

Last Updated: October 1, 2018

1. Global User Agreement

McCoy Marketing LLC provides an online platform and related services (“Services”) that connects sellers and buyers seeking to respectively sell and buy tickets, related passes and merchandise or other related goods and/or services for events (“Tickets”) and we may make such Services available internationally via one or more of our websites, our mobile applications and/or associated services (collectively, the “Site”). By accessing or using our Site, You agree to be bound by this McCoy Marketing LLC Marketplace Global User Agreement (“User Agreement”). Our Payment Services Agreement (applicable if you sell tickets via our Site to an event located within Europe), User Privacy Notice, Mobile Privacy Notice, Seller Policies, Cookies Policy are incorporated by reference into this User Agreement. We may periodically make changes to this User Agreement and shall notify you by posting a revised version on our Site and emailing you at your registered email address or otherwise notifying you via our Site. The revised User Agreement will become effective thirty (30) days following such notice and your continued use of our Site and Services will constitute acceptance of the revised User Agreement. Changes to the Additional Policies, except the User Privacy Notice and Payment Services Agreement, may be made from time to time without prior notice and your continued use of the Site or Service constitutes your acceptance of the modified terms of the Additional Policies.

For all users residing in the United States, an agreement to arbitrate, which will, with limited exceptions, require you to submit claims you have against us to binding and final arbitration, unless you opt-out. Unless you opt out: (1) you will only be permitted to pursue claims against McCoy Marketing LLC on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. Ticket marketplace

2.1 McCoy Marketing LLC is a ticket market place that allows (in this capacity, "Buyer") and sell (in this capacity, “Registered Seller”) Tickets. The Seller (and not Fast Trax Tickets) sets the prices for the Tickets. As a marketplace, McCoy Marketing LLC does not own the Tickets sold on the Site. Ticket prices may exceed the face value of the Ticket.

2.2 While McCoy Marketing LLC may provide pricing, shipping, listing and other guidance on the Site, such guidance is solely informational (without any warranty as to accuracy). Also, while we may help facilitate the resolution of disputes between Buyer and Seller, McCoy Marketing LLC has no control over and does not guarantee the existence, quality, safety or legality of the Tickets; the truth or accuracy of the user's content or listings; the ability of Sellers to sell tickets or Buyers to pay for them; or that a Buyer or Seller will complete a transaction.

3. Your account

3.1 In order to list, and sell Tickets you must register an account ("Account") with Fast Trax Tickets. You must be at least 18 years old and must be able to enter into legally binding contracts. If you are registering with Fast Trax Tickets for a business entity, you represent that you have the authority to legally bind that entity.

3.2 When opening an Account you must provide complete and accurate information and provide with a bank account for the transfer of funds, a Stripe or PayPal account ("Payment Method"). If your registration or payment information changes at any time, you must promptly update your details in your Account. You acknowledge that McCoy Marketing LLC may charge any one of your payment methods on file for amounts you owe us, costs we incur or other losses arising out of your violation of this Agreement (including the Additional Policies).

3.3 McCoy Marketing LLC reserves the right to temporarily or permanently suspend Accounts with incomplete or inaccurate information.

3.4 You are solely responsible for maintaining the confidentiality of your Account information. You are solely responsible for any activity relating to your Account. Your Account is not transferable to another party.

4. Privacy and Communications

All communications between you and McCoy Marketing LL are subject to our User Privacy Notice.

In addition, if you reside in the United States, you understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. Not all telephone lines or calls may be recorded by McCoy Marketing LLC so we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

5. Fees and other charges

5.1 McCoy Marketing LLC may charge fees for selling and/or buying Tickets through our Site and/or otherwise using our Services, as well as delivery or fulfilment fees (collectively referred to as "Service Fees"). Service Fees may vary depending on event type, Ticket type and location. McCoy Marketing LLC may in its sole and absolute discretion change its Service Fees at any time, including after you list your Tickets. Any applicable Service Fees including any taxes if applicable will be disclosed to you prior to listing or buying a Ticket. McCoy Marketing LLC may charge and/or retain Service Fees if you do not fulfil your contractual obligations under this User Agreement.

