

# JADEvents Merchant Agreement

Last Updated: June 8, 2023. For an overview of JADEvents' various legal terms and policies, click [[Legal Terms and Policies Home Page](#)]

## Merchant Agreement

This Merchant Agreement and the rights and obligations contained in it are in addition to and are incorporated into the [JADEvents Terms of Service](#) ("Terms of Service"). Nothing in this Merchant Agreement will be interpreted to limit, change, or waive any terms of the Terms of Service or our [Privacy Policy](#). However, if there is any inconsistency between the Terms of Service and this Merchant Agreement, this Merchant Agreement will control.

Capitalized terms that are not defined in this Merchant Agreement have the definition provided in the Terms of Service. In addition, the headings and subheadings throughout this Merchant Agreement, including the italicized text following each, are for convenience only and will not restrict or affect any provisions, and are not legal guidance. When we say JADEvents "may," has the right, is permitted, is authorized, or is allowed to do something in this Merchant Agreement, it means we may, but are not obligated to, exercise the applicable rights or options or take the applicable action, as we determine in our sole discretion. Any determinations, decisions, or beliefs by us under this Merchant Agreement may be made by us in our sole discretion. As used in this Merchant Agreement, "including" means "including, but not limited to." When this Merchant Agreement says that you "will" take an action, this means that you are agreeing to take the action and that you must take that action.

Please read this entire Merchant Agreement and our Terms of Service thoroughly, as they may affect your rights. This Merchant Agreement contains important information regarding payments, refunds, and restricted events, and the Terms of Service contain provisions for dispute resolution, including binding arbitration and a class action waiver, that apply to this Merchant Agreement.

## 1. Who We Are.

### 1.1 About Us. *Welcome to JADEvents! We're glad you're here!*

We're a ticketing and registration platform. Through our platform, mobile apps, and other services, we enable persons to create, discover, share, and register for events.

JADEvents is a trade name for Genesis Innovation Management Inc, a St. Kitts and Nevis private limited liability company with its principal place of business at 1 Fern Street, Greenlands, Basseterre, St. Kitts (St. Kitts and Nevis), Reg. No. 004620 ("JADEvents," "we," "us," or "our"). When this Merchant Agreement mentions "JADEvents," "we," "us," or "our," it refers to Genesis Innovation Management

Inc. and its Affiliates (defined in the Terms of Service) and subsidiaries, and each of its and their respective officers, directors, agents, partners, and employees.

## **1.2 JADEvents Services. *Here's a summary of our services.***

1. *Ticketing Services*: We provide you and other Organizers a platform to sell tickets, registrations and other items, and receive payments for your events (the **"Ticketing Services"**).
2. *Marketing and Operational Services*: You may from time to time request additional services or products from us including onboarding support, account management, and marketing and promotion services such as JADEvents Ads and JADEvents Boost (collectively, **"Marketing and Operational Services"**). All Marketing and Operational Services will be provided as we determine and will be subject to the Terms of Service, this Merchant Agreement, and any separate written agreement we determine is necessary. In the event of a conflict between the separate written agreement and this Merchant Agreement, the Merchant Agreement will control. We may charge at the time of your purchase of the Marketing and Operational Services, or we may invoice you after your purchase. All invoices for Marketing and Operational Services are due and payable upon delivery of the invoice unless otherwise indicated on the invoice.
3. *Organizer Services*: When **"Organizer Services"** is used in this Merchant Agreement, it means both the Ticketing Services and the Marketing and Operational Services. For clarity, Organizer Services, among other types of Services, are included in the meaning of **"Services"** under the Terms of Service.

## **2. Our Merchant Agreement.**

### **2.1 Purpose and Scope. *This is what you are agreeing to.***

This Merchant Agreement sets the terms and conditions for your use of the Organizer Services. Users of our Organizer Services may be collectively referred to in this Merchant Agreement as **"you"** or **"your."**

By using the Organizer Services or registering as an Organizer, you are agreeing to the terms and conditions of this Merchant Agreement, the Terms of Service, and our Privacy Policy, without modification, and entering into a binding contract with us that governs our Organizer Services and your use of the Organizer Services. Do not use the Organizer Services or register as an Organizer if you do not agree to the terms and conditions of this Merchant Agreement, the Terms of Service, or our Privacy Policy.

## **3. Eligibility for Organizer Services.**

### **3.1 Eligibility. *Please make sure you're eligible before using our Organizer Services.***

To use the Organizer Services, you must: (a) have the authority to enter into this Merchant Agreement on your own behalf or on behalf of the entity using the Organizer Services; (b) comply with our Terms of Service and all applicable laws; and (c) any other required third-party agreement, if applicable.

All information you submit must be truthful, accurate, and complete, and you must promptly notify us of any changes.

We can approve or deny your registration for the Organizer Services, limit, suspend, or terminate your access to the Organizer Services, and/or place transactional limits on payouts at any time, for any reason, with or without notice. We can also change these eligibility requirements at any time.

### **3.2 Additional Registration Data. *We may need some additional information from you.***

After registering for the Organizer Services, we may require you to provide additional information about yourself, the entity you represent (if any), and the principals/beneficial owners of the entity you represent (if any) (collectively, "**Additional Registration Data**"). As an example, Additional Registration Data may include current address, doing business as (DBA) names, description of products, website address, bank account or other payment account information, tax identification numbers, date of birth, passport or drivers license number, country of origin, copies of government identification documents, and other personal information.

