



## SERVICE AGREEMENT WITH CUSTOMER FOR TICKET SALE

### IN BETWEEN:

**THELASTSEAT, LDA**, company headquartered in Rua Francisco Lázaro, N.º 28, 2.º C, Abóboda 2785-720 São Domingos de Rana, legal person 517 973 677, in this act represented by José Palma, managing partner, henceforth THELASTSEAT.

**AND,**

\_\_\_\_\_, Individual (VAT) \_\_\_\_\_,  
resident at \_\_\_\_\_, henceforth CUSTOMER.

Is granted the current “ **SERVICE AGREEMENT WITH CUSTOMER FOR TICKET SALE** “, what they do under the following terms and clauses:

### 1) -Definitions

For a better understanding of the content and scope of this contract, both parties agree to adopt the following definitions:

- a ) - **THELASTSEAT, Lda**: The entity, with the taxpayer number 517 973 677, which offers its ticketing service under the name “THELASTSEAT”, and, established in Lisbon.
- b ) - **Customer**: The event organizer.
- c ) - **Ticket service platform**: the app SaaS (*Software as a Service*) developed by THELASTSEAT where the User can purchase ticket(s) through THELASTSEAT as an intermediary for the Customer, including web and mobile applications.
- d ) - **Contract**: The agreement made between the Customer and THELASTSEAT regarding the use of the Ticket Service Platform.
- e ) - **Contract: Ticket(s)**: The entry ticket to an event organized by or on behalf of the Customer that is sold by THELASTSEAT to the User through the Ticketing Services Platform.
- f ) - **User**: The person and/or legal entity using the Ticket Service Platform to purchase Ticket(s) from THELASTSEAT for an event organized by or on behalf of the Customer.
- g ) - **Services**: Refers to the functionality of the Software, the Site, customer support, and customization of the Software or other services provided by THELASTSEAT.

### 2 - Applicability of the Customer Agreement

2.1 Accepting an offer from THELASTSEAT confirms that you accept this **Customer Agreement**.

2.2 Customer terms and conditions such as the terms and conditions of an event location owner may apply to this agreement. In the event of a conflict between the conditions of various terms and conditions and this Customer Agreement, the conditions of this Customer Agreement prevail.

2.3 Deviations from the conditions in this Customer Agreement are only possible in writing; in that case, the other conditions remain fully in effect.



2.4 This **Customer Agreement** also applies to the performance of contracts with THELASTSEAT, where third parties must be involved by, or on behalf of, THELASTSEAT.

### 3 - Pre-contractual stage

3.1 All offers issued by THELASTSEAT or any offers made of any kind will be valid for a maximum period of 30 days. After this period, the counterparty can invoke the proposal (offer). THELASTSEAT is not bound by this proposal (offer) by the counterparty if it appears or should be apparent that this proposal or offer made in whole or in part contains an obvious error or mistake.

### 4 - Ticket service platform

4.1 The Ticket Service Platform ensures that the Ticket(s) for an event organized by the Customer will be offered by THELASTSEAT to Users through the Ticket Service Platform. Furthermore, the Ticket Service Platform ensures that by-products can be offered to Users. When a User purchases a ticket through the Customer's ticket service Platform, a remote contract is made between the User and the Customer, substantiated by the payment and issuance of tickets. The Customer organizes the event at its own risk.

4.2 THELASTSEAT provides the Ticket Service Platform as a SaaS service to Customer and User. The Customer is not permitted to let third parties use the services provided by THELASTSEAT.

4.3 THELASTSEAT provides Customer access to use the Ticket Service Platform if and to the extent necessary to fulfill the obligations included in the Agreement.

4.4 The Ticket Service Platform is - in part with the aim of maximizing the tickets to be sold - managed and maintained by THELASTSEAT, at THELASTSEAT's expense and, where necessary, improved in accordance with the requirements of proper functioning.

4.5 If applicable, THELASTSEAT provides at its own discretion and if reasonably possible in accordance with the applicability of this Customer Agreement, new versions of the Ticket Service Platform to Customer.

4.6 The Ticket(s) are bought and sold through the Ticket Service Platform where the User acts as the buyer and the Customer as the exclusive seller of the Ticket(s), that is.

### 5 - Payments for tickets

5.1 All payments by the User in connection with the sale of Tickets through the Ticket Service Platform - based on an authorization by the Customer to THELASTSEAT as a result of an Agreement entered into - are made to an THELASTSEAT bank account.

