



Last updated: 12 November 2025

Welcome to Please Find Your Seat!

Please Find Your Seat provides a streamlined, all-in-one platform for event planning, execution, and engagement. Our intuitive features enables Hosts to create, manage, and optimise events at any scale.

WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of the Please Find Your Seat web based application (**Application**) and any other services made available through the Application. By using the Application, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, Fire Petal Pty Ltd trading as "Please Find Your Seat" ABN 31 689 262 164 (referred to in this agreement as '**Please Find Your Seat, PFYS we or us**').

Details of account settings and subscription packages are provided on our website at <https://pleasefindyourseat.com> (**Website**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**), which sets out terms that apply to all Users;
- PartB (**Hosts**), which sets out additional terms that apply to **Hosts**, being Users who are the event organiser and host of an Event; and
- Part C (**Attendees**), which sets out the terms that apply specifically to **Attendees**, who are Users attending events hosted through the Application.

By completing the registration process and creating an account, or otherwise use our Application, you agree to the applicable parts of this agreement. You may use the Application as a Host or an Attendee, and the corresponding terms will apply based on the role you select.

Please review this agreement carefully to understand your rights and obligations as a User of the Application. If you have any questions, feel free to contact us for clarification.

HOW DO I READ THIS AGREEMENT?

When we talk about the "**Services**" in this agreement, we are referring to the services available through our Application/web-based platform and any associated services we offer, including event management tools.

When we talk about an "**Event**" in this agreement, this refers to any event that Hosts create, manage, or organise using the Application, including associated features such as event registration and attendee management.

Capitalised words and phrases used in this agreement have the meanings given by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

We may use Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

We may update any part of this agreement at any time without notice to you. By continuing to use the Application, or order, accept or pay for any Services by means of the Application, after such an update, you agree to be bound by this agreement as amended.

We encourage you to check the date at the top of this agreement to see when we last updated it.



Part A All Users

1 ELIGIBILITY

- (a) This Application is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Application. The Application is intended for users who are at least 18 years old. By accessing or using the Application, you represent and warrant that you are at least 18 years old. If you are under the age of 18, you may only use the Application if you have received explicit parental or guardian consent. Please Find Your Seat reserves the right to request verification of your age during registration or at any time, and may suspend or terminate your account if it is found that you are under 18 and have not provided the necessary consent.
- (b) Please do not access the Application if you do not meet the requirements of clause 1(a), or if you have previously been suspended or prohibited from using the Application.
- (c) If you use the Application on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company or an organisation, government or other legal entity (**Represented Entity**), then “you” or “User” means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.
- (d) We may require you to have geo-location, microphone and/or camera capabilities turned on for the device you will use to access the Application and/or use its functionalities. If we require you to turn any of these capabilities on, you agree that you will provide the Application the relevant permissions to access your geo-location services, microphone and/or camera as needed on your device for proper functioning.

2 ACCOUNTS

- (a) To access and use the functionality of the Application, you may be required to create an account through the Application (an **Account**) and provide accurate personal information, including but not limited to your full name, email address, phone number, and any other information required by Please Find Your Seat. You must select and confirm whether you are registering as:
 - (i) a Host; or
 - (ii) an Attendee.
- (b) Please Find Your Seat reserves the right to verify the identity and eligibility of users based on the information provided during registration, including the right to request further documentation before granting full access to certain features of the Application.
- (c) You warrant that any information you give to Please Find Your Seat in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Once you complete the Account registration process, Please Find Your Seat may, in its absolute discretion, choose to accept you as a registered user within the Application and provide you with an Account.
- (e) Please Find Your Seat reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (f) Please Find Your Seat may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

3 HOW PLEASE FIND YOUR SEAT WORKS

- (a) Please Find Your Seat is a Software-as-a-Service (**SaaS**) Application that provides tools to assist event organisers (**Hosts**) in creating, managing, and promoting events through



the Application. The Application allows Hosts to set up event pages, manage check-ins, and integrate various event features, including but not limited to QR codes for Attendees to find allocated seating, digital seating charts, text message Attendees, floor plans, menus and photo share.

- (b) Please Find Your Seat does not assume responsibility for the content, execution, or outcome of any event hosted through the Application. Please Find Your Seat provides the tools for event management but is not liable for any failure, cancellation, dispute, or other issues that may arise during or in connection with an event. Hosts and other users are solely responsible for ensuring that their events comply with all applicable laws, regulations, and best practices.
- (c) Hosts can use the Application to create and customise their event pages. This includes uploading content such as seating charts, menus, schedules and event details. Hosts can also upload their own intellectual property and personalise the event page to reflect their event theme.
- (d) Hosts can set up event check-ins, including ticketing options for paid and free events. The Application allows for real-time event management, enabling Hosts to track ticket sales, registrations, and attendance.
- (e) The Application includes several interactive features to enhance the Event experience as detailed on our Website. As part of the Application, a Host that wants to list an Event on the Application must create an Account on the Application and provide an accurate and complete description of the Event to be supplied (including any applicable fees or price to be paid by the Attendee and their respective Attendee), which is referred to throughout this agreement as an Event Listing or Event.
- (f) For paid ticketed events, an Attendee and/or their Attendee that wants to attend in the Event hosted by the Host can review the Event Listing and then submit a request to attend the relevant Event (**Ticket Request**).
- (g) The respective costs, expenses and fees of an Event shall be agreed upon and dealt with between the parties of the Event. For the avoidance of doubt, Please Find Your Seat only provides an introductory service for the Host, Attendee and the Attendee to facilitate communication between each other on the Application. In accordance with the disclaimers in clause 15, Please Find Your Seat is not responsible or liable to assist or manage the Event.