5.2 If you as a Seller do not fulfil your contractual obligations under this User Agreement and the Seller Policies, McCoy Marketing LLC may charge you certain fees and/or costs in accordance with the Seller Policies.

5.3 If you as a Buyer change your postal address after you have purchased your Ticket(s) and require McCoy Marketing LLC to deliver your Ticket(s) to this new postal address, or if you have specified an incorrect postal address, McCoy Marketing LLC may charge you for any additional delivery costs which arise out of re-arranging the delivery of your Ticket(s) to the new or correct postal address. Such additional delivery costs may be charged to your Payment Method.

5.4 We may collect amounts owed using a collection agency or other collection mechanism and you may be charged fees associated with collecting the delinquent payments. Fast Trax Tickets, or the collection agency it retains, may also report information about your account to credit bureaus, and as a result, defaults in your account may be reflected in your credit report. If you wish to dispute the information McCoy Marketing LLC reported to a credit bureau, please contact Fast Trax Tickets. If you wish to dispute the information a collection agency reported, contact the collection agency directly.

6. Selling tickets

6.1 You must comply with all applicable laws and regulations and the terms of this User Agreement and the Seller Policies when listing, selling and delivering your Tickets.

6.2 When listing a Ticket you must set a price for which you are willing to sell your Ticket ("Sales Price"). You may modify (e.g. raise or lower the Sales Price) or delete your listing at any time until the Tickets have sold.

6.3 By listing a Ticket for sale, you are making a binding offer to sell that Ticket to a Buyer who purchases the Ticket at the Sales Price. When a Buyer accepts your offer by purchasing your Ticket through our Site, you are contractually bound to deliver that exact Ticket for Sales Price and within the required delivery timeframe. You are obligated to monitor your inventory and ensure all listings are accurate. Under no circumstances may Sellers cancel orders at one price and repost the same tickets for a higher price. Failure to fulfill your orders will lead to charges as stated in this User Agreement and Seller Policies.

6.4 McCoy Marketing LLC does not guarantee that your tickets or related passes will sell or that your listing will appear on the Site within a certain time after it is posted or in a particular order on the event page or through search results. McCoy Marketing LLC will not, for any reason, provide compensation for tickets that do not sell, even if it is due to Site unavailability from an outage or maintenance or listing delays.

7. Taxes

You as a Seller are responsible for determining whether any taxes are due on your sale of a Ticket, and for collecting and remitting such taxes. Any applicable taxes must be included in the Sales Price of your Ticket. You agree to provide McCoy Marketing LLC with your tax identification number if necessary for McCoy Marketing LLC to provide (without notice to You) information to the relevant tax authorities related to payments you receive from us and further authorize McCoy Marketing LLC to release that information to the relevant tax authorities. The Service Fees include any applicable sales, use, excise, value added, service and other indirect taxes.

8. Buying tickets

You are responsible for reading the complete listing before making a commitment to buy Tickets. When placing an order, you are entering into a binding contract with the Seller to purchase those Tickets. Additional terms communicated to you by the Seller may apply. Payment is remitted to McCoy Marketing LLC and disbursed to the seller according to our Payment Services Agreement for Sellers or the User Agreement. All Sales are final. If the event is cancelled it is the responsibility of the seller to contact the buyers.

