

SweetSeat Elite

MEMBERSHIP AGREEMENT

SweetSeat Elite is offered by SweetSeat LLC, a Virginia limited liability company (the "Company") serving the key account development and entertainment needs of businesses, executives and professional service providers. After application, approval and payment, accepted companies and persons are referred to as a ("Member").

The Company provides management and marketing services to persons, firms and corporations ("Partners") owning tickets to suites and other premium seats at major sporting and entertainment events ("Tickets").

Every Monday, the Company distributes an email and/or post to the SweetSeat Elite website/App to notify Members of all Tickets available for sale in the Member's home market for events occurring the following Monday-Sunday ("Event Week"). Members may purchase these Tickets at the price listed in the notification on a first come, first served basis, until 24-hours before the published start time of any event ("Service").

THE COMPANY DOES NOT GUARANTEE TO MEMBERS THAT TICKETS WILL BE AVAILABLE FOR ANY GAME OR EVENT.

You hereby apply for membership into the following Service, subject to the Company's approval.

Individual Membership Annual Dues: \$199.00

Corporate Membership – Up to 20 Eligible Employees. Annual Dues: \$750.00

Corporate Membership – Over 20 Eligible Employees Annual Dues: \$1500.00

PLEASE TYPE or PRINT

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Subject to and in accordance with the respective terms and conditions in this Agreement, the Parties hereby agree:

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- 1) **LICENSE.** Subject to the Company's acceptance of your application and your compliance with these Terms, the Company grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Service; and (ii) access and use any content, information and related materials that may be made available through the Service, in each case solely for your personal or business use. Any rights not expressly granted herein are reserved by the Company and its licensors.
The Company may amend these terms and conditions from time to time. Amendments will be effective upon posting of such updated Terms on the Sweetseatllc.com website. In addition, an email advisory may be sent to the email address in your registration of your account or in the amended policies or supplemental terms on the applicable Service(s) to advise you of any such change. Your continued access or use of the Service after such posting confirms your consent to be bound by the terms and conditions, as amended.
- 2) **USER ACCOUNT.** In order to use most aspects of the Service, each eligible employee will be registered for and maintain an active Service account ("Account"). Each employee must be at least 21 years of age, or the age of legal majority in your jurisdiction (if different than 21), to obtain an Account. Account registration requires each user to submit to the Company certain personal information, such as name, address, email address, mobile and office number, as well as at least one valid payment method supported by the Company or individual. Each user agrees to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Service. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by the Company in writing, you may only possess one Account.
- 3) **MESSAGING.** You agree that the Company may contact you by telephone, email, app or text messages at any of the communication services provided by you in connection with your SweetSeat Elite account.
- 4) **EXTRA TICKETS.** If Tickets are sold out, any Member may request the Company to find other tickets ("Extra Ticket") to the event. Upon such request, the Company will notify the Member of the availability and cost of such tickets. If the purchase is approved by the Member, the Company shall apply a fee equal to 20% of the total purchase price for its service.
- 5) **PAYMENT.** The Company shall charge the Member's valid credit card on file for the Annual Dues and/or any Member approved Ticket purchases. All transactions are final with no refund available.
- 6) **TERM.** The term of this Agreement shall be one year from the Effective Date and shall renew for additional one year terms unless written notice of termination is provided by either party to the other party at least 30 days in advance of any one year anniversary date.
- 7) **TICKET DELIVERY.** The Company shall use its best business effort to deliver purchased Tickets to the Member a minimum of 24 hours prior to the start of each event. Delivery preference shall be email, and on occasion, delivered via SMS message, mobile applications or any other means that may become available.
- 8) **CODE OF CONDUCT.** When using any Ticket, all Members are expected to behave in a professional manner and follow any and all published rules of the event organizers. If, in the Partner's or the Company's opinion, any Member is acting in an unruly or unprofessional manner, the Member shall be asked to leave the premium seats licensed by the Ticket. Such behavior and/or actions may result in the suspension or up to termination of membership.
- 9) **FORCE MAJURE.** Neither Party shall be liable to the other Party for any delay or failure in performance caused by acts beyond reasonable control, including acts of God, war, riot, acts of public enemy, vandalism, sabotage, accidents, fires, floods, severe weather conditions, civil commotions, insurrection, terrorism, strikes, labor disputes, mechanical breakdowns, interruption of utility services, acts of any unit of government or government agency.
- 10) **ASSIGNS.** The Member may not assign any of the rights or obligations under this Agreement to any other person, firm or corporation. The Company may assign its rights under this Agreement to any person, firm or corporation without the consent of the Member.
- 11) **LIMITATION ON LIABILITY.** Neither Party shall be liable to the other for any indirect, consequential, special, exemplary or incidental damages, whether in contract or tort or otherwise, arising from, or relating to, this Agreement.
- 12) **INDEMNIFICATION.** Member hereby agrees to indemnify and hold harmless the directors, employees and agents of the Company and its Partners from any and all claims arising in whole or in part from use of the Tickets and or parking passes or rights granted in Partner's or Company's lease agreements.
- 13) **DISPUTE RESOLUTION.** Any dispute or claim relating in any way to your use of the Service will be resolved by binding arbitration rather than in court. The arbitration agreement in these terms and conditions are governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, any class action claims. State arbitration laws do not govern in any respect. This arbitration agreement is intended to be broadly interpreted, and will survive termination of these terms and conditions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable.
- 14) **OTHER.**
 - a) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, applicable to agreements made and to be wholly performed therein.
 - b) This Agreement may be executed in counterparts or electronically, each of which will constitute an original and both of which, taken together, will constitute one and the same instrument. The Parties may sign facsimile or scanned email copies of this Agreement, which will each be deemed an original.
 - c) Section headings are provided for the convenience only and are not intended to affect the meaning or interpretation of this Agreement.
 - d) The Company may give notice by means of a general notice on the Service, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to SweetSeat, with such notice deemed given when received by SweetSeat, at any time by first class mail or pre-paid post to c/o SweetSeat, LLC, 6849 Old Dominion Drive, McLean, VA 22101, or via email at legal@sweetseatllc.com or as updated from time to time.
 - e) This Agreement constitutes the sole and only agreement between the Parties. Any agreements or representations not expressly set forth in this Agreement are null and void.