We may use this information to verify your identity, the validity and/or legality of your transactions, and/or whether you qualify to use the Organizer Services. You must: (a) promptly provide accurate and complete information and (b) regularly and quickly update this information to make sure it remains accurate and complete.

### **3.3 Disclosure Authorization. *We may need to share your information with third parties who help us provide services to you.***

We may share Registration Data, Additional Registration Data, and information about events and use of the Services with our Payment Processor Partners, the Card Schemes and Alternative Payment Frameworks (as each are defined below), and with your bank or other financial institution, if the Services involve these third parties. You also authorize us to verify your Registration Data and Additional Registration Data, and conduct due diligence on you through third parties, including third-party credit reporting agencies.

### **3.4 Failure to Provide. *Be sure to provide us with all information that we request so you don't lose access to our services or your payouts.***

You are not entitled to receive any payments from tickets, registrations, or other items sold from us or our Payment Processor Partners unless and until you provide full and accurate Registration Data and Additional Registration Data. We reserve the right to suspend or terminate your JADEvents account and/or your access to the Organizer Services, and to withhold any payments otherwise due to you, if we believe that your Registration Data or Additional Registration Data is inaccurate or incomplete.

### **3.5 Prohibited Merchants; Prohibited Events; Prohibited Transactions. We can't do business with certain people and entities.**

1. *Prohibited Merchants.* By registering for the Organizer Services and accepting this Merchant Agreement, you represent and warrant that:
  1. you are not located in, and you are not a national or resident of, any country for which the United States, United Kingdom, European Union, Australia or Canada has embargoed goods and/or services similar to our Services ("**Restricted Countries**");
  2. you are not a person or entity or under the control of or affiliated with a person or entity that:
    1. appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List;
    2. appears on the U.S. Department of State's Terrorist Exclusion List;
    3. appears on the Bureau of Industry and Security's Denied Persons List;
    4. appears on the Consolidated List of Targets published by the U.K. HM Treasury;
    5. appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade; or
    6. is subject to sanctions in any other country; and
  3. you are not listed in the MasterCard MATCH terminated merchant database or Visa terminated merchant file and your right to access each Card Scheme and each Alternative Payment Framework is not revoked or suspended.

If we determine that you fall into any of the categories above, you are a "**Prohibited Merchant.**"

1. *Prohibited Events.* You may not post events to the JADEvents Properties or engage in activities through the Organizer Services that:
  1. violate or help violate any applicable local, state, provincial, national or other law, rule or regulation;
  2. are prohibited under the Payment Scheme Rules;
  3. contain any Content that violate the Terms of Service or the [JADEvents Community Guidelines](#); or
  4. take place in Restricted Countries or restricted regions, which include (but are not limited to) Iran, North Korea, Syria, Crimea, Donetsk People's Republic, and Luhansk People's Republic. Also, you must have our prior written approval to post events in Cuba or Russia because additional licensing requirements may apply.

If we determine that an event falls into any of the categories above, it is a "**Prohibited Event.**"

1. *Prohibited Transactions.* You may not process any of the following transactions, and you represent and warrant that you will not submit for processing any of the following:
  1. any transaction that violates or is considered "high risk" (or another restricted category) by the Payment Scheme Rules, including any transaction involving certain adult content or activities, illegal goods or services (including cannabis), paraphernalia associated with any illegal goods or service, crypto-currency purchases, raffles, sweepstakes, or gambling;
  2. any fraudulent or criminal transaction;
  3. any transaction that would be a "restricted transaction" as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG; or
  4. any transaction that is unrelated to your events on the JADEvents Properties. For clarity, our payment processing services may only be used for the purchase of tickets or registrations for your events on the JADEvents Properties, or to sell items or solicit donations directly related to such events.

If we determine that a transaction falls into any of the categories above, it is a "**Prohibited Transaction.**"

## **4. Suspension and Termination of Organizer Services; Survival of Obligations.**

### **4.1 Suspension and Termination. *Here are reasons why we might need to suspend or terminate your access to the Organizer Services.***

We may suspend or terminate your and your Affiliates' ability to participate on the JADEvents Properties as an Organizer and/or to receive payments at any time and for any reason, including if:

1. you become ineligible for the Services or violate any provision of this Merchant Agreement, the Terms of Service, or any other JADEvents policy applicable to you;
2. you or any of your affiliates do not make payments owed to us on time;
3. our Payment Processor Partners or Card Schemes refuse to facilitate payments to you or to engage in services involving you;
4. we are served with legal process seeking to attach or garnish any of your funds or property in our possession;
5. we learn that you have granted a right to assignment of payments to any party, for any reason; or
6. you are a Prohibited Merchant, have organized Prohibited Events, and/or process or submit Prohibited Transactions.

### **4.2 Organizer Termination. *You can delete your account, but you'll still be bound by your agreements with us.***

You may stop participating as an Organizer at any time by deleting your account in accordance with the Terms of Service. If you delete your account, you are still bound by this Merchant Agreement and any other JADEvents policy that applies to you, as well as any other written agreement you may have with us.