4 USER OBLIGATIONS

As a User, you agree:

- (a) to not use the Application for any purpose other than for the purpose of making arrangements to provide or receive services, including by not using the Application:
 - (i) in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting an event which includes illegal activities or purposes); and
 - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by Please Find Your Seat.
- (b) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment.
- (c) the following behaviours are prohibited:
 - (i) Harassment or Intimidation: Any behaviour that is aggressive, offensive, threatening, or otherwise abusive towards other Users.
 - (ii) Discriminatory Actions: Any actions that involve discriminatory behaviour based on race, gender, sexuality, age, disability, or other protected categories.



- (iii) Inappropriate Content: Posting or sharing offensive, vulgar, or unlawful content, including hate speech, explicit material, or content that violates any laws or third-party rights.
- (d) in the event that you breach these guidelines, any Please Find Your Seat administrators have the right to take action, including removing you from the Event or Application without prior notice. If you are removed from the Event for violating the above conduct, you understand and agree that Please Find Your Seat and the Host will have no obligation to provide a refund for any event tickets or registration fees paid. Such actions are at the sole discretion of the Host and Please Find Your Seat, and no refund will be issued for any ticket purchases associated with an Event from which you are removed.
- (e) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify Please Find Your Seat of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Application's security;
- (f) not to act in any way that may harm the reputation of Please Find Your Seat or associated or interested parties or do anything at all contrary to the interests of Please Find Your Seat or the Application;
- (g) not to make any automated use of the Application and you must not copy, reproduce, translate, adapt, vary or modify the Application without the express written consent of Please Find Your Seat;
- (h) that Please Find Your Seat may change any features of the Application or Services offered through the Application at any time without notice to you;
- (i) that information given to you through the Application, by Please Find Your Seat or another User including a Host, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information;
- (j) Please Find Your Seat may track your movement and interactions within the Application, including which event features you engage with, the sessions you attend, and other app activities. This data will be used to formulate data analytics for the purpose of improving the event experience and for providing insights to Hosts and Please Find Your Seat. You consent to this tracking and understand that such analytics may be shared with event organisers or Hosts to enhance event management and engagement; and.
- (k) that Please Find Your Seat may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause.

5 PHOTO SHARE

You agree that:

- (a) Use of the Application's photo share functionality (**Photo Share**) is subject to the fair use guidelines as issued and updated by Please Find Your Seat from time to time ([Fair Use Guidelines](#)). Users must comply with Fair Use Guidelines at all times and must not upload, share, or transmit any material on the Photo Share that is unlawful, offensive, defamatory, infringing, misleading, or otherwise inappropriate.
- (b) Please Find Your Seat does not guarantee the availability, performance, or security of the Photo Share and accepts no responsibility or liability for any system errors, interruptions, or failures, including any event resulting in the loss, corruption, or deletion of uploaded content. Users are solely responsible for maintaining backup copies of any content they upload.
- (c) To the maximum extent permitted by law, Please Find Your Seat disclaims all warranties and liability arising from or in connection with the use of the Photo Share, including liability for any content uploaded or shared by Users.



6 POSTED MATERIALS

6.1 WARRANTIES

By providing or posting any photographs, videos, information, materials or other content on the Application (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (d) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (e) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (f) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Application or any network or system; and
- (g) the Posted Material does not breach or infringe any applicable laws.

6.2 LICENCE

- (a) You grant to Please Find Your Seat a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for Please Find Your Seat to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release Please Find Your Seat from any and all claims that you could assert against Please Find Your Seat by virtue of any such moral rights.
- (c) You indemnify Please Find Your Seat against all damages, losses, costs and expenses incurred by Please Find Your Seat arising out of any third party claim that your Posted Material infringes any third party’s Intellectual Property Rights.

6.3 REMOVAL

- (a) Please Find Your Seat acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, Please Find Your Seat may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Application) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material. We reserve the right to delete the Posted Material at any time after the Event has concluded.

7 REFUNDS, INTERRUPTIONS AND CANCELLATIONS

- (a) Please Find Your Seat is a platform that facilitates communication between Hosts and Attendees for the purpose of organizing events. However, we are not responsible for any cancellations, interruptions, or changes to event schedules.
- (b) In the event of an event cancellation or rescheduling, the Host is responsible for notifying Attendees and handling any refunds, if applicable. Please Find Your Seat will not be held liable for any refund, compensation, or other obligations related to cancellations or changes.



- (c) While we strive to ensure continuous service, we cannot guarantee that the Application will be available at all times. Please Find Your Seat is not liable for any technical faults, service interruptions, or data loss due to events beyond our control.

8 ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner (**Online Payment Partner**) to collect payments on the Application, including [Stripe](#). The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner.
- (b) You agree to release Please Find Your Seat and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's Application or any error or mistake in processing your payment.
- (c) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

9 APPLICATION LIMITATIONS

While we make every effort to ensure that the information on the Application is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Application may have errors or defects (or both, as the case may be);
- (b) the Application may not be accessible at times and its availability may be subject to factors outside of Please Find Your Seat's control, such as network issues or maintenance;
- (c) messages sent through the Application may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Application may not be secure or confidential;
- (e) any information provided through the Application may not be accurate or true;
- (f) The Application requires a working mobile device with internet access and compatible software. The device must meet the minimum specifications set by Please Find Your Seat, which will be made available to you on the Website or upon request; and
- (g) The Application requires a stable internet connection to function properly. Please Find Your Seat is not responsible for any disruptions, limitations, or functionality issues that may arise due to the quality or availability of your internet connection.