9. Payments

9.1 Payments received from Buyers for Tickets purchased via the Site are processed by Fast Trax Tickets or McCoy Marketing LLC Services (as applicable) on behalf of the Seller and credited to the Seller in accordance with the Seller Policies and Payment Services Agreement (as applicable). Without prejudice or limitation to the Payment Services Agreement, Seller appoints the relevant McCoy Marketing LLC entity as its limited payment collection agent solely for the purpose of accepting funds from Buyers on behalf of Seller. Seller agrees that any payment made by Buyer to McCoy Marketing LLC shall be considered the same as a payment made directly to Seller, and Seller will make the Tickets available to Buyer in the agreed-upon manner as if Seller had received the payment directly from Buyer. Seller understands that Fast Trax Tickets 's obligation to pay Seller is subject to and conditional upon successful receipt of the associated payments from Buyer. McCoy Marketing LLC guarantees payments to Seller only for such amounts that have been successfully received by McCoy Marketing LLC from Buyer. In accepting appointment as the limited payment collection agent of seller, McCoy Marketing LLC assumes no liability for any acts or omissions of the Seller.

9.2 Payments from Buyers are due immediately. A Buyer can pay the full order amount which includes any applicable Service Fees and taxes using one of the accepted payment methods.

9.3 A Buyer's obligation to pay for a Ticket is satisfied when McCoy Marketing LLC or McCoy Marketing LLC Services (as applicable) has received the Payment in full.

10 Event cancellations, postponement and other event changes

10.1 Cancellation: If an event is cancelled and not rescheduled, we will remove the event and any listings related to the event from our Site and inform the Buyer. It is the seller's responsibility to inform the buyers. If the Seller requires his Ticket(s) back to obtain a refund of the original purchase price from the promoter or organizer, he must contact the seller immediately after the cancellation. The Buyer is required to retain the Ticket(s) and upon request from the seller to send them back to the buyer. The Buyer will receive a full refund once he has sent back the Ticket(s) (if applicable) and the Seller will not be paid. If the Seller has already been paid, the payment for the sale may be recovered by charging the Seller's Payment Method or by setting off this amount against pending payments for other Tickets the Seller has sold or will sell in the future.

10.2 Postponement: If an event is postponed McCoy Marketing LL and Fast Trax Tickets are not responsible for the return of funds to the buyers. It is the sellers responsibility to negotiate any means possible to resolve the situations.

10.3 Other event changes: McCoy Marketing LLC is not responsible for partial performances, venue, line-up or time changes. No refunds will be issued in these instances.

12. International transactions

12.1 At this time Fast Trax Tickets and McCoy Marketing LLC does not conduct international business.

13. Term and termination

13.1 This User Agreement shall commence on the date that you register an Account with McCoy Marketing LLC and will continue for an indefinite period unless terminated in accordance with these provisions.

13.2 You may terminate this User Agreement at any time by contacting Fast Trax Tickets. In the event that you request that we close your Account, we will give you (30) days' notice via email to your registered email address. We will then close your Account.

13.3 If you terminate the User Agreement termination of this User Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.

14. Site changes and availability

McCoy Marketing LLC reserves the right at any time to modify or discontinue, temporarily or permanently, the Site, the Services or any part of the Site or Services with or without notice for any reason. McCoy Marketing LLC performs regularly-scheduled maintenance. While we do our best to avoid customer impact, the Site or our Services may be temporarily unavailable during maintenance periods.

15. Abusing Fast Trax Tickets

When using our Site and Services, you agree that you will not do any of the following:

- Contact or invite contact with other McCoy Marketing LLC users for any reason other than the purpose for which you received the McCoy Marketing LLC user's contact information or solicit sales outside of Fast Trax Tickets;
- Use the Buyer's personal data for any reason other than the delivery of Tickets unless otherwise agreed to by the Buyer;
- behave in an abusive manner to any McCoy Marketing LLC employee or other user;
- Violate any venue or event promoter rules at events or violate any applicable third party terms of service (for instance, when using our mobile applications);
- Breach or circumvent any laws (including, where Tickets are sold internationally, the laws of the destination country), third party rights or our Additional Policies;
- Post false, inaccurate, misleading, defamatory or libelous content;
- fail to fulfil your contractual obligations regarding the sale or purchase of a Ticket;
- Use Fast Trax Tickets 's trademarks without our prior written permission;
- Copy, reproduce, reverse engineer, modify, create derivative works from, distribute or publicly display any content (except for your information) or software from our Site or Services without the prior express written permission of McCoy Marketing LLC and the appropriate third party, as applicable;
- Use any robot, spider, scraper or other automated means to access our site or Services for any purpose without our express written permission;
- Take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Interfere or attempt to interfere with the proper working of our site or services or any activities conducted on or with our site or services;
- Bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Site or Services;
- Commercialize any McCoy Marketing LLC application or any information or software associated with such application;
- Export or re-export any McCoy Marketing LLC application or tool except in compliance with the export control laws of any relevant jurisdiction and in accordance with posted rules and restrictions; or do anything else that

