

JADEvents' Organizer Refund Policy Requirements

Last updated: June 8, 2023.

As a marketplace for live experiences, Genesis Innovation Management DBA JADEvents ("JADEvents," "we," "us," or "our") understands the importance of providing clear purchase expectations that are fair to both the event creators and consumers on our platform. Our "Organizer Refund Policy Requirements" outline the minimum requirements governing the refund policies of organizers of paid events ("Organizers," "you," or "your") hosted on JADEvents, including when we expect you to issue refunds, and when we may issue refunds on your behalf, regardless of your refund policy.

The rights and obligations contained in these Requirements are in addition to and are incorporated into the [Terms of Service](#) and [Merchant Agreement](#) by reference. Capitalized terms that are not defined in these Organizer Refund Policy Requirements have the definition provided in the [Terms of Service](#) or the [Merchant Agreement](#). In the event of a conflict between or among these Organizer Refund Policy Requirements, the Merchant Agreement, and the Terms of Service, the following Order of Precedence will apply: first these Organizer Refund Policy Requirements, then the Merchant Agreement, then the Terms of Service.

NOTE: To learn more about JADEvents Legal Terms, take a look [here](#).

1. Refund Policies and Administration

1.1 Minimum Requirements.

We understand that refund policies vary depending on the type of event and the Organizer. We provide flexibility for you to post your own policies with respect to Your JADEvents Events, so long as they meet the following minimum requirements:

- (a) Refund policies must be posted on the applicable event page;
- (b) "No refund" policies are permissible, but must be clearly identified as such and must otherwise comply with these minimum requirements (including the required exceptions where refunds would be granted, meaning they must provide for the "Specified Refunds" described below);
- (c) Refund policies (including "no refund" policies) must provide for a refund or other accommodation through which you will "make good" on your obligations to your Consumers for the situations outlined in Section 1.2 Specified Refunds below. If you are offering your Consumers an

event credit or other accommodation through which you will “make good” on your obligations to your Consumers in lieu of a purchase price refund, then

1. such credit or other accommodation must be of equal or greater value to the value of the ticket for the canceled event, and
2. such value and all terms applicable to such credit or other accommodation (including but not limited to the period in which such credit or other accommodation must be redeemed, if such limitations are permitted by applicable law, for which you bear sole responsibility for compliance) must be clearly communicated to your Consumers.

(d) Refund policies (including cash or credit refunds) must comply with all applicable local, state, provincial, national and other laws, rules and regulations, including all requirements imposed by Card Schemes or Alternative Payment Frameworks;

(e) Refund policies must include specific instructions on how to obtain a refund, including how, when and where to direct a refund request;

(f) Refund policies may not be changed retroactively, unless such changes operate to place impacted Consumers in an equal or better position as they were under the policy in place at the time of purchase;

(g) Refund policies must set out a specific time frame within which refund requests will be responded to, which should not exceed five (5) business days for a first response; and

(h) Refund policies must otherwise be fair and reasonable.

If a refund policy is not posted or does not meet these minimum requirements set forth above, we may (but have no obligation to) modify such refund policy to meet these minimum requirements. Such modification may take the form of prospectively making changes to your posted refund policy on the applicable event page or retroactively applying such changes at the time of a dispute, chargeback and/or refund request.

1.2 Specified Refunds.

(a) Your refunds policy must provide for refunds in the following situations:

- the event is canceled or otherwise not fully performed; or
- the event is postponed and not rescheduled within 90 days of the postponement.

The refunds described in Section 1.2(a) must be initiated by you. In the event we make such refunds on your behalf, we may use funds in your account, from related or unrelated events or otherwise, or invoice you directly, to fund these refunds.

(b) Regardless of your posted refunds policy, you are required to respond to all refund requests within five (5) business days and to issue refunds to ticket buyers in the following additional circumstances:

- an event for which we determine there is a failure to provide the advertised goods and services, including our determination that the main advertised experience or component of your event is not otherwise delivered;
- the event description presented to a Consumer at time of purchase is significantly different from the actual event;
- attendees are unable to attend the event due to your failure to adequately plan for capacity, ingress or egress, or attendance will otherwise subject the Consumer to safety concerns;
- attendees are unable to access your event's venue;
- the refund request is eligible for a refund, per your posted refund policy; or
- you issue an event credit for use during a redemption period and fail to complete an event for which the credit is eligible during such redemption period.

The refunds described in Section 1.2(b) must be initiated by you. However, as a limited payments agent, we are permitted, but not obligated, to make such refunds on your behalf in the event you fail to do so. We may use funds in your account, from related or unrelated events or otherwise, or invoice you directly, to fund these refunds.

(c) Additionally, in the event we determine a refund is warranted in the following situations, we may, but are not obligated to, issue those refunds on your behalf, using funds in your account, from related or unrelated events or otherwise, or by invoicing you directly:

- you specifically authorize the refunds;
- you fail to respond to a refund request by either refunding or denying the request within five (5) business days;
- we determine that specific orders should be refunded under your posted refund policy;
- we determine that your event violates our Terms of Service or Community Guidelines;
- we believe that the refund is required by applicable local, state, provincial, national or other law, rule or regulation or the Payment Scheme Rules;

- we determine that the refund request, if not granted, will lead to a Chargeback that we are more likely than not to lose;
- you fail to list a refund policy on the applicable event page and we determine that a refund would be reasonable under the circumstances;
- you fail to honor a credit or accommodation;
- we determine that specific orders are fraudulent (e.g., made with stolen credit cards or otherwise not bona fide transactions);
- we determine that the order is a duplicate;
- we determine that you have engaged in any fraudulent activity or made any misrepresentations;
- we determine that there is substantial risk of your nonperformance with respect to the applicable event or future events;
- we determine that you or we are likely to receive complaints, refund requests, transaction reversals and/or Chargebacks with respect to a substantial amount of orders;
- we determine that you are a Prohibited Merchant, have used the Services to process Prohibited Transactions or to manage Prohibited Events; or
- we determine that failing to make the refunds would otherwise expose us to legal liability.

The refunds described in this Section 1.2(c) may be initiated by us. However, you remain solely responsible for all refund obligations, and you must reimburse us in accordance with the Merchant Agreement and these Organizer Refund Policy Requirements for any refunds that we make on your behalf.

All refunds described in Section 1.2(a), Section 1.2(b), and Section 1.2(c) shall collectively be referred to as "Specified Refunds."

2. No Insurance or Guarantee

These Organizer Refund Policy Requirements do not create an obligation for JADEvents to make refunds in connection with the circumstances described herein, or otherwise, nor does it create an obligation for JADEvents to refund Event Proceeds or JADEvents Fees. All determinations by us with respect to these Organizer Refund Policy Requirements, including without limitation the orders to be refunded and the size of any refund, may be made in our sole discretion and shall be final and binding on both you and your Consumers. These Organizer Refund Policy Requirements are not

intended to be and do not constitute an offer to insure the performance of or to guarantee the performance of any Organizer and are not a guarantee that refunds will be issued in any given situation.