10 INTELLECTUAL PROPERTY

- (a) Please Find Your Seat retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Service Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 10, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.



11 THIRD PARTY CONTENT

The Application may contain text, images, data and other content provided by a third party and displayed on the Application (**Third Party Content**). Please Find Your Seat accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

12 THIRD PARTY INTEGRATIONS AND SUPPLIERS

- (a) To provide the services and functionalities of the Application, we rely on the integrations and services of various third-party providers. These third-party providers assist us in hosting and operating the platform, processing payments, managing files, sending communications, and maintaining our accounting systems.
- (b) By using the Application, you acknowledge and agree that your use of the Application may be subject to the terms and conditions of these third-party providers (the "**Third Party Terms**"). These Third Party Terms govern the services they provide and may be independent of the terms of this agreement. We will notify you of the relevant Third Party Terms and provide access to them through links or other means within the Application or our website. ([Third Parties](#))
- (c) You agree to comply with the applicable Third Party Terms when using the services provided by these third-party providers, and you acknowledge that any disputes or issues related to these services should be directed to the respective third-party providers.
- (d) Please Find Your Seat is not responsible for any issues or damages arising from the use of third-party services, including payment processing failures, email delivery issues, or file management problems. Please Find Your Seat will not be liable for any loss, damage, or inconvenience caused by third-party services or any failure of these services to meet your expectations or requirements.

13 DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Application remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to Please Find Your Seat via our enquiry form. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) Please Find Your Seat has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) Please Find Your Seat reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with Please Find Your Seat, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 13, you or Please Find Your Seat may at any time cancel your Account or discontinue your use of the Application.

14 SECURITY

Please Find Your Seat does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Application. You should take your own precautions to ensure that the process you employ to access the Application does not expose you to the risk of viruses, malicious computer code or other forms of interference.



15 SERVICES DISCLAIMER

15.1 INTRODUCTORY, EVENT MANAGEMENT AND COMMUNICATION SERVICE ONLY

- (a) Please Find Your Seat is a platform that facilitates the introduction and communication between Users (Hosts and Attendees) for event-related activities. Please Find Your Seat is not and does not hold itself out to be:
- (i) a ticket seller;
 - (ii) an event organiser; or
 - (iii) affiliated with any event association or authority.
- (b) You acknowledge and agree that:
- (i) Please Find Your Seat and the Application do not verify, authenticate, or guarantee the identity, credentials, or legal status of Users, including Hosts or Attendees;
 - (ii) Please Find Your Seat does not guarantee or warrant the accuracy of any information, including licences, certifications, or other claims made by Users. You are solely responsible for verifying the legitimacy of other Users before entering into any agreements or transactions;
 - (iii) Any interaction or communication between Users is at your own risk. Please Find Your Seat is not a party to any contractual or financial arrangements, nor does it monitor, regulate, or enforce the terms of such agreements.
 - (iv) Our provision of access to the Application and introductions to other Users does not imply any endorsement, recommendation, or validation of any Host, Attendee, or event. Please Find Your Seat assumes no responsibility for any disputes, damages, or losses arising from User interactions, and any arrangements entered into between Users are solely the responsibility of the Users involved.
 - (v) Please Find Your Seat does not control, monitor, or moderate User interactions, content, or communication on the Application. Our responsibilities are limited to providing access to the Application and facilitating event-related activities. We do not have an obligation to regulate or police content, accounts, or messages exchanged by Users. To the maximum extent permitted by law, Please Find Your Seat disclaims any liability for loss, damage, or harm suffered by you or any third party in connection with User content, interactions, or the use of the Application.
 - (vi) without limiting the other terms of this clause, Please Find Your Seat does not ensure, guarantee or provide any warranty or indemnity in respect of the quality, legality, accuracy, completeness or otherwise of:
 - (A) any arrangements or communications between Users;
 - (B) any information provided by Users to each other; or
 - (C) the ability of Users to undertake their respective obligations.
 - (vii) Because of the foregoing, in the event that you have a dispute with one or more Users, you release and hold us (and our Related Parties) harmless from actions, claims, demands and Losses of every kind arising out of or in any way connected with such disputes;
 - (viii) Please Find Your Seat does not provide legal, financial, or professional advice of any kind. Any information provided through the Application, including event listings, communications, or support, is general in nature. You are encouraged to seek independent legal, financial, or other professional advice regarding your obligations to comply with applicable laws, including but not limited to tax, privacy, intellectual property, and event regulations.



- (ix) we do not guarantee that the Application or any content will be error-free or uninterrupted, or that your use of the Application will provide any specific results;
- (x) we reserve the right to share any information provided by you to us, and to store such information in accordance with our Privacy Policy; and
- (xi) we do not represent or warrant that your use of the Services will meet your particular requirements, whether those requirements are disclosed to us or not

15.2 COMPLIANCE WITH LAWS

- (a) It is your responsibility to comply with all applicable laws, regulations and industry standards that apply to receiving and providing the Services.
- (b) Please Find Your Seat acts solely as a registration system and platform that allows event organisers (**Hosts**) to sell tickets through the Application. However, Please Find Your Seat is not the financial holder of any event ticket sales and does not act as the event organiser. Please Find Your Seat is not responsible for managing or holding funds related to ticket sales, nor is it responsible for any aspects of the event organisation, including pricing, refunds, or event management.
- (c) Please Find Your Seat will not be responsible or liable for any failure to comply with applicable laws, regulations, or industry standards by Hosts, Sponsors, third parties, or Attendees using the Application. The event organisers (Hosts) are solely responsible for ensuring compliance with all applicable laws, including but not limited to consumer protection laws, taxation, and ticketing regulations.