### **4.3 Effect of Termination. *Let's make sure we each have what we're owed.***

If either party terminates this Merchant Agreement, we (through our Payment Processor Partners) will, within a reasonable time, pay any amounts owed to you, as long as the payments are permitted by applicable laws, regulations, and orders. We may hold funds we owe you, pursuant to Section 6.2 "Deductions, Setoffs, and Reserves," to make sure that there are no Chargebacks, refunds, credits, balances owed to us, or other deductions that should be made from the funds we owe you. We will otherwise have no further payment obligations to you.

#### **4.4 Continued Obligations. *Some terms will still be effective even after termination.***

All provisions of this Merchant Agreement that by their nature should survive termination of this Merchant Agreement will survive (including your obligations related to refunds, payments, and Chargebacks [defined below]).

## **5. Payment Processing.**

### **5.1 Payment Processor Partners. *We partner with third-party payment processors to facilitate your transactions.***

As part of the Organizer Services, we provide tools to help you sell tickets, registrations, and other items to Consumers interested in your events. To facilitate payments for you, we partner with third-party payment processors and/or merchant acquirers ("**Payment Processor Partners**").

You and we are subject to the rules and regulations of our Payment Processor Partners. In certain cases, you may be required to enter into separate agreements with our partners ("**Payment Processor Agreements**") to receive payments.

When you agree to this Merchant Agreement or continue to operate as an Organizer on JADEvents, you also agree to the related agreement with our payment processor relevant to your event. For us to enable payment processing services through any of our payment processors, you must provide us accurate and complete information about you and your business, and you authorize us to share it and transaction information with the payment processor(s).

### **5.2 JADEvents Payment Processing. *This is the payment processing method that most Organizers on our platform will use to collect proceeds for tickets or registrations they sell to Consumers.***

1. EPP.

*Here's an overview of JADEvents Payment Processing.*

When you use JADEvents Payment Processing ("JADEvents Payment Processing" or "EPP"), we act as your limited payments agent to facilitate payment transactions on your behalf using our Payment Processor Partners. As a limited agent, we process the total value of tickets, registrations, and other items purchased by Consumers for your events ("Event Proceeds"). In return, in addition to other applicable JADEvents Fees, you will pay us the JADEvents Payment Processing fee (the "JADEvents Payment Processing Fee") for each ticket, registration or other item sold or donation solicited, for facilitating the transaction.

1. Payouts.

*This is when EPP users can expect to be paid.*

No later than five (5) business days after the conclusion of the event, Organizers who use EPP will receive the Event Proceeds, less Fees and Taxes, and Other Deductions and Setoffs (defined below), if applicable. At that time, our Payment Processor Partners will facilitate the payout to your preferred payout method. We will not be liable for delayed, rejected, or missed payouts that occur from the delay, failure, or contractual breach by you, a Payment Processor Partner or any other third-party provider.

If you would like to receive payouts sooner (before your event concludes), see Section 7.1 "Scheduled Payouts" for more information.

1. *Payout Methods. These are the ways in which EPP users can receive payouts.*

1. *Acceptable Payout Methods.*

EPP users can receive payouts in several ways, including: (1) ACH to a bank account in their name, and (2) by Cheque made out to them to an address in the OECS. In addition, our Payment Processor Partners may allow you to accept payments from card based payment networks, such as Visa®, MasterCard®, American Express®, and Discover® (collectively, the "**Card Schemes**"), and non-card based payment networks such as direct debit and other alternative forms of payment (the "**Alternative Payment Frameworks**").

2. *Cheques.* If we issue you a Cheque, you are responsible for maintaining security and control over it, and you must notify us within 24 hours of learning that the Cheque was lost, stolen or fraudulently obtained. Additionally:

1. You (not we) are responsible for all losses if a Cheque we issue to you is lost, stolen or otherwise fraudulently or erroneously obtained.
2. We are entitled to pay any Cheque issued to you, regardless of who presents the Cheque for payment and whether it is lost, stolen or otherwise fraudulently or erroneously obtained or presented.
3. You will reimburse us for all claims, losses, costs, and damages we incur regarding any Cheque issued to you, including the issued Cheque being cashed or deposited more than once as a duplicate payment.

3. *False or Incorrect Information.*

We and our Payment Processor Partners rely on the information you provide to facilitate payment transactions on your behalf. If any account or card details that you provide to us or our Payment Processor Partners are incorrect, you must reimburse, indemnify, and hold us and our Payment Processor Partners harmless for any losses or expenses incurred by us relying on the incorrect information.

2. Transaction Limits.

*We may need to set transaction limits for security reasons.*

For risk management, security, or to meet our Payment Processor Partners' requirements, we may, from time to time, determine to impose a transaction limit on the amount of any given transaction that you process through EPP, and you authorize us to reject any transaction over that limit.

1. Currencies.

*We only handle certain currencies and do not provide currency conversion services.*

We only provide EPP for Eastern Caribbean Dollars (XCD) and for Organizers in located in the OECS. In addition, Event Proceeds collected in a currency may only be paid out to you in the currency in which they are collected. We do not provide currency conversion services.