McCoy Marketing LLC determines, in its sole reasonable discretion, misuses the site or services or otherwise negatively impacts our marketplace.

In our effort to protect our Buyers and Sellers we may screen ticket sales or listings for signs of fraud using algorithms or automated systems, which may result in automatic cancellation of listings or sales and temporary or permanent suspension of accounts. If your transaction is cancelled in error, or your account suspended in error, please contact us and we may reinstate your Account or listing, in our sole discretion.

16. Mobile Device Terms

If you are accessing the Site or Services through a mobile application (“App”), the following additional terms apply:

16.1 App Use. McCoy Marketing LLC grants you the right to use the check in App for your business use. You must comply with all applicable laws and third party terms of agreement when using the App (e.g. your wireless data service agreement). The App may not contain the same functionality available on the applicable McCoy Marketing LLC website.

16.2 When using the App, you are responsible for complying with trade regulations in both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties).

16.3 Device Specific Additional Terms

IOS – Apple

These Mobile Device Terms are an agreement between you and Fast Trax Tickets, and not with Apple. Apple is not responsible for the App and the content there of.

Apple has no obligation what so ever to furnish any maintenance and support services with respect to the App.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple at their discretion will refund the purchase price, if applicable, for the App to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.

Apple and Apple's subsidiaries are third party beneficiaries of these mobile device terms, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these mobile device terms against you.

Android – Google

These mobile device terms are an agreement between you and Fast Trax Ticket, and not with Google. Google is not responsible for the App and the content thereof.

McCoy Marketing LLC grants you the right to use the App only on an Android product that you own or control and as permitted by the Google Play terms of service.

Google has no obligation whatsoever to furnish any maintenance and support services with respect to the app.

Google is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Google is not responsible for addressing any claims by you or any third party relating to the app or your possession and/or use of the app, including but not limited to: (a) product liability claims; (b) any claim that the application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Google, and Google will at their discretion refund the purchase price, if

applicable, for the App to you; and to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the app.

Google and Google's subsidiaries are third party beneficiaries of these mobile device terms, and, upon your acceptance, Google as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these mobile device terms against you.

17. Content

17.1 You own and are solely responsible for any content including images, text, audio or other materials that you submit (“User Content”). By submitting User Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sub licensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You grant McCoy Marketing LLC the right to use your name or image in association with your user content, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sub licensees or assignees.

17.2 You represent and warrant that the user content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify McCoy Marketing LLC for any and all claims resulting from your user content. McCoy Marketing LLC has the right but not the obligation to monitor, edit or remove your user content. The user content is non-confidential and McCoy Marketing LLC will not be liable for its use or disclosure.

17.3 We may offer catalogues of stock images, descriptions and product specifications, which are provided by third-parties (including McCoy Marketing LLC users). You may use catalogue content solely in connection with your McCoy Marketing LLC listings during the time your listings are on our Site. While we try to offer reliable data, we cannot promise that the catalogues will always be accurate and up-to-date, and you agree that you will not hold our catalogue providers or us responsible for inaccuracies in their catalogues. The catalogue may

include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogues or create any derivative works based on catalogue content (other than by including them in your listings).