5.2 Payments made by Users and received by THELASTSEAT into the bank account referred to in article 5.1 **are** - with deduction of the amount agreed with the Customer as referred to in article 7 of this Customer Agreement - **transferred** to the Customer to a bank account to be specified by the Customer, following a withdrawal request made by the Customer, **just, after** the event has occurred successfully **and, just, after** THELASTSEAT has received payment from the payment processor.

5.3 The Customer guarantees to THELASTSEAT that the General Terms and Conditions of the tickets are accepted by the User.



5.4 Ticket Cancellation – THELASTSEAT is subject to the laws and regulations regarding purchase cancellations, and the User has the right to request the cancellation of a purchase and receive a refund whenever the request complies with relevant laws and regulations, and the Customer approves such refunds.

## 6 - Invoicing

6.1 Within the scope of this contract, the Customer will exclusively hold all invoicing rights, which will be invoiced on behalf of the Customer, with the possibility for THELASTSEAT to intermediate in such transaction.

6.2 In order for the Customer to issue the invoice to the User, THELASTSEAT makes available, on the platform, the necessary data of the User/Buyer, for consultation and issuance of the invoice by the Customer, with the Customer being fully responsible for the process, from the issuance to sending the invoice.

6.3 As an alternative to that referred to in 6.1 and 6.2 and, if previously agreed between THELASTSEAT and the Customer, THELASTSEAT provides a certified automatic invoicing service in electronic format, upon subscription by the Customer and charged according to previously approved amounts. By opting for this solution, the Customer transfers to THELASTSEAT the right to intermediate the invoicing operation.

6.4 Payment for the automatic invoicing service is deducted monthly from the balance the Customer has with THELASTSEAT. If the balance does not allow the payment of the automatic invoicing software, an invoice will be issued with the missing amount.

## 7 - Fees and Payments

7.1 THELASTSEAT charges the following costs to the Customer:

a) The agreed commission, as well as the agreed services, for the use of the Ticket Service Platform:

a.1) the default fee is 5% + VAT on the ticket price, with a minimum of €0,25 + VAT, per ticket, plus payment processing, if applicable.

a.2) the commission for free ticket (*free ticket means the ticket provided by the Customer at zero euros*)

- The cost for a free ticket is €0,15 + VAT, per ticket.

b) the monthly subscription amount for the automatic invoicing service in electronic format, if subscribed by the Customer.

c) the withdrawal cost - The cost for withdrawal or transfer to a bank account in Portugal, in Euros, is 2.5 € and is deducted from the amount to be withdrawn.

d) other costs to be collected depend, among other things, on the level of service chosen by the Customer.

e) default costs and commissions are visible and described on the platform and may vary from time to time.

f) costs for additional services are agreed with the Customer in the contract.

7.2 THELASTSEAT has the right – *if there is a reason to do so* – to adjust costs, provisionally. The Customer declares in advance to agree to a reasonable adjustment.

7.3 Payments for costs charged by THELASTSEAT to the Customer are made as referred to in section 5.2 of this Customer Agreement. In the event that full or partial settlement is not possible, THELASTSEAT will inform the customer. The Customer is then obliged to immediately pay the outstanding amount.

7.4 The costs charged are explicitly due to THELASTSEAT if the Customer, for any reason, decides to fully or partially refund the costs of the User's Entry Ticket(s).



7.5 THELASTSEAT reserves the right to create free tickets for the event as long as the maximum number of tickets is not exceeded. An absolute maximum of 2 (in words: two) tickets per event is applicable for this.

## **8 - Reports**

THELASTSEAT provides information and knowledge regarding Ticket(s) sales through the THELASTSEAT website.

## **9 - Privacy and personal data**

9.1 Because it is necessary for the performance of the contract, the Customer will inform THELASTSEAT how the Customer will comply with its obligations based on the General Data Protection Regulation (known as GDPR/GDPR).

9.2 The Customer indemnifies THELASTSEAT against claims from persons whose personal data is recorded or processed in the context of the register of persons which is maintained by the Customer, or for which the Customer, based on the GDPR, is otherwise the controller, unless the Customer proves that the facts on which the claim is based are attributable to THELASTSEAT.

9.3 With regard to the processing of personal data, both the Customer and THELASTSEAT are individual controllers; personal data are processed both within the organization itself and by the processors, with Users being the subject of the data, all of this as stipulated in the RGPD.

9.4 The responsibility for the personal data that is processed by the Customer using the Ticket service Platform, with the execution of the Agreement or other THELASTSEAT service, rests entirely with the Customer. The Customer guarantees to THELASTSEAT that the content, use and/or processing of personal data is not illegal and does not violate any third party rights. The Customer indemnifies THELASTSEAT against any legal claim by a third party, for whatever reason, in connection with this personal data or the performance of the Agreement.