### **5.3 Chargebacks and Reversals. *You are responsible for credit card chargebacks and other transaction reversals in connection with your events.***

Credit card chargebacks and transaction reversals (collectively, "**Chargebacks**") can occur, including when a Consumer disputes a transaction with a Card Scheme or Alternative Payment Framework. As an Organizer, you are responsible for paying and reimbursing us promptly and fully for any Chargebacks in connection with your Event Proceeds or other payments and for all related credit card association, payment processing, re-presentment, penalty and other fees (together with Chargebacks, "Chargeback Costs") that we, our Payment Processor Partners, or any of our other partners incur in connection with your Chargebacks.

As your agent, we will use commercially reasonable efforts to manage and dispute Chargebacks on your behalf. You authorize us to do so, and you will cooperate in the Chargebacks re-presentment process.

However, we have no obligation to dispute or represent any Chargebacks that:

1. we determine we are more likely than not to lose;
2. should be refunded in accordance with your event refund policy; or

3. should be refunded in accordance with Section 8.3 "Specified Refunds."

The Payment Scheme Rules (defined below) provide discretion to the Card Schemes and Alternative Payment Frameworks in managing Chargebacks, and if we lose a Chargeback dispute initiated on your behalf, you are still required to reimburse us.

#### **5.4 Payment Scheme Rules. *You must always comply with the rules of the payment networks that you use.***

You must comply with the rules and regulations published by the Card Schemes and Alternative Payment Frameworks (collectively, the "**Payment Scheme Rules**"). Depending on the payment methods that you use with EPP, you may be subject to different Payment Scheme Rules.

The Payment Scheme Rules require, among other things, that you 1) submit only bona fide transactions, 2) limit how you use Card Scheme logos and trademarks and 3) authorize the Card Scheme and its affiliates to use your name, address and URL to show that you participate in the Card Scheme.

The Payment Scheme Rules are publicly available for you to review and may change from time to time. We may also be required to update this Merchant Agreement to reflect changes to the Payment Scheme Rules.

#### **5.5 Commercial Entity Agreements. *If your card-based transactions are large enough, we may require you to enter into an additional agreement.***

You may be required to enter into an additional agreement directly with one of our Payment Processor Partners or with the applicable Card Scheme. Typically, this happens if your transactions exceed one hundred thousand dollars (\$100,000) with a particular Card Scheme on an annual basis in a given geography. If we believe that your account is likely to be subject to this additional requirement, we will provide you with a "**Commercial Entity Agreement**" to which you must agree to continue receiving payouts. If you fail to accept that Commercial Entity Agreement, we may suspend or terminate your account.

Except for any Commercial Entity Agreement applicable to you, and notwithstanding any Payment Processor Agreement you may have entered into with our partners or a Card Scheme, you are not a direct party to any agreement between JADEvents or any of its Affiliates and any Payment Processor Partner, Card Scheme or Alternative Payment Framework, nor are you a third party beneficiary of any such agreement.

#### **5.6 Roles and Relationships. *When a Consumer makes payment to our payment processors, you must treat the Consumer as if they paid you directly.***

1. *Our Role.*

We do not and will not provide you with banking, deposit taking, stored value, insurance or any other financial services other than, if you elect EPP, serving as a limited payments agent as described above. Although we may show you a balance of Event Proceeds in your JADEvents account, that balance merely reflects the Event Proceeds collected by our Payment Processor Partners (if using EPP). This information does not constitute a deposit or other obligation of JADEvents or any Payment Processor Partners to you and is provided for reporting and informational purposes only. You are not entitled to, and have no ownership or other rights in the balance displayed, until applicable funds are paid out to you in accordance with this Merchant Agreement. You are not entitled to any interest or other compensation associated with such funds pending payout.

2. Your Obligations to Consumers. When a Consumer makes a payment (e.g., when they purchase a ticket for an event) and that payment is then processed by one of our Payment Processor Partners, you will treat it the same as if the Consumer paid you directly. This means that you will sell or provide the Consumer all advertised goods and services as if you had received the Event Proceeds directly from the Consumer, regardless of whether you have received or ever receive the Event Proceeds.

We, acting as your agent, are authorized to:

1. hold, retain and pay out Event Proceeds to you using our Payment Processor Partners;
2. transfer or upgrade a Consumer's ticket or registration (if those transfers are permitted by you in your event registration process);
3. issue refunds to Consumers as set forth in this Merchant Agreement, and any other Payment Processor Agreement;
4. manage and dispute Chargebacks; and
5. delegate our obligations to certain of our affiliated entities and/or partners within and outside the Federation of St. Kitts and Nevis, provided that we remain liable to fulfill our obligations under this Merchant Agreement.

We are not liable for any of your acts or omissions, and any obligation to pay you is conditional on you complying with this Merchant Agreement, the Terms of Service, and Consumers' actual payment of Event Proceeds.

**5.7 Confirmations. *You will honor confirmed orders placed by Consumers through JADEvents.***

When an order is placed by a Consumer and confirmed through JADEvents, we generate a confirmation message and issue a unique confirmation number. You must accept, honor and fulfill all ticketing, registration, merchandise and donation commitments that have been confirmed through the Services. It is your responsibility to verify a Consumer's confirmation number and/or any event restrictions prior to the applicable event.