17.4 If you submit ideas, suggestions, documents, and/or proposals (“ideas”) to Fast Trax Tickets , you do so voluntarily and with no expectation of confidentiality. By submitting Ideas, you grant us ownership of the ideas to use for any purpose, in any way, in any media now known or in the future and throughout the universe without any obligation or payment. You understand that McCoy Marketing LLC may have something similar to the ideas under consideration or in development.

18. Protecting intellectual property rights

McCoy Marketing LLC respects intellectual property rights and we respond to notices of alleged infringement.

If you reside in the United States, and you find material on our site or services that you believe infringes your copyright or other intellectual property rights, please notify us and we will investigate.

19. Violating the agreement

19.1 We may investigate any potential or suspected violations of the User Agreement, additional policies, security protocols or best practices, third-party rights or applicable law; any actions or any other misconduct or potential abuse on or through the services or attempts. When assessing whether and which measure(s) to take against a user, we will take the legitimate interests of the user into account, and shall in particular consider if the user is responsible for the misconduct.

19.2 We may take any actions we deem appropriate in our reasonable discretion for the conduct described in 19.1. Without limiting other remedies, these actions may include: limit, or temporarily or permanently suspend, or terminate our services and Accounts, restrict or prohibit access to, and your activities on, our site and/or services, remove listings, require you to edit listings, cancel sales, require you to send tickets to a buyer within a specified time, delay or remove hosted content, remove any special status associated with an account, reduce or eliminate any discounts, withhold payment, charge the payment method on file for amounts you owe or costs we incur due to your misconduct (including, without limitation, any costs associated with collection of delinquent accounts or chargebacks and any

replacement costs), and take technical and legal steps to keep you from using our site and/or services.

19.3 We reserve the right to report any activity that we believe to be illegal or otherwise in contravention of this User Agreement and we will respond to any verified requests relating to a criminal investigation (i.e. a subpoena, court order or substantially similar legal procedure) from local and foreign law enforcement or regulatory agencies, other government officials or authorized third-parties.

20. Disclaimer of Warranties; Limitation of Liability

20.1 You understand and agree that you are making use of the site and services on an 'as is' and 'as available' basis. McCoy Marketing LLC makes no warranty with respect to its software, services, site, any tickets, any event, any user content, or that sellers or buyers will perform as promised. We disclaim all warranties, express or implied, of merchantability, fitness for a particular purpose, title, or non-infringement.

20.2 In addition, to the maximum extent permitted by law, McCoy Marketing LLC (inclusive of any of its service providers and licensors) is not liable for: (a) any special, indirect, or consequential damages; (b) loss of: profits, goodwill or reputation, or other intangible losses; (c) damages relating to: (i) your access to, use of, or inability to access or use the site or services; (ii) viruses or other malicious software obtained by accessing our site or services or those of any site, services, or tools linked to our site or services; (iii) any user content or content of third parties, or (iv) the duration or manner in which tickets you list appear on the site or services.

20.3 Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you and you may have rights in addition to those contained in this User Agreement. This is especially so if you are a consumer.

20.4 Regardless of the previous clauses, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you paid to us in the 12 months prior to the action.

21. Applicable laws and jurisdiction

21.1 Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed according to the laws of the State of Connecticut.

21.2 If you reside in the United States, you agree to resolve your disputes with McCoy Marketing LLC as specified in Clause 22. If you reside anywhere else in the world: if you are registered as a business you agree to submit to the exclusive jurisdiction, and if you are a consumer you submit to the non-exclusive jurisdiction, of the courts of the State of Connecticut (according to the rules in clause above). This means that you as a consumer have the right to bring an action either in the State of Connecticut (United States) or at your place of residence. McCoy Marketing LLC may only initiate legal proceedings against consumers before the courts in their place of residence.

21.3 If you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any alternative dispute resolution (ADR) procedures or services.