9.5 THELASTSEAT processes personal data in accordance with the THELASTSEAT privacy policy, which can be consulted on the THELASTSEAT.pt website.

## **10 - Data provision (Company)**

In order to be indicated by THELASTSEAT, the Customer undertakes to promptly provide THELASTSEAT with all information that THELASTSEAT considers necessary for the optimal functioning of the Ticket Service Platform.

## **11 - Intellectual property**

Both THELASTSEAT and the Customer reserve all intellectual property rights in everything they post and/or are used and/or provided in connection with the performance of the Agreement. Unless otherwise expressly agreed in writing between the parties, there will be no transfer of intellectual property based on this Customer Agreement, or the terms of the Agreement.

## **12 - Indemnity**

12.1 Customer indemnifies THELASTSEAT against all third party claims for damage caused by Customer for providing incorrect or incomplete information.

12.2 Customer indemnifies THELASTSEAT upon first claim if THELASTSEAT is held liable in any way by or on behalf of User in connection with the content and/or proper or improper performance of an event; such as, for example, in case of



cancellations, as well as the associated communication from the Customer to the User, or, for any other possible form of failure, and/or, unlawful actions of the Customer towards the User.

12.3 THELASTSEAT is entitled to recover from the Customer all costs incurred in and out of court in connection with legal and/or financial disputes that have arisen between the User and the Customer.

### **13 - Responsibility**

THELASTSEAT cannot guarantee or warrant that the Services will meet your requirements or be available uninterrupted, secure or error-free. We will take the initiative to implement all reasonable measures to maintain the security and integrity of the Data provided by Users. THELASTSEAT cannot and does not guarantee that its services are up 100% of the time.

Services may be down (i) for scheduled maintenance, (ii) due to force majeure, (iii) for specific Users due to account suspension or termination, (iiii) Internet problems outside THELASTSEAT's area of influence, (iiiii) bugs in code, hardware, or services that have not been fixed.

13.1 Both parties are only liable to the extent that this appears outside the scope of this Customer Agreement.

13.2 THELASTSEAT's liability for a failure for which it may be held liable in performing the Agreement will only arise if the Customer gives THELASTSEAT written notice of breach as soon as possible, giving a reasonable period of time to resolve this fails and, if THELASTSEAT fails to meet its obligations, after this period. All this does not affect the Customer's rights mentioned in point 13.1.

13.3 THELASTSEAT's entire liability for a failure for which it may be liable to perform the Agreement, use the Ticket Service Platform, or any other legal basis, explicitly including any failure to perform anything that is warranted to be an agreed obligation to the Customer, is limited to direct damage compensation, at the maximum value of the price stipulated for the Contract. In no event will THELASTSEAT's total liability, for direct damages and on any legal basis, exceed €2,000.

13.4 THELASTSEAT is not liable for damages to the Customer, of any shape or size, due to refunds and/or claims – for whatever reason – from Users. The direct or indirect damages resulting from this are supported by the Customer. THELASTSEAT has the right to settle refunds and/or claims with the Customer with respect to other current payments from Users.

13.5 THELASTSEAT is only liable to the Customer for damages or losses as a result of the untimely or improper breach of the Contract, and/or other contractual obligations, to the extent that such damage is caused with intent, willful recklessness, or negligence. clear from THELASTSEAT, or third parties involved by THELASTSEAT.

13.6 THELASTSEAT is not liable for indirect damages, consequential damages, lost profits, lost savings, reduced goodwill, damages caused by business stagnation, damages resulting from claims by Users against the Customer.

13.7 THELASTSEAT is not responsible for damages that are the direct or indirect result of malfunctions or maintenance of the computers or (electronic) systems or mobile equipment you use.

13.8 THELASTSEAT is not responsible for damages that are the direct or indirect results of the falsification of Ticket(s) by Users or third parties or any other type of improper or unlawful use of Tickets by Users or third parties.

13.9 The liability restrictions referred to in this Customer Agreement are also stipulated on behalf of third parties engaged by THELASTSEAT, who may therefore have recourse to this liability restriction.

13.10 The condition of being entitled to any compensation for damages is always that the Customer must report the damages to the supplier in writing as soon as possible after the incident. Any claim for damages to THELASTSEAT expires for the mere lapse of twenty-four months after the claim is filed, unless the Customer has initiated a legal claim for damages before this period expires.