15.3 LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 15.3(b), the total liability of each party (being you, the User and us, Please Find Your Seat) in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by you on the Application in the 3 months preceding the date of the event giving rise to the relevant liability. If no fees have been paid, Please Find Your Seat's liability shall be limited to \$100.
- (b) Clause 15.3(a) does not apply to your liability in respect of loss or damage sustained by Please Find Your Seat arising from your:
 - (i) breach of third party intellectual property rights;
 - (ii) breach of privacy laws and regulations; or
 - (iii) negligent, fraudulent or criminal act or omission.
- (c) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (d) (**Consumer Law**) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
- (e) (**Consequential Loss**) To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by Please Find Your Seat, except:
 - (i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - (ii) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).



16 CONFIDENTIALITY

You agree that:

- (a) no information owned by Please Find Your Seat, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Application and of the Host are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

17 PRIVACY

- (a) You agree to be bound by the clauses outlined in Please Find Your Seat's Privacy Policy, which can be accessed [here](#).
- (b) We are committed to protecting your privacy and will handle your personal information in accordance with this agreement and any obligations we hold under applicable legislation or privacy guidelines.

18 COLLECTION NOTICE

- (a) We collect personal information, including sensitive information, about you in order to enable you to access and use the Application, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

19 TERMINATION

- (a) Either Please Find Your Seat or the User may terminate the User's account at any time (including any listings, memberships or Accounts) for any reason.
- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Application), they can do so by using the Application's functionality where available. Where such functionality is not available, Please Find Your Seat will affect such termination within a reasonable time after receiving written notice from the User.
- (c) Subject to clause 12, in the event that a User's Account is terminated:
 - (i) the User's access to all posting tools on the Application will be revoked;
 - (ii) the User's data will be deleted from the Application;
 - (iii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and Event Listings or requests); and
 - (iv) the User may be unable to view the details of other Hosts (including contact details, geographic details and any other details), and all Event Listings previously posted by the respective User will also be removed from the Application.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Application, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

20 TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Application, and Please Find Your



Seat will not be held accountable in relation to any transactions between Attendees and Hosts where tax related misconduct has occurred.

21 RECORD / AUDIT

To the extent permitted by law, Please Find Your Seat reserves the right to keep all records of any and all transactions and communications made through this Application between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving Please Find Your Seat.

22 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
whichever is earlier.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

23.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.



23.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

23.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

23.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.



Part B Hosts

These terms apply specifically to users who create, manage, and promote events using the Please Find Your Seat Application, being the Hosts. By using the Application to create, organise, or manage an event, you agree to be bound by the terms set out in this section.

1 ELIGIBILITY AND QUALIFICATIONS

- (a) In accordance with clause 1 of 0, by registering an Account as a Host, you represent and warrant that you are at least 18 years of age. Please Find Your Seat reserves the right to verify your age and suspend or deny access to the Application if you do not meet the required age criteria or fail to provide adequate proof of age.
- (b) As a Host, you are responsible for ensuring that all Attendees are eligible to participate in your event. You must verify that any Attendee is over 18 years old, or if the Attendee is under 18, you must ensure that they are at least 13 years old and have obtained the written consent of a parent or guardian to participate in the event. You also agree to comply with any applicable child protection and privacy laws when handling minor Attendees.
- (c) You acknowledge that Please Find Your Seat may require you to provide certain documentation to verify your status as the authorised organiser of the event. This may include but is not limited to business registration details, proof of event permits or licenses, or any other relevant documentation that proves you are the legitimate organiser. Please Find Your Seat reserves the right to suspend or remove any Event Listing or Host Account if it is determined that the event was fraudulently created or mimics an existing event. If in any of your Event Listings or anywhere on your Account you hold yourself out to possess certain qualifications, permits and/or licences (**Qualifications**), you warrant that you do hold such Qualifications and if requested, will promptly provide Please Find Your Seat with evidence of the Qualifications.

2 EVENT CREATION

As a Host, you are solely responsible for the creation, management, and organisation of your Event using the Application. You acknowledge and agree that:

- (a) You retain full ownership of the intellectual property (**IP**) and content you upload to or create in connection with your Event, including but not limited to event details, speaker information, session content, promotional materials, and all other Event Content. You warrant that you have the necessary rights, licences, and permissions to use and distribute all Event Content. Please Find Your Seat disclaims any responsibility for infringement of third-party intellectual property rights arising from your Event Content (collectively, "**Event Content**").
- (b) You are solely responsible for ensuring that all Event Content, including but not limited to speakers, sponsors, and event messaging, complies with all applicable laws, including intellectual property laws, data protection laws, and laws relating to the promotion of events, consumer protection, and safety.
- (c) You are solely responsible for ensuring that all Event Content, including speakers, sponsors, and event messaging, complies with all applicable laws and regulations, including but not limited to intellectual property laws, data protection laws, consumer protection laws, event safety requirements, and any relevant industry-specific regulations. You agree to indemnify and hold Please Find Your Seat harmless from any claims, damages, or liabilities arising from your failure to comply with these legal obligations.