### **5.8 Escheatment. *You could lose rights to your payouts if your payment method on file is not accurate or updated.***

Payouts will automatically be made to your payment method on file. If, for some reason, we cannot make a payout to that payment method and you fail to provide an updated, approved payout method for a period of time as set forth in applicable unclaimed property laws (e.g., escheatment), we will escheat the amount, after due notice, to the applicable government authority in accordance with applicable laws.

## **6. Fees, Deductions, and Reserves.**

### **6.1 Fees. *Here's an overview of the fees we charge, which will be deducted from your sales.***

1. Fees and Taxes.

*You are responsible for all fees and taxes arising from your use of our Organizer Services.*

You are solely responsible for setting prices for tickets, registrations, and other items for your events. You must pay us all applicable fees for the Organizer Services (the “**JADEvents Fees**”), including transactional service fees and payment processing fees for the Ticketing Services and charged or invoiced fees for the Marketing and Operational Services. You are solely responsible for any and all payment processing fees, including the JADEvents Payment Processing Fee (if applicable), credit card fees, applicable Taxes (described in Section 9 “Taxes”), and any other amounts due to any other party arising from the Organizer Services (collectively with JADEvents Fees, “**Fees and Taxes**”). Fees and Taxes vary by jurisdiction and currency. Current JADEvents Fees and payment processing fees can be found in our Help Center on our [Pricing page](#), with additional explanation on our [Processing Payments for Your Ticket Sales page](#) and our [JADEvents Fees page](#). Fees and Taxes may change from time to time with respect to transactions that occur following the change. Although we may allow you in certain circumstances to pass on all or a portion of Fees and Taxes to be paid by your Consumers on your behalf as part of the event transaction, you remain ultimately responsible for all Fees and Taxes, and we reserve the right to revoke or modify this option in whole or in part at any time.

We may also charge you, at standard and reasonable rates, for (i) research costs and/or legal fees that we incur in order to respond to any third party or government subpoena, levy or garnishment on

your account; and (ii) research and activities that are necessary for us to verify and execute any change of payee (collectively, “**Research Fees**”).

1. Consumer Fees.

*We may charge additional fees to Consumers. You cannot preference one form of payment over another without our approval.*

We may charge various fees to Consumers, separately from JADEvents Fees, that are not passed on to you, related to ticket, registration, and other item sales, processing, handling, and/or access to various JADEvents content and services (“**Consumer Fees**”). In the event we charge Consumer Fees, we determine how to set and assess Consumer Fees and the refund policy applicable to Consumer Fees. We are not required to disclose Consumer Fees to you, and we may change Consumer Fees at any time.

***Unless we agree otherwise, you must not preference one form or method of payment over another, and you must not charge Consumers additional fees or other amounts in connection with one payment method where you do not charge Consumers those fees or other amounts for all payment methods.***

1. Delays and Omissions.

*We strive to inform you in a timely manner of amounts due, but our failure to do so will not relieve you of your payment obligations.*

If we fail to send a timely invoice, you are still responsible for your payment obligations. If we omit in a statement or invoice a payment that you owe to us or any third party, it will not constitute a waiver of the right to that payment. You will still owe that payment and we may include it in a subsequent statement or invoice.

## **6.2 Deductions, Setoffs, and Reserves. We have the right to reserve and/or offset payout amounts in certain situations.**

1. Deductions and Setoffs. *We may deduct or withhold amounts that you owe.*

1. Without limiting Section 6.1 above, we will deduct the following from the Event Proceeds:

1. JADEvents Fees;
2. billing and payments costs and all costs associated with transactions, which may include processing charges and bank fees;
3. all applicable Taxes; and

4. amounts for returns, refunds, Chargeback Costs, discounts, and credits.

You will only be entitled to payments of the amount of your sales after these deductions have been made. Additionally, we may deduct all other deductions authorized under this Merchant Agreement and we may set off for any debts, fees, or other amounts that you or any of your Affiliates owe to us under this Merchant Agreement or any other agreement between or among you and/or any of your Affiliates and us and/or any of our Affiliates ("**Affiliated Agreement**"), including Chargeback Costs, refunds, JADEvents Fees for Marketing and Operational Services, Research Fees, reserves, and customer complaints ("**Other Deductions and Setoffs**"). We are not liable to you for any claims resulting from our decision to make Other Deductions and Setoffs.

1. For clarity, we may exercise our setoff rights against payouts related or unrelated to the amount owed. If the exercise of our setoff right does not fully cover the amount of funds that you or any of your Affiliates owe to us under this Merchant Agreement or any Affiliated Agreement, then that amount of funds will be deemed due and owing to us until you have fully satisfied the amount and, in this case, we may collect the amount pursuant to Section 11 "Non-Exclusive Remedies and Collections."
2. We may also block, reject, freeze, or turn over to law enforcement agencies any portion of payments involving the JADEvents Properties that are made to you, owed by you, or otherwise involve you as permitted and/or required by applicable laws and regulations.
3. Reserves.

