



Terms and Conditions of service use

This service usage agreement defines and explains the terms and conditions for using the software and services provided by TheLastSeat, Lda. Please read this document carefully and keep a copy for your reference.

By using the services or accessing any content that is made available on TheLastSeat.com, you express your agreement to be legally bound by our terms and conditions of service use indicated in this document, committing to comply with them in their entirety, once that you are entering into a binding contract with TheLastSeat.

1. Definitions

The following definitions apply in these terms and conditions:

- TheLastSeat Lda, entity registered in Portugal with taxpayer number 517 973 677, which offers its ticket sales service under the name "TheLastSeat/TheLastSeat.com", hereinafter referred to as TheLastSeat;
- Client: the organizer and/or promoter of events that, individually or collectively, representing a company or other entity, who acts in a profession or role with responsibility for organizing events;
- Ticket service platform: the SaaS application (software as a service) developed by TheLastSeat where the User can buy tickets from the TheLastSeat Customer, through the solution provided by TheLastSeat, including web and mobile applications;
- User: the person and/or legal entity using the Ticket Service Platform to purchase TheLastSeat Customer Tickets for an event hosted by the Customer;
- Agreement: the agreement made between the Customer and TheLastSeat regarding the use of the Ticket Service Platform;
- Tickets: the entry ticket to an event organized by or on behalf of the Customer that is made available by TheLastSeat to the User through the Ticketing Services Platform.

2. Applicability of these terms and conditions of service use

2.1 These terms and conditions of service apply to the use of the Ticket service Platform for the purchase of Tickets, where a direct and punctual remote Contract is concluded between the Customer and the User. When a User purchases a ticket from the Customer through the Ticket Service Platform, a remote contract is concluded between the User and the Customer.

2.2 The applicability of any other terms and conditions service use, regardless of whether they are used by the User or by another third party, is explicitly rejected.

2.3 TheLastSeat may change these terms and conditions for service use at any time, and the terms and conditions will apply as soon as they become available on the Ticket Service Platform.

3. Use of the User account on the Ticket Service Platform

3.1 The Ticket Service Platform automatically creates a User account at the time of purchase of Tickets by the User. At the time of creating the User account, various personal data will be requested, essential for the operation, which the User provides with his consent. To create a User account, the following User information is required:

- a) first name;
- b) last name;
- c) e-mail;
- d) phone number.

3.2 The User must at least meet the following requirements;

- a) have an account on the Ticket Service Platform;
- b) be reachable by email and phone.

3.3 The User is responsible for having the correct and updated information in his User account.

3.4 TheLastSeat has the right at all times and in all circumstances not to process the purchase of Tickets through the Ticket Service Platform.

3.5 The User is responsible for defining and using the Username and respective password of his User account. TheLastSeat recommends that the User use a unique, personal and non-transferable password and keep it carefully, keeping it confidential.

3.6 The User is not authorized to allow others to use his personal account. TheLastSeat is not responsible for the unauthorized use of the User's account and the resulting damages to the User.

3.7 When purchasing Tickets, the User agrees to act in accordance with these terms and conditions of use of the service, being responsible for their total or partial non-compliance.

3.8 TheLastSeat is not responsible for late or unclear transfer of information or clerical errors, regardless of who the information relates to or to whom it is provided.

3.9 TheLastSeat may take any action it deems necessary including, but not limited to, blocking or deleting the User's account or blocking the sale and/or purchase of tickets on the Ticket Service Platform. More specifically, access to the User's account may be refused or limited, depending on the User's trading background and behavior on the Ticket Service Platform, all at TheLastSeat's discretion.

4. The Ticket Service Platform

4.1 The ticket sales price is published on the Ticket Service Platform to the User. When purchasing Tickets, the User agrees to the price and agrees to pay the sale price, increased by any per-ticket service fees to TheLastSeat. The User may pay the Tickets online using the payment methods provided. Transaction costs for the purchase of Tickets are mentioned on the Ticket Service Platform. TheLastSeat reserves the right to adjust prices and provisional costs.

4.2 After paying the sale price, the User will receive the Tickets by email and/or SMS.

4.3 It is the User's responsibility to find out about the event for which the Tickets are purchased. TheLastSeat is not responsible for changes to, postponement or cancellation of the event by the Customer. In case of changes, the User must contact and expose the situation directly to the Customer, in an attempt to obtain any compensation or other solution.

4.4 When purchasing the Tickets, a final remote contract is concluded between the User and the Customer. Due to the nature of the service, it is not possible to dissolve the remote purchase of Tickets. The User explicitly agrees in advance – accepting these terms and conditions of use of the service – that the digital content of the Tickets is immediately provided

and that the User waives his right to dissolve the contract.

4.5 Duplication or resale of Tickets prevents access to the event, and TheLastSeat is exempt from liability therein.

4.6 It is the User's responsibility to ensure the correct completion of the personal data entered at the time of purchase. Any consequence arising from the incorrect completion of the same is the responsibility of the User. After the ticket is automatically issued and sent, it is also the User's responsibility to ensure that the tickets are inaccessible to third parties, in order to avoid duplication and/or misuse.

4.7 Tickets are valid upon presentation of an identification document confirming the User's identity, if requested upon access to the event. A document may also be requested that serves as proof of discount and/or benefit attribution. For example, if the Tickets have benefited from a discount at the time of purchase, due to the User stating that he/she meets a certain requirement (student, military or other similar situation), a document may be requested to prove this condition. In the absence of a supporting document, access to the event space may be rejected, without the User being able to request a refund.

4.8 Tickets cannot be exchanged or refunded. Any changes to this point are the sole responsibility of the Customer. TheLastSeat as a ticketing service platform does not under any circumstances assume its Customer's responsibilities and obligations.