3 EVENT CONTENT RESPONSIBILITY

Hosts acknowledge and agree that:



- (a) You are fully responsible for the content you upload, create, and share in connection with your Event, including speaker details, session materials, promotional content, and all other event-related materials. Please Find Your Seat does not monitor, review, or approve such content, except where explicitly requested to do so. Please Find Your Seat reserves the right to remove content that violates this agreement, including any content that infringes third-party rights or violates applicable laws, upon notification from a third party or at its discretion.
- (b) You will only upload information that you are legally entitled to share, and you will obtain any necessary consent from Attendees where required, including consent for us to email and text message them for the purposes of us providing the Services. We may store, use and process information about Attendees solely for the purposes of providing the Services under this agreement. You indemnify us from any claims, losses or liabilities arising out of any information you provide us that you are not authorised to provide.
- (c) You agree to indemnify, defend, and hold harmless Please Find Your Seat, its officers, employees, agents, affiliates, and partners from any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising from or related to your Event Content. This includes, but is not limited to, violations of intellectual property rights, defamation, privacy violations, and any illegal activities related to your Event or Event Content. This indemnity also covers any third-party claims or actions arising from your use of the Application to promote, manage, or organise events.
- (d) Please Find Your Seat does not endorse or approve any event content or promotional material uploaded by Hosts. The Application is provided for event management purposes, and Please Find Your Seat disclaims any responsibility for the content or actions of Hosts or event attendees.

4 EVENT LISTINGS

You acknowledge and agree that:

- (a) you must provide the name and date of an Event;
- (b) you are responsible for obtaining all relevant insurances, permits, licences, or registrations required to host an Event and are required to provide us with this information if requested by Please Find Your Seat;
- (c) you must use your best endeavours to provide as much information as possible in any listing you submit to the Application in which you offer to organise an Event (**Event Listing**);
- (d) Please Find Your Seat may choose not to accept any Event Listing you submit to the Application, and Please Find Your Seat may limit the number of Event Listings you can submit to the Application;
- (e) Please Find Your Seat reserves the right to conduct audits, at its discretion, to verify that an Event is a legitimate and authorised event. Such audits may include requesting documentation, verifying the Event's registration or organisation details, and other actions deemed necessary by Please Find Your Seat. Failure to comply with these requests may result in the removal or suspension of your Event Listing.
- (f) you must take all reasonable steps to complete the services as described in every Event Listing that is accepted by an Attendee and/or their Attendee, including by not cancelling any part of such an Event Listing;
- (g) you must deal with any dispute with an Attendee and/or Attendee in accordance with clause of Part A;
- (h) any additional terms and conditions relating to an Event Listing are solely between you and the relevant Attendee and do not involve Please Find Your Seat in any way, except that they must not be inconsistent with your or the Attendee's obligations under this agreement;
- (i) you must not make available or attempt to make available details of an Event to Attendees more than 90 days prior to the start date of the Event;



- (j) you must not make or attempt to make any changes to an Event Listing after 14 days from the start date of the relevant Event;
- (k) a particular Event can only be used once, in relating to that specific Event Listing; and
- (l) Please Find Your Seat will have no responsibility for the accuracy, reliability or timeliness of any Attendee's response to an Event Listing.

5 PROVISION OF SERVICES AND EVENTS

- (a) You must ensure that all services, such as the Event itself, specified in an Event Listing that is accepted by an Attendee and their respective Attendees are provided:
 - (i) in accordance with all applicable laws, regulations, tax obligations and industry standards, including but not limited to any sports combat regulations;
 - (ii) with due care and skill and in a professional, punctual and diligent manner;
 - (iii) so that the services are fit for their intended purpose; and
 - (iv) on the date and at the times set out in the Event Listing.
- (b) You must ensure that as a Host, you hold and maintain all licences, permits, work entitlements, approvals and authorities applicable to being a Host and that are necessary to host the Event.
- (c) If an Attendee requests to reschedule the Event time for the services listed in an Event Listing, it is within your discretion on whether you choose to accept or reject such a request.

6 INSURANCE

The Host acknowledges and agrees that the Host is responsible for obtaining and maintaining insurances in relation to the provision of an Event to cover all potential liabilities and risks, including but not limited to general liability insurance, public liability and/or event liability insurance.

7 FEES AND PAYMENT

7.1 FREE ACCOUNT

- (a) Hosts have the option to create a free account on Please Find Your Seat as described on the Website. With a free account, you can create and set up an event on the Application. However, please note the following limitations:
 - (i) **Event Creation:** You can build the basic structure of your event, including adding event details and a seating chart for up to 50 Attendees.
 - (ii) **No Access to Full Functionality:** A free account does not grant access to the Application's full suite of features as set out on the Website.
 - (iii) **No Use of Premium Features:** You will not be able to use any of the premium tools that are part of the paid subscription models.
- (b) The free account is solely for creating events at a basic level. You must upgrade to one of the subscription plans to access all the features described on our website.

7.2 SUBSCRIPTION ACCOUNT

- (a) For Hosts who wish to utilise the full functionality of the Application, a tiered subscription account is available. The pricing for each subscription tier and the inclusions and limitations are set out clearly on the Website. You agree to select the appropriate subscription plan based on your event needs.
- (b) Please Find Your Seat offers various subscription levels based on the number of events you wish to create and manage. Each subscription tier includes access to specific features of the Application, such as:
 - (i) Event branding and customisation;



- (ii) Access to additional Application features and event management tools, including uploading floorplans, menus;
 - (iii) Ticket management and Attendee tracking;
 - (iv) Text message reminders for Attendees; and
 - (v) Access to the Application's Photo Share.
- (c) You must pay subscription fees to us in the amounts specified on the Website for your continued use of the Application, or as otherwise agreed in writing (**Subscription Fees**).
- (d) All Subscription Fees must be paid in advance and are non-refundable for change of mind.
- (e) Unless otherwise agreed in writing, the Subscription Fees are due and payable on a recurring basis for the duration of your Subscription, with the first payment being due on the first day of the Subscription Period (or immediately after the expiry of any applicable Free Trial Period) and at the beginning of every Renewal Period thereafter.