22. Legal Disputes

22.1 If you reside in the United States or Canada, you and McCoy Marketing LLC each agree, except where prohibited by law, that any and all disputes or claims that have arisen or may arise between you and McCoy Marketing LLC relating in any way to or arising out of this or previous versions of the User Agreement (including this agreement to arbitrate, as the term is defined below) or the breach or validity thereof, your use of or access to the site or services, or any tickets or related passes sold or purchased through the site or services shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (“Rules”), rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis (together with subsections 22(A)-(F), the “Agreement to Arbitrate”). This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

A. Prohibition of Class and Representative Actions and Non-Individualized Relief

1. Prohibition of Class and Representative Actions

Except where prohibited by law, you and McCoy Marketing LLC agree that each of us may bring claims pursuant to this agreement to arbitrate against the other

only on an individual basis and not as a plaintiff or class member in any purported class, or representative or private attorney general action or proceeding. Unless both you and McCoy Marketing LLC agree otherwise, the arbitrator shall not consolidate or join more than one person's or party's claims, and shall not otherwise preside over any form of a consolidated, representative, class, or private attorney general action or proceeding.

2. Non-individualized relief

You and McCoy Marketing LLC agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other users or the general public. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then subject to your and Fast Trax Tickets 's right to appeal the court's decision, that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims will be arbitrated.

B. Arbitration Procedures

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of the User Agreement, as a court would.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the User Agreement including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the User Agreement is void or voidable.

The arbitration will be conducted by the AAA under the Rules, as modified by this Agreement to Arbitrate. The Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The language of the arbitration shall be English.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute (“Notice”). You may download a form Notice. A Notice to McCoy Marketing LLC should be sent to, Attn: Litigation Department, Re: McCoy Marketing LLC Notice of Dispute, 75 Washington Ave 1-206 Hamden CT 06518. McCoy Marketing LLC will send any notice to you to the physical address we have on file associated with your McCoy Marketing LLC account; it is your responsibility to keep your physical address up to date. All information called for in the notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and McCoy Marketing LLC are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or McCoy Marketing LLC may initiate arbitration proceedings pursuant to the rules. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to McCoy Marketing LLC at the following address: Fast Trax Tickets 75 Washington Ave 1-206 Hamden CT 06518. In the event McCoy Marketing LLC initiates arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your McCoy Marketing LLC account. Any settlement offer made by you or McCoy Marketing LLC shall not be disclosed to the arbitrator. The arbitration shall be held in the Connecticut in which McCoy Marketing LLC resides or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or McCoy Marketing LLC may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and McCoy Marketing LLC. In cases where an in-person hearing is held, you and/or McCoy Marketing LLC may attend by telephone or Skype.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Connecticut, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different McCoy Marketing LLC users, but is bound by rulings in prior arbitrations involving the same McCoy Marketing LLC user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

C. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be paid by the seller, unless otherwise stated in this Agreement to Arbitrate. If (a) you willfully fail to comply with the Notice of Dispute requirement in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse McCoy Marketing LLC for all fees associated with the arbitration paid by McCoy Marketing LLC on your behalf that you otherwise would be obligated to pay under the Rules.

D. Severability

With the exception of any of the provisions of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that this Agreement to Arbitrate is invalid or unenforceable, then if McCoy Marketing LLC so elects, the entirety of this Agreement to Arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of any of the provisions of this Agreement to Arbitrate (“Non-Individualized Relief”) as to a particular claim for relief, then all other claims and disputes subject to arbitration under this Agreement to Arbitrate, including any and all claims for monetary damages of any kind, shall be arbitrated.

E. Opt-Out Procedure

You can choose to reject this Agreement to Arbitrate (“opt out”) by mailing us a written opt-out notice (“Opt-Out Notice”). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. You must mail the Opt-Out Notice to:

Fast Trax Tickets: Opt-Out
75 Washington Ave
1-206, Hamden CT 06518.

F. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and McCoy Marketing LLC agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided here in) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and McCoy Marketing LLC prior to the effective

date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Fast Trax Tickets. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on <http://www.Fast Trax Tickets .com> at least thirty (30) days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

23. Release and indemnification

23.1 To the fullest extent permitted by law, you release and covenant not to sue Fast Trax Tickets , its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between users. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

23.2 You agree to indemnify and hold us and (if applicable) our parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the "McCoy Marketing LLC Indemnitees") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by us and (if applicable) any McCoy Marketing LLC Indemnitee resulting from or arising out of your breach of this User Agreement, your improper use of our Site or Services, and/or your violation of any law or the rights of a third party.

24. Country specific additional provisions

Applicable to US residents

24.1 If you are a Connecticut resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the Connecticut Department of Consumer Affairs by contacting them in writing at Department of Consumer Protection 450 Columbus Blvd. Suite 901 Hartford CT 0610 Phone Number: 860-713-6100

24.2 Please see the appendices to this User Agreement for any provisions that may apply to you in addition to or in place of certain provisions of this User Agreement if you are resident in a particular country. The provisions of the country appendices will take precedence over the provisions of this User Agreement and the Additional Policies, to the extent there is a conflict.

25. General provisions

25.1 This User Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter here of and supersedes all prior agreements and understandings between the parties here to with respect to the subject matter here of, whether written or oral. No amendment, modification or supplement of any provision of this User Agreement will be valid or effective unless made in accordance with the express terms of this User Agreement.

25.2 If any provision of this User Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this User Agreement shall not be affected.

25.3 We may assign or transfer our rights and obligations under this User Agreement at any time, provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you. You may not assign or transfer this User Agreement, or any of its rights or obligations, without our prior written consent, which we can refuse in our sole discretion.

25.4 No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this User Agreement, your use of the Site, or the provision of our Services. A person who is not a party to this User Agreement has no right to enforce any term of this User Agreement.

25.5 Nothing in this User Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties here to and their permitted successors and assigns.

25.6 The subject heading at the beginning of each paragraph of this User Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph. The following sections survive any termination of this User Agreement: Contracting entity, fees and other charges,

taxes, payments, abusing Fast Trax Tickets, content, liability, applicable laws, release and indemnification, additional provisions applicable to US residents and events in the USA, general provisions.

25.7 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

25.8 Legal notices to us shall be served by registered mail to your relevant entity listed in Clause 2.1. We shall send notices to you by email to the email address you provide to us during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the postal address provided during registration. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Appendix 1

To report infringement of your intellectual property appearing on Fast Trax Tickets .com

Notice of Infringement: If you have a good faith belief that your intellectual property rights have been violated, you can submit a Notice of Claimed Infringement to Fast Trax Tickets and the US copyright office with the following information:

1. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification or description of the copyrighted work or other intellectual property you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the right at issue (for example, trademark or patent);
3. Identification or description of where the material that you claim is infringing is located on Fast Trax Tickets web site, with enough detail that we may find it on the including, whenever possible, the URL;
4. Brief description of how the challenged content infringes the owner's intellectual property rights;
5. Your address, telephone number, and email address;

6. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
7. A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.

Fast Trax Tickets 's designated agent can be contacted as follows by mail to:

FastTrax Tickets 's
Designated Agent
75 Washington Ave 1-206
Hamden, CT. 06518

By email to:
copyright@Fast Trax Tickets .com

By phone:
1.203.843.4159.

To challenge a DMCA takedown for content appearing on Fast Trax Tickets .com DMCA Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to the Designated Agent at the address(es) listed above:

1. Your physical or electronic signature;
2. Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in New Haven CT 06511, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by Fast Trax Tickets 's Designated Agent, McCoy Marketing LLC may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease

disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at Fast Trax Tickets 's sole discretion.

To report infringement of your intellectual property appearing on any other McCoy Marketing LLC domain

Contact Customer Service and provide your name, contact details and sufficient details to enable us to review your complaint.