*We can retain payout amounts for anticipated refunds and similar disputes.*

4. We reserve the right to retain all or a certain percentage of Event Proceeds and any other fees for Services that we provide to you or any of your Affiliates (with such percentage being determined by us) to fund a reserve:
  1. at any time we determine is necessary based upon the level (or expected level) of refunds, disputed charges, Chargebacks, customer complaints, allegations of fraud, or changes in your credit profile or the relevant event(s)' risk profile(s); and
  2. as otherwise necessary to secure the performance of your or any of your Affiliates' obligations under this Merchant Agreement or any Affiliated Agreement, or to protect us against illegal, fraudulent, or improper activity.
5. Our right to hold a reserve will continue following the completion of your applicable event(s) and until either:

1. you and your Affiliates have discharged all obligations under this Merchant Agreement and any Affiliated Agreement and the applicable periods for refunds, disputed charges, Chargebacks, and complaints have passed; or
  2. you and your Affiliates have otherwise provided us with adequate security (as determined by us) for your and your Affiliates' obligations under this Merchant Agreement and any other Affiliated Agreement, whether matured or unmatured, contingent or non-contingent, or liquidated or unliquidated.
6. We may use any amounts that we hold in reserve to set-off amounts that you or your Affiliates owe us, as detailed above in Section 6.2(a).

## 7. Payouts Before Your Event.

### 7.1 Scheduled Payouts. *If we pay you before your event occurs, we can recover those amounts when needed.*

1. *Authorization of Scheduled Payouts.*

You do not earn Event Proceeds for a given event until that event has concluded. We may authorize an advance of a portion of Event Proceeds to you using EPP ("**Scheduled Payouts**," also referred to in certain contexts as "**Early Settlements of Sales**" or "**Advanced Payouts [APO]**"). Scheduled Payouts are not available if you use FPP. Except for Scheduled Payouts, we will not pay you any Event Proceeds for a given event before the event is successfully completed.

2. *Scheduled Payout Terms.* Any Scheduled Payouts are merely advances of amounts that you may earn at a later date. If we agree to advance you Scheduled Payouts, we may apply a maximum aggregate cap on Scheduled Payouts and withhold a certain amount of Event Proceeds to fund a reserve. We may at any time (i) terminate or suspend your right to receive Scheduled Payouts; and/or (ii) alter the terms (i.e., frequency, reserve rate, and maximum aggregate cap) of the Scheduled Payouts.

3. *Recovery of Scheduled Payouts by JADEvents.*

We may demand back any portion of Scheduled Payouts, for any reason, prior to the conclusion of your event and settlement of all risk of refunds and Chargebacks. Upon receipt of notice of a demand for repayment of any portion of a Scheduled Payout, you must promptly comply with the demand. We have the right to have our Payment Processor Partners withhold funds per Section 6.2 "Deductions, Setoffs, and Reserves" and Section 11 "Non-Exclusive Remedies and Collections." You also accept your obligations under Section 5.4 "Chargebacks

and Reversals” and Section 8 “Refunds,” including your obligations to reimburse us for refunds and Chargeback Costs.

## **7.2 Cancellations; Nonperformance. *You are not entitled to payments in connection with canceled events.***

We and our Payment Processor Partners are not required to make payments to you for any event that has been, or we believe is at risk of being, a Canceled Event (as defined in Section 8.3 “Specified Refunds”). If we choose to issue full or partial payment to you for a Canceled Event, you will be fully responsible for refund requests and Chargeback Costs.

## **8. Refunds.**

### **8.1 Handling Refunds, Disputes, and Fake Tickets. *It is your obligation to handle refunds and settle refund disputes. We are not responsible for fake tickets.***

All sales are ultimately made by you, and the Consumers are your customers. You are responsible for the funding and processing of refunds. Regardless of what payment method is selected, all disputes regarding refunds are between you and your Consumers. In the event of a dispute, we may try to mediate, but ultimately it is your obligation to settle the dispute. For EPP transactions, we still have the right to make Specified Refunds (defined in the [Organizer Refund Policy Requirements](#)) on your behalf.

Further, you are the only one responsible for making sure that your events are ticketed correctly, and that only valid tickets are accepted. We are not responsible for any fake or invalid tickets, or any costs associated with your decision to accept or reject tickets.

### **8.2 Refund Policy. *You must have a refund policy that complies with our Organizer Refund Policy Requirements.***

You must set a refund policy and communicate it to Consumers for each event. You must make sure that your refund policy complies with the [Organizer Refund Policy Requirements](#), which are incorporated into this Merchant Agreement. You must apply your refund policy in compliance with those Requirements and this Merchant Agreement.

### **8.3 Specified Refunds. *Even if you have a “no refunds” policy, sometimes we have to make an exception.***

Even if you post a “no refunds” policy, you are required to make refunds in accordance with our [Organizer Refund Policy Requirements](#). As a limited payments agent, we are permitted to make Specified Refunds on your behalf. We may use funds in your account, from related or unrelated events or otherwise, to make Specified Refunds.