7.3 ONE-OFF PURCHASE

- (a) For Hosts who wish to utilise the full functionality of the Application, a one-off Event account is available. The pricing for a one-off Event and the inclusions and limitations are set out clearly on the Website. You agree to select the appropriate one-off Event account based on your event needs.
- (b) You must pay the one-off fees to us in the amounts specified on the Website for your use of the Application, or as otherwise agreed in writing (**One-Off Fees**).
- (c) All One-Off Fees must be paid in advance and are non-refundable for change of mind.

7.4 CUSTOM BUILT QUOTATION

For Hosts who require additional support from Please Find Your Seat to create and manage their event, we offer the Custom-built Event model. This service is for Hosts who need a fully managed event experience, including:

- (a) **Custom Event Creation:** Please Find Your Seat will build and manage your event on your behalf, including custom branding, event design, registration setup, and integration of any specific features you require.
- (b) **Custom Quote:** A custom quote will be provided based on the specific requirements of your event. This quote will detail the costs associated with event creation, management, and any additional services requested.
- (c) **Payment Terms for Custom-built Events:** You agree to pay the fees outlined in the custom quote before the commencement of the event creation process. Please Find Your Seat will not begin work on your event until payment has been received in full or as otherwise agreed in the custom quote.
- (d) **Additional Fees:** Any additional requests outside the scope of the initial custom quote may be subject to extra charges, which will be communicated and agreed upon before any additional work is undertaken.

For Custom-built Events, you acknowledge that any changes to the custom event scope may lead to adjustments in pricing and timelines. These changes will be outlined and agreed upon in writing before work is initiated.

7.5 SERVICE FEE

Please Find Your Seat charges a 2.5% service fee on all ticket sales for paid Events hosted through the Application. This fee is calculated based on the total ticket price, excluding taxes or additional charges. For free events, no service fee is applicable. You are responsible for ensuring that the service fee is factored into the pricing of your event, and agree to remit payment for the service fee in accordance with the Application's payment processing system.



7.6 REFUNDS AND CANCELLATIONS

- (a) **Subscription Refunds:** Please Find Your Seat does not offer refunds for subscription fees once they have been paid, except where required by applicable law, including the Australian Consumer Law. If you cancel your subscription, access to the Application and its features will continue until the end of the current billing cycle. If there is a failure to deliver the agreed services, you may be entitled to a refund under Australian Consumer Law.
- (b) **Custom-built Event Refunds:** Please Find Your Seat does not offer refunds for Custom-built Event services once work has commenced, except as provided under Australian Consumer Law or as detailed in the custom quote. If Please Find Your Seat fails to meet the terms outlined in the custom quote, a refund may be issued in accordance with the agreed terms.
- (c) Please Find Your Seat uses third-party payment processors, such as [Stripe](#), to handle transactions related to paid events. While we make efforts to ensure the reliability of these processors, we do not control or guarantee the security, functionality, or performance of third-party payment processors. By using the Application to accept payments or process transactions, you acknowledge and agree that Please Find Your Seat is not responsible for any issues related to payment processing, including payment disputes, chargebacks, or delayed payments.

7.7 AUTOMATIC RECURRING BILLING

Subject to clauses 7.8 and 7.9:

- (a) Your Subscription will continue to renew on an automatic indefinite basis unless you notify us that you wish to cancel in accordance with this clause 7.
- (b) While your Subscription is maintained, your Subscription Fees will continue to be debited at the beginning of each Renewal Period from the payment method you nominated when you registered for an Account.
- (c) By signing up for a recurring Subscription, you acknowledge and agree that your Subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to your cancellation of your Subscription.

7.8 GRACE PERIOD

If you fail to cancel your Subscription prior to a Renewal Period and you are charged recurring charges, you have up to 14 days from the date of that renewal to cancel your Subscription by contacting us through our enquiry form, by email or our Website (**Grace Period**). If you cancel your Subscription within the Grace Period, please contact us via our enquiry form or our Website to request a refund for any recurring fees charged to you during the Grace Period.

7.9 CHANGES TO SUBSCRIPTION FEES

We may, from time to time, change our Subscription Fees and provide you with 14 days notice prior to the changes. During this time, you have the opportunity to cancel your Subscription with us. If you do not cancel your Subscription before the new Subscription Fees take effect, the Grace Period in clause 7.8 will apply.

7.10 LATE PAYMENTS

We reserve the right to suspend all or part of the Application indefinitely if you fail to pay any Fees in accordance with this clause 7.

8 EVENT CANCELLATIONS AND POSTPONEMENT

- (a) Without limiting or otherwise affecting the terms of this agreement, if you wish to cancel or postpone an Event set out in an accepted Event Listing, before you have performed all the relevant services, you must contact us using the Application's functionality. You are required to provide detailed information as to why you are cancelling or postponing the



event. If Please Find Your Seat decides to investigate your request, you must provide assistance and information to Please Find Your Seat as reasonably requested.