## 14 - Termination

Termination is possible if:

- one of the parties is declared bankrupt; he was granted suspension of payment; is dissolved or liquidated; business operations are canceled or transferred abroad; or creditors have been offered and accepted a private settlement or other form of debt remediation.
- one of the parties, after written notice of default by registered mail, remains in default for more than seven days to perform its obligations under the Contract;
- the Customer uses the Ticket service Platform for any purpose other than which THELASTSEAT has provided the Ticket service to the Customer in accordance with the agreements made;
- the Customer, himself or with the help of third parties, tries in any way to implement changes to the Ticket service Platform;
- the Ticket Service Platform is used directly or indirectly by the Customer to enter into agreements with users who, due to their content or scope, are in breach of the law, good ethics or public order, or agreements that, due to the content or scope, qualify as offensive or fraudulent.

## 15 - Force Majeure

15.1 In a situation of force majeure - which means that there is a breach by one of the parties that cannot be attributed to the party itself, because it is not through its fault, nor due to law, legal act or general acceptance, that the situation is characterized - and, whose situation of force majeure lasts for more than 14 days, both parties have the right to dissolve the Contract, without any obligation to pay compensation for damages.

15.2 The parties agree, in any case, that there will be no case of force majeure under the terms of article 14.1, in the following cases:

- in the event of a failure or delay in performance - other than intentional or deliberate carelessness on the part of THELASTSEAT - due to the destruction, in any way, of servers, backups and other equipment used by THELASTSEAT, as well as telephone and traffic malfunctions of internet;
- in the event of failure or delay in THELASTSEAT's performance as a result of sabotage - with or without terrorist intent - of third parties, including actions by so-called "hackers" and/or "crackers".

## 16 - Acceptable Use Policy

16.1 Customer agrees that it will not misuse the THELASTSEAT platform. Misuse is any use, access to or interference with the Platform contrary to the Terms, Privacy Policy and applicable laws and regulations. THELASTSEAT may, in its sole discretion, suspend or terminate access to all or only part of the Platform to any User or Customer, without prior notice or need to deliberate on reasons for doing so.

THELASTSEAT reserves the right to deny service to any person or entity at any time.

Customer agrees that while using the Ticket Service Platform, Customer will not behave contrary to the Terms, Policies, applicable laws and regulations, and in particular will not, without limitation, do any of the following:

- (i) send or post unauthorized commercial communications (such as spam) through the Platform;
- (ii) access the Platform using automated means (such as "harvesting bots", robots, spiders, or "scrapers" or the like) without our permission;



- (iii) upload viruses or other malicious code;
- (iv) bullying behavior, intimidating or harassing any other User;
- (v) post or transmit content that is illegal, hateful, obscene, threatening, incites violence, insulting, defamatory, violates intellectual property rights, invades privacy, or contains graphic or gratuitous violence, or is otherwise objectionable to third parties;
- (vi) harass, threaten, shame, cause distress or discomfort in another individual or entity, impersonate any other person or entity, or otherwise restrict or inhibit any person from using or enjoying the Platform;
- (vii) take any action that creates a disproportionately large usage load on our Platform, unless expressly permitted by THELASTSEAT;
- (viii) post or transmit content that is misleading;
- (ix) communicate any information or content that Customer is not entitled to make available under any law or in contractual or fiduciary relationships, or that otherwise infringes or violates the rights of another person;
- (x) encourage participation in or promote any content, pyramid schemes, surveys, chain letters or spam, or unsolicited emails through the Platform;
- (xi) post or transmit links to other websites that violate these Terms;
- (xii) facilitate or encourage any breach of these Terms.

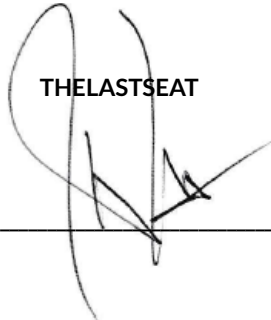
16.2 If, for any reason, your account, or any part of it, is suspended, prohibited, restricted, blocked, terminated or disabled in any way by THELASTSEAT, you agree to abide by such a decision.

You may not create another account with the intent to circumvent these limitations or attempt to circumvent any limitations imposed on your account without our permission. Any effort to avoid these limitations may result in the termination of all current and future accounts you register.

### 17 - Forum choice

The legal relationship between the Customer and THELASTSEAT is subject to the laws of Portugal. The Lisbon court has exclusive jurisdiction to hear any disputes between the Customer and THELASTSEAT, with the understanding that THELASTSEAT remains entitled to sue the Customer in court before a judge having jurisdiction over disputes between the Customer and THELASTSEAT without the choice above the forum.

This contract was made on the day \_\_\_\_\_ of \_\_\_\_\_ (month), \_\_\_\_\_ (year), in two originals, one being delivered to each of the granting parties.

**THELASTSEAT**  
  
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**CUSTOMER**  
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