#### **8.4 Reimbursement by You. *You owe us for the refunds we make to your Consumers.***

1. You must promptly and fully reimburse us upon demand for refunds, including Specified Refunds, that we make to your Consumers, except to the extent that the necessity for such refunds is caused by our negligence or willful misconduct. If you received Scheduled Payouts for an event that is subject to Specified Refunds, you must promptly refund to a payment address designated by us all of the advanced payments so that we can issue refunds.
2. Chargebacks will result in losses to us in excess of the amount of the underlying transaction. By refunding transactions in advance of a Chargeback, we are mitigating Chargeback losses and/or our damages from your breach of this Merchant Agreement, and you are still obligated to reimburse us for these refunds.
3. If you do not remit funds to us that are sufficient to cover Specified Refunds, then the amount of such funds shortfall will become due and owing from you to us until you have satisfied the amount in full and such amounts are also subject to the provisions of Section 6.2 "Deductions, Setoffs, and Reserves" and Section 11 "Non-Exclusive Remedies and Collections." As a reminder, JADEvents has offset rights that we can apply to payouts for related and unrelated events to recover the amounts you owe.

#### **8.5 JADEvents Fees. *JADEvents Fees are typically nonrefundable.***

1. We have the right to decline to refund JADEvents Fees. If we decline to refund JADEvents Fees to your Consumer(s), we may give you the option to cover that part of the refund yourself.
2. In certain cases, we may determine to refund all or a portion of JADEvents Fees as part of a refund transaction. In that case, we have the right to require you to reimburse us for the refunded JADEvents Fees.
3. Our policies about refunds of JADEvents Fees may evolve over time.

#### **8.6 Process for Refunds. *Refunds must follow the process below.***

1. *Refunds Are Your Responsibility.*

Even though features of our Services may enable you to process refunds through the JADEvents Properties, you have sole responsibility for all refunds to Consumers associated with your event.

2. *Initiating Refunds.*

Refunds for both EPP and FPP transactions must be initiated through JADEvents. Refunds for EPP transactions must be processed through JADEvents.

3. *Primary Refund Sources.*

You will issue refunds to Consumers either by using backup funding sources within the JADEvents Properties (including adding funds to the event balance or using your credit card) or remitting funds due for refunds back to us so that we can process refunds on your behalf.

4. *Alternative Refund Sources.*

If we are unable to process a refund on your behalf for any reason (for example, the Consumer's payment card account cannot accept the refund), we will not process the refund through the JADEvents Properties and you will have sole responsibility for meeting your refund obligations under this Merchant Agreement and your refund policy. In such cases, you may refund through cash or Cheque or through a method described in subsection (m), below.

5. *Payment Processing Deadlines for Refunds; Manual Refunds.*

For EPP transactions, you refund Consumers directly through the Services within certain windows permitted by our Payment Processor Partners. If the refund is outside such windows, then it will need to be processed manually by us or by you. We may determine to not process any refunds that are manual, in which case you must process them directly.

6. *Our Deadlines for Refunds.*

We reserve the right to set a time period for receiving refund requests for specified reasons. After that time period, we can decline to process refund requests through the JADEvents Properties. We may allow you to refuse refunds for a Canceled Event or other specified reason when the refund requests are received after that period; however, you are still responsible for all Chargeback Costs and refund disputes.

7. *No Offline Refunds.*

Unless otherwise instructed by us, no refunds will be made outside of the JADEvents platform (e.g. offline).

8. *No Misuse of Refunds.*

EPP refund transactions may only be used for bona fide event refunds, and not for other activity such as money transfers, including cash advance transactions.

9. *Refunds Processed by JADEvents.*

If you choose to remit funds back to us so that we can process refunds on your behalf, to the extent we are able to do so, you must remit funds to us that are sufficient to cover refunds due to Consumers within 5 days of the event cancelation, event nonperformance, or the other reason for the Specified Refunds.

10. *Notification to Consumers.*

You must notify Consumers through the JADEvents Emails to Attendees tool of the event cancelation or nonperformance as soon as reasonably possible and prior to the event start time.

11. *Consumer Contact.*

You will be the main point of contact for Consumers with refund requests, and you will instruct the Consumers to not contact us with refund requests. Unless you have a No Refunds policy, you will allow Consumers to request a refund through the JADEvents platform in accordance with the policy you select. If you cannot enable refund requests through the JADEvents platform because you have a No Refunds policy, then in the event that circumstances necessitate providing refunds (e.g. Specified Refunds), you will provide clear instructions and accurate contact information to Consumers so that Consumers can make refund requests. Per JADEvents's [Organizer Refund Requirements](#), you will respond to all refund requests within a maximum of 5 business days.

12. *Multi-Day Events.*

If you perform only part of a multi-day event, then you must refund a pro-rata portion of the purchase price of each multi-day ticket based on the portion of the multi-day event that was canceled or not performed. For example, if you sell a 3-day ticket to a festival for \$150, and cancel 1 day of the festival, you must provide a \$50 refund to Consumers for the canceled day.

13. *Credits and Alternative Accommodations.*

If you are offering Consumers a credit or other accommodation to “make good” on your obligations instead of a purchase price refund and/or in the event of an inability to complete a purchase price refund, then (A) such credit or other accommodation must be of equal or greater value to the value of the ticket for the event, and (B) such value and all terms applicable to such credit or other accommodation (including the period in which such credit or other accommodation must be used, if such limitations are permitted by applicable law) must be clearly communicated to the Consumers. You are solely responsible for issuing any credit or other accommodation. You are solely responsible for

compliance with all applicable local, state, provincial, national and other laws, rules and regulations. You will be fully liable for the Chargeback Costs even if a credit, accommodation, or "other make good" refund is given and/or even if it is provided because a purchase price refund could not be completed. If you fail for any reason to honor a credit or other accommodation, including by failing to hold the related event(s), we may exercise all rights under this Merchant Agreement, including the right to issue refunds to impacted Consumer(s) (to the extent we are able to do so) and to collect such sums directly from you.