- (b) If you decide to postpone an event, you must notify Please Find Your Seat and Attendees promptly, providing new dates, updated event details, and any other relevant information. You must ensure that the postponement complies with your Event's terms and conditions, including those related to ticketing, refunds, and attendee notifications.
- (c) You must ensure that your cancellation and postponement policies, including your refund policy, in relation to you or Attendees cancelling or postponing an accepted Event Listing, are in compliance with all applicable laws, such as the Australian Consumer Law. These policies must also clearly outline the terms under which refunds or rescheduling are provided and the conditions that apply.
- (d) If an event is cancelled or postponed by the Host, and the Attendee is unable or unwilling to attend the rescheduled event, the Host must offer a refund or other compensation in accordance with the agreed cancellation policy or applicable consumer protection laws. Please Find Your Seat will not be responsible for providing refunds or compensations unless specified under the terms of this agreement.
- (e) You must ensure that your cancellation policy and refund policy in relation to you or Attendees cancelling an accepted Event Listing is in compliance with all applicable laws, such as the [Australian Consumer Law](#).

9 BINDING CONTRACT

You agree that when an Attendee submits an enquiry in response to your Event Listing and confirms the participation of their qualified Attendee, this constitutes their intention and offer to enter into a contract with you, where you will provide the respective Attendees with the service as specified in the relevant Event Listing, in exchange for payment of the relevant Event fees. A contract is formed in this respect (between you and the Attendees) when you respond to an email or message on the Application confirming that you accept the Attendees offer.

10 WARRANTIES

By listing yourself as a Host on the Application, posting an Event Listing or accepting a Ticket Request, you represent and warrant that:

- (a) you are able to fulfil the requirements of the services specified in the Event Listing or Ticket Request;
- (b) you will provide services to each Attendee:
 - (i) using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards; and
 - (ii) in compliance with all applicable laws; and
- (c) any individuals involved in your performance of services to any Attendee have not been previously convicted of an indictable offence, and any companies involved in your performance of services have no current legal, criminal, civil or administrative proceedings against them.

11 DISCLAIMERS

11.1 NO AFFILIATION WITH VENUES

- (a) Please Find Your Seat assumes no responsibility for selecting the location or venue of an Event and does not make any warranties as to the suitability, safety, or condition of any location or venue for hosting an Event. We are not affiliated with any venue and do not endorse, recommend, or verify the suitability of venues listed on the Application.



- (b) Any concerns, complaints, or issues related to the venue, including its physical condition, accessibility, or compliance with safety regulations, should be directed to the venue owner or operator. Please Find Your Seat disclaims any liability for such matters.

11.2 NO WARRANTY OR GUARANTEE OF EVENT SUCCESS

- (a) Please Find Your Seat does not guarantee the success, profitability, or any particular outcome of any Event hosted on the Application. We provide the tools and services to assist with event management, but the responsibility for the event's success—including attendee engagement, revenue generation, sponsorship outcomes, and overall satisfaction—rests entirely with the Host.
- (b) Please Find Your Seat is not liable for any failure, delay, or negative outcomes related to the Event, including but not limited to issues with attendance, sponsorship, ticket sales, or event satisfaction.

11.3 AVAILABILITY AND FUNCTIONALITY

- (a) While Please Find Your Seat strives to ensure the Application is fully functional and reliable, we do not guarantee uninterrupted, error-free, or defect-free access. The Application is provided "as is," and Please Find Your Seat is not liable for any downtime, technical issues, or failure of functionality.
- (b) Please Find Your Seat reserves the right to suspend, modify, or discontinue the Application at any time, with or without notice, for maintenance, upgrades, or due to unforeseen technical issues. In such cases, Please Find Your Seat will make reasonable efforts to notify users of scheduled downtime. Please Find Your Seat is not liable for any financial or other damages arising from downtime or service interruptions.

11.4 RESPONSIBILITY FOR EVENT CONTENT

- (a) The Host is solely responsible for the content, materials, and information associated with their event, including event descriptions, speaker details, sponsor information, and any other content uploaded or shared via the Application.
- (b) Please Find Your Seat does not monitor, approve, or endorse any content created or provided by Hosts.
- (c) You agree to indemnify and hold Please Find Your Seat harmless from any claims, damages, or losses arising from content uploaded by you, including but not limited to intellectual property violations, defamation, false advertising, or unlawful conduct.

11.5 NO ENDORSEMENT OF THIRD PARTIES

- (a) Please Find Your Seat does not endorse, sponsor, or guarantee the quality or performance of any sponsors, speakers, or other third-party participants in your Event. The inclusion of sponsors or speakers on the Application does not imply any endorsement or recommendation by Please Find Your Seat.
- (b) You acknowledge and agree that any agreements or interactions with sponsors, speakers, or other third-party vendors are solely between you and those third parties, and Please Find Your Seat is not responsible for any disputes, issues, or claims arising from such interactions.

11.6 NO LIABILITY FOR ATTENDEE ACTIONS

- (a) Please Find Your Seat is not liable for the actions or conduct of event attendees, including any disputes, harassment, or unlawful behaviour that may occur during the event. You, as the Host, are solely responsible for managing attendee behaviour and ensuring compliance with event rules, policies, and relevant laws. Please Find Your Seat is not responsible for any physical injuries, property damage, or other harm caused by or to attendees during the event.



12 SUBSCRIPTION CANCELLATION

- (a) You may cancel your Subscription for convenience by following the prompts on the Application, or by contacting us in writing. The termination of your Subscription will take effect at the end of the then current Subscription Period or Renewal Period (**Cancellation Period**).
- (b) Any Subscription Fees that would otherwise have been payable during the Cancellation Period will remain payable and, to the maximum extent permitted by law, no Subscription Fees already paid for the Cancellation Period will be refundable.
- (c) We will continue to provide you with access to the Application during the Cancellation Period, and you may retrieve any necessary data, including your Event Listings and associated content, during this time. You must download all your content within 30 days from the date of cancellation. After this period, additional fees may apply for extended access to the Application or for data retrieval services. The applicable fees for extended access will be provided to you at the time of request.
- (d) Upon termination, you will no longer have access to the Application, your Account or your Event Listings (whether past or current) and will be considered terminated in accordance with clause 19 of 0.



