Student Section – Terms and Conditions

Last updated: July 1, 2025

These Terms and Conditions (the "Terms") are a legally binding agreement between you ("User," "you," or "your") and Student Section LLC ("Student Section," "we," "our," or "us"). By accessing or using the Student Section mobile application and related services (collectively, the "Services"), you agree to comply with and be bound by these Terms. IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

1 Definitions

- "App" the Student Section iOS/Android application.
- "Buyer" a User who purchases a Ticket via the Services.
- "Seller" a User who lists a Ticket for sale via the Services.
- "Ticket" any digital credential or right of entry to an event listed, transferred, or sold through the Services.
- "Master Account" Student Section's University of Michigan ticket-transfer account that temporarily holds Tickets in escrow.

2 Eligibility

You may use the Services only if you (a) are at least **18 years old**, (b) can authenticate with a valid @umich.edu Google account, and (c) have not been previously suspended or removed from the Services.

3 Account Registration & Verification

- 1. **Accurate Information.** You must provide true, complete, and up-to-date information.
- 2. **Security.** You are responsible for safeguarding your login credentials and for all activity under your account.
- 3. **Account Deletion.** You may delete your account at any time using the in-app "Delete Account" option. Deleting your account will permanently erase personal data unless retention is required for legal or regulatory purposes.

4 Listing & Selling Tickets

- 1. **Ownership & Authenticity.** Sellers may list only Tickets they legally own and have the right to transfer.
- Transfer to Master Account. When listing, Sellers must electronically transfer the
 Ticket to the Master Account. We hold the Ticket in escrow until (i) the Ticket is sold, or
 (ii) the Seller cancels the listing.
- 3. **Prohibited Listings.** Counterfeit, previously-used, or price-inflated ("scalped") Tickets are forbidden. Violation may result in account termination and potential legal action.
- 4. **Seller Payment.** After a successful sale and buyer acceptance, we release funds (minus fees) via Stripe.

5 Buying Tickets

- 1. **Payment.** Buyers authorise Stripe to charge their payment method for the total amount (Ticket price + buyer fee).
- 2. **Ticket Acceptance.** Upon successful transfer from the Master Account to the Buyer, the transaction is deemed complete.
- 3. **No Guarantee of Admission.** Student Section facilitates ticket transfers but **does not guarantee** venue admission. Entry decisions rest solely with the event organiser or venue.

6 Fees & Payment Processing

- **Stripe.** All payments are processed by **Stripe, Inc.**. Your use of Stripe's services is subject to <u>Stripe's Privacy Policy</u> and <u>Stripe's Terms of Service</u>.
- Platform Fees. Student Section charges a seller fee and a buyer fee, disclosed at checkout. We may change fees at any time.
- Taxes. Student Section will collect and remit applicable sales taxes on transactions where required by law.

7 No Refunds; Chargebacks & Disputes

 All sales are final. Student Section issues no refunds. Any dispute or chargeback is handled solely through Stripe's dispute process between Buyer and Seller. Student Section may deduct Stripe dispute fees from the Seller's payout.

8 Prohibited Conduct

Users must not:

- Violate any applicable law or regulation.
- List or purchase Tickets using bots or automated means.
- Circumvent or attempt to bypass our security measures.
- Infringe any third-party intellectual-property rights.

9 Intellectual Property & Licence

We own all right, title, and interest in the App and its content. We grant you a limited, non-exclusive, revocable licence to use the Services for personal, non-commercial purposes.

10 User Content & DMCA Notice

If you believe any content on the Services infringes your copyright, send a DMCA notice to **support@studentsection.app**. We will promptly respond pursuant to 17 U.S.C. § 512.

11 User Conduct & Content Guidelines

You are responsible for all content you submit, including ticket listings and messages. You may not post, upload, or transmit content that is:

- False, misleading, or fraudulent;
- Offensive, harassing, or defamatory;
- Unlawful, infringing, or violative of any third-party rights.
 We reserve the right to remove content or suspend accounts at our sole discretion.

12 Force Majeure

Student Section shall not be liable for any delay or failure caused by events beyond our reasonable control, including natural disasters, war, strikes, internet outages, or government actions.

13 Disclaimer of Warranties

THE SERVICES ARE PROVIDED "**AS IS**" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14 Limitation of Liability

To the maximum extent permitted by law, Student Section will not be liable for any liability whatsoever, including indirect, incidental, special, consequential, or punitive damages, or lost profits, even if advised of the possibility. In no event shall our aggregate liability exceed the lesser of **USD 100** or the total platform fees you paid in the preceding **12 months**.

15 Indemnification

You agree to indemnify, defend, and hold harmless Student Section, its officers, directors, employees, and agents from any claims or expenses arising out of your (a) breach of these Terms, (b) misuse of the Services, or (c) violation of any law or third-party right.

16 Governing Law & Dispute Resolution

- Governing Law. These Terms are governed by the laws of the State of Michigan, USA, without regard to conflict-of-laws principles.
- Binding Arbitration. Except for small-claims matters, any dispute will be resolved by final, binding arbitration administered by the American Arbitration Association (AAA) in Washtenaw County, Michigan.
- Class-Action Waiver. You and Student Section agree to bring claims only in an individual capacity, not as a class representative or member.

17 Export Controls

You agree not to use or access the Services in violation of U.S. export laws and regulations, including any embargoed countries or sanctioned individuals.

18 Modification of Terms

We may modify these Terms at any time. Continued use after the effective date constitutes acceptance.

19 Survival

Sections 7 through 19 survive termination of your account or these Terms.

20 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law.

21 Contact Information

Student Section LLC

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