consumer protection, ticketing, tax, accessibility, privacy, and anti-spam laws;
- you and your owners are not subject to U.S. sanctions.

B15. Indemnification by Event Organizers

You will defend, indemnify, and hold harmless SmrtSeats and its owners, employees, and agents from all claims, losses, liabilities, damages, fines, and expenses (including reasonable attorneys' fees) arising from:

- your Events, including injuries, property damage, cancellations, postponements, and refunds owed;
- your listings and Content;
- your use of attendee information or your marketing emails;
- taxes on your Tickets;
- your team members' actions;
- your breach of the SmrtSeats Agreements or the law.

B16. Limitation of Liability for Event Organizers

In addition to Sections 14 and 15 of the Terms of Service: SMRTSEATS' TOTAL LIABILITY TO YOU FOR ALL CLAIMS RELATED TO THE PLATFORM WILL NOT EXCEED THE FEES SMRTSEATS RECEIVED FROM YOUR EVENTS IN THE 12 MONTHS BEFORE THE CLAIM AROSE. SmrtSeats is not liable for lost ticket sales, lost profits, Platform outages, or Stripe holds, reserves, or payout delays. This limit does not apply to your obligations under B9, B13, or B15, or to amounts you owe for refunds, chargebacks, or fees.

B17. Term, Suspension, and Termination

Part B continues until terminated. You may close your organization's account by emailing support@smrtseats.com. Before closing, you must complete or cancel all upcoming Events and resolve outstanding refunds and disputes. We may suspend or terminate your access, pause ticket sales, or remove listings for any of these reasons:

- a breach of the SmrtSeats Agreements;

- suspected fraud;
- excessive refunds or chargebacks;
- an Event that appears unlikely to take place as advertised;
- unpaid amounts;
- legal risk.

Where appropriate, we will tell you why. If your account is terminated, we may cancel your upcoming Events and refund buyers from your Stripe balance. Your obligations for refunds, chargebacks, fees, attendee information, and indemnification, along with Sections B13 and B15 through B18, survive termination.

B18. Separate Written Agreements

If you and SmrtSeats sign a separate written agreement, such as a custom pricing or services agreement, it controls over Part B to the extent the two conflict.