4.9 In case of cancellation and/or alteration of an event that takes place outdoors and/or that is dependent on weather conditions, the Customer does not oblige the Customer to return the value of the Tickets to the User.

4.10 The Customer may choose not to allow access to the event location, if it has already started, and the User is not entitled to a refund.

4.11 Once the purchase of the ticket(s) has been finalized, the User accepts that the commission charged by the online sales service is not refundable under any circumstances, as it relates to the provision of the online sales service that has been carried out.

4.12 TheLastSeat receives and processes User personal data through the Ticket Service Platform. When using the service, the following personal data may be collected from the user:

- a) first and last name;
- b) address, zip code and country;
- c) e-mail address;
- d) phone number;
- e) IP address of the internet connection resolved by the device used;
- f) information collected by cookies;
- g) other user account information;
- h) behavior on websites.

4.13 TheLastSeat's purpose for processing and processing personal data is to deliver Tickets to the User. The principle used for this is the User's authorization, the execution of the Agreement and/or the processing necessary to represent the justified interests of TheLastSeat, as well as the correct processing and execution of the Ticket purchase operation. The purpose of processing personal data is to identify the User and allow a remote purchase with the User.

The User agrees to the processing and availability of data to the Customer.



TheLastSeat uses the Ticket Service Platform for this, so the User may use the Ticket Service Platform. Other purposes are the improvement of the Ticket Service Platform and the possibility of contacting the User, both by TheLastSeat and by the Customer. TheLastSeat and the Customer are classified as individual controllers.

5. License to use the Ticket Service Platform

5.1 Under these Service Use Terms and Conditions, TheLastSeat grants the User a revocable, non-exclusive, non-transferable, limited license to use the Ticket Service Platform.

5.2 Use of the Ticket Service Platform is strictly personal and the User may not share the Ticket Service Platform with third parties without TheLastSeat's prior written permission. The User is not authorized to misuse the Ticket Service Platform in any way. The information that the User provides on the Ticket Service Platform will not violate any laws or regulations. The User will not establish improper relationships with another natural person.

5.3 TheLastSeat reserves the right to change the Ticket Service Platform or any other service, or suspend them for maintenance, or cancel them temporarily or permanently, without TheLastSeat having any liability to the User.

General Terms and Conditions for TheLastSeat Tickets

6. Data protection

6.1 With regard to the processing of personal data through the Ticket Service Platform, TheLastSeat is an individual controller. Both the Customer and TheLastSeat have individual responsibilities for the purpose and means of processing personal data. Personal data is processed through the Ticket Service Platform. The User is the data subject. Personal data is handled in accordance with applicable privacy laws and regulations, including the General Data Protection Regulation ("GDPR"). The Ticket Service Platform only processes personal data on behalf of and in accordance with the controller's instructions, with the User's full consent and authorization by accepting these terms and conditions.

6.2 These general ticket terms and conditions apply to the processing and treatment of personal data that identify the User or with which the User can be identified. The Ticket Service Platform processes personal data by requesting it from the User and in addition, personal data may be collected automatically.

6.3 TheLastSeat has taken appropriate technical and organizational measures to protect personal data from loss or any type of unlawful treatment.

6.4 Any transfer of personal data to a third country outside the European Economic Area ("EEA") or to an international organization outside the EEA is only carried out if an adequate level of security has been agreed.

6.5 TheLastSeat retains personal data as long as it is necessary to fulfill the purposes of the processing.

6.6 The User agrees that their personal data be made available to the Customer and acknowledges that the Customer is an individual controller of the personal data and that TheLastSeat can never, under any situation and/or circumstance, be held responsible for the Customer's actions in the treatment of personal data provided by the User.

7. Intellectual property

7.1 All intellectual property rights relating to the Ticket Service Platform, including but not limited to source codes, websites, portal data files, trademarks, designs and copyright with respect to the User's graphical interface, are solely controlled by TheLastSeat. Unless explicitly mentioned in these general ticket terms and conditions, no other rights or licenses under intellectual property rights will be granted or implied.

7.2 TheLastSeat has taken technical steps to secure the Ticket Service Platform. The User is not authorized to remove or circumvent such technical measures or to have them removed or circumvented. If the technical measures are removed or exceeded, this will immediately lead to suspension of use of the Ticket Service Platform and TheLastSeat retains the right to claim compensation for damages caused.



8. Responsibility

8.1 TheLastSeat shall not be liable to the User for any damages suffered by the User resulting from the use of the Ticket Service Platform, the performance of the ticket contract, any action by TheLastSeat (unless intentional, gross negligence or conscious recklessness), from any implied warranty, from any condition or other term, from the processing of personal data, from the breach of an obligation of the Customer as the individual controller of the personal data, from any loss of profit, from indirect damages or other damages (caused by TheLastSeat's negligence, its employees or agents or related) and/or the proper or improper use of the User's account in connection with the use of the Ticket Service Platform.

8.2 In cases where TheLastSeat is liable to the User for any damages or losses, TheLastSeat's total accumulated liability under these general ticket terms and conditions is a maximum of €200 (two hundred Euros).

8.3 The User explicitly acknowledges and agrees that the use of the Ticket Service Platform is at the User's own expense. The Ticket Service Platform is provided "AS IS", with all defects and without warranty of any kind.

8.4 TheLastSeat has the right, without any prior notice, to disable the ticketing platform or to restrict its use or to provide a reason for doing so and without being obligated to pay any damages to the User.

9. Applicable law and disputes

These general terms and conditions of tickets are exclusively subject to Portuguese law. All disputes arising out of or relating to these general terms and conditions of tickets will be submitted exclusively to the authorized courts of Lisbon.

10. Contact details

If the User has questions about these general ticket terms and conditions, they should contact TheLastSeat by email: info@TheLastSeat.pt