Part C Attendees

These terms apply specifically to users who attend events hosted via the Please Find Your Seat Application.

1 EVENT LISTINGS, TICKET REQUESTS AND FEES

- (a) Viewing and submitting a Ticket Request on the Application is free of charge.
- (b) You acknowledge and agree that:
 - (i) if you respond to an Event Listing or confirm a Ticket Request after a Host responds, such response will constitute your offer and intention to enter into a binding contract with the Host, the other Attendee, and their respective Attendees.
 - (ii) any terms and conditions relating to services provided through the Application, including but not limited to event details, fees, or services, are solely between you and the relevant Host. Please Find Your Seat is not a party to such contracts and has no responsibility for the obligations, performance, or outcomes of any such agreements, provided that such terms do not conflict with your or the Host's obligations under this agreement.

2 NO LIABILITY FOR EVENT CONTENT OR CONDUCT

- (a) Please Find Your Seat does not monitor, approve, or control the content, quality, or conduct of events hosted on the Application, including the actions or behaviour of event organisers, sponsors, or attendees. While we make efforts to ensure compliance with our Terms of Service and applicable laws, you acknowledge that the content, presentations, and communications during events are solely the responsibility of the event organiser and relevant third parties involved in the event.
- (b) If issues arise with event organisers, sponsors, attendees, or event content, you agree to address these issues directly with the relevant parties. Please Find Your Seat disclaims any liability for damages, losses, or disputes arising during or in connection with events hosted via the Application, including disputes over event content, harassment, or attendee conduct.
- (c) Please Find Your Seat is not responsible for any changes, disruptions, cancellations, or modifications to events, including changes to schedules, speakers, or event content. If an event is cancelled or modified, the event organiser is solely responsible for notifying attendees. Please Find Your Seat does not guarantee the availability, quality, or success of any event listed on the Application.
- (d) Please Find Your Seats do not guarantee the success, quality, or outcomes of any event hosted through the Application. Your experience at the event, including engagement, networking opportunities, and business leads, is contingent upon various factors beyond Please Find Your Seat's control, including event organisers, speakers, sponsors, and other attendees. Please Find Your Seat is not responsible for any disruptions, poor organisation, or technical issues that may affect your experience or participation.
- (e) By attending an event, you acknowledge and agree that your participation is at your own risk. Please Find Your Seat is not liable for any personal injuries, property damage, financial losses, or other consequences that may arise from your attendance or participation in any event.
- (f) Please Find Your Seat does not guarantee any specific outcomes, results, or benefits from attending any event, including networking opportunities, business leads, or professional connections. The value you derive from attending the event is entirely your responsibility, and Please Find Your Seat makes no representations about the success or effectiveness of such outcomes.
- (g) Please Find Your Seat does not monitor or control the content of events hosted on the Application, including the conduct of event organisers, sponsors, or attendees. While we



strive to ensure the Application is used in accordance with applicable laws and our Terms of Service, you acknowledge that the content, presentations, and communications during events are the sole responsibility of the event organiser and other parties involved in the event.

3 CANCELLATIONS

- (a) Please Find Your Seat shall have no liability or obligation to you if a Host, another Attendee, or a third-party Attendee cancels or fails to fulfil the conditions of an Event Listing after it has been confirmed. In such cases, you will not be entitled to any compensation from Please Find Your Seat, including any portion of fees paid for the Event.
- (b) If you wish to cancel services specified in an agreed Event Listing before the Host has performed them, you must contact the Host directly. Please Find Your Seat will not intervene in any cancellation disputes between Hosts and attendees but may assist in resolving any general concerns as part of our Application's features.
- (c) Whether any fees paid by you for the Event are refundable in the case of cancellation will depend on the cancellation and refund policies established by the relevant Host. You agree to review and accept the Host's specific cancellation and refund policies as part of the Event Listing.
- (d) It is the Host's responsibility to ensure that all the features and benefits listed in the Event Listing meet their requirements and expectations. Please Find Your Seat does not offer refunds for change of mind or if the Event does not include features or benefits that were not specified in the Event Listing. You acknowledge that you have reviewed the Event Listing and confirmed that it meets your requirements prior to making any payments or committing to participation.

4 LINKED BUSINESSES AND HOSTS

You acknowledge and agree that:

- (a) the Application provides links and introductions to Hosts owned and operated by third parties that are not under the control of Please Find Your Seat;
- (b) the provision by Please Find Your Seat of introductions to Hosts does not imply any endorsement or recommendation by Please Find Your Seat of any Host;
- (c) Please Find Your Seat does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Host, Attendee or any other Attendee who uses or is listed on the Application; and
- (d) any terms and conditions relating to an Event Listing provided via the Application constitute a contract between you and the Host once agreed and do not involve Please Find Your Seat in any way.

5 PERSONAL INFORMATION

- (a) By using the Application you consent, to attend (and continue to attend) in the Application and for us to collect and publish your personal information and sensitive information, such as health information, on the Application to Hosts and Attendees (sometimes both as the case may be).
- (b) You also consent to receiving emails, phone calls, SMS messages and social media messages for us to keep you informed about our Services from us and also from Hosts and Attendees.
- (c) Our Privacy Policy contains more information about how we use, disclose and store your information as an Attendee and details how you can access and correct your personal information, which can be accessed here: <https://pleasefindyourseat.com/privacy-policy>.