#### 14. *Credits when Using EPP.*

This subsection applies to credits offered to Consumers who purchased through EPP transactions. Any funds associated with a credit that is usable only for your future events will be processed by us in the same manner as a refund from your account. We will process the credit on your behalf as part of the final settlement of the event when the credit is used, as described in the terms for EPP. A credit is "used" once the Consumer either attends the relevant concluded event or fails to attend the relevant concluded event. However, if you have established a redemption period and the credit is not used during the redemption period, the credit will be applied to your account and settled with your next scheduled payout, as long as you offered a substitute event that was ticketed and completed during the established period.

## 9. Taxes.

In most cases, you are responsible for collecting and remitting all taxes to the appropriate governmental authorities. We have the ability to request information and withhold taxes from you in certain instances.

### 9.1 Your Tax Responsibility.

You are solely responsible for determining which, if any, sales, use, amusement, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "**Taxes**") apply to your use of the Organizer Services and to sales you make using the Organizer Services. It is your sole responsibility to, and you will, collect and remit the correct amounts of all such Taxes to the applicable governmental authorities ("**Tax Authorities**").

We do not represent, warrant or guarantee that any tax tools or tax calculators ("**Tax Tools**") that we provide to you will meet all tax requirements that may be applicable to you or that such Tax Tools will result in your collection or remittance of all applicable Taxes. Taxes may vary based on the nature of your event, the nature of your tax status (individual, entity, business, consumer, etc.), your location, the location of your Consumers, credits and deductions for which you may qualify and

other factors. You release us from any and all liability with respect to your use of the Tax Tools. None of the Tax Tools should be considered legal or tax advice.

If you do collect Taxes and use JADEvents Payment Processing, then subject to Sections 9.2, 9.3, and 9.4, we will pay such amounts to you at the same time as the applicable Event Proceeds. You are responsible for remitting all such Taxes to the appropriate Tax Authorities. If you use any Tax Tools that require you to input a tax registration number, you represent and warrant that such tax registration number is true and correct. We cannot give you legal or tax advice, so please be sure to check with your own legal and/or tax advisor about any applicable Taxes. If a Tax Authority requires us to pay any Taxes attributable to your use of the Organizer Services or to sales that you make using the Organizer Services, you must promptly and fully reimburse us for such Taxes upon demand, plus all associated costs, penalties, interest and expenses.

## **9.2 Request for Information.**

Despite what is stated in Section 9.1, we may, in certain jurisdictions, be required to collect and remit Taxes relating to your sales of tickets, registrations, or other items that are made using the Organizer Services. To determine whether we must collect any Taxes on your behalf, we may request certain information when you create an event using the Organizer Services. Such information may relate to your tax-exempt status, the nature of your event and/or other similar information. If we request such information, you represent and warrant that the information you provide is true and correct. We cannot give you legal or tax advice, so please be sure to check with your own legal and/or tax advisor about any information you provide through the JADEvents Properties. If a Tax Authority requires us to pay any Taxes attributable to your event as a result of the information you provided us being incorrect, you must promptly and fully reimburse us for such Taxes upon demand and all associated costs, penalties, interest and expenses.

## **9.3 Collection by JADEvents.**

Despite what is stated in Section 9.1, we may, in certain jurisdictions, be required to collect and remit Taxes on JADEvents Fees and JADEvents Payment Processing Fees to the Tax Authorities. In such jurisdictions, we will collect from you Taxes on JADEvents Fees, and you must pay such Taxes. We may, at our sole election, invoice you for Taxes on JADEvents Fees or withhold (from amounts we would otherwise pay to you) the amount of Taxes on JADEvents Fees. With the exception of Taxes on JADEvents Fees that we collect from you pursuant to this paragraph and Taxes collected and remitted pursuant to Section 9.2, you remain responsible for collecting and remitting the correct amount of any Taxes that apply to your use of the Services and to sales you make using the Services. A list of the jurisdictions in which we collect Taxes on JADEvents Fees is available [here](#).

## **9.4 Right to Withhold.**

We reserve the right to withhold the payment of any amounts that we owe to you and pay such amounts as required by applicable local, state, provincial, national or other law, rule, regulation,

judgment or order, in each case as determined by us, or to seek later payment from you of any amounts of Taxes uncollected and unremitted that are related to your events.

## **10. Representations and Warranties.**

### **10.1 Authority. *You promise that you have the authority to agree to these terms.***

In addition to the representations and warranties throughout this Merchant Agreement, you represent and warrant to us, on behalf of yourself and the entity you represent (if applicable), that:

1. the entity you represent is properly organized and in good standing under applicable laws;
2. you have all the power and authority necessary to enter into this Merchant Agreement and to fulfill your obligations;
3. entering into and performing under this Merchant Agreement will not cause you to breach any laws, rules, court orders, or other agreements that you must follow; and
4. you have the full authority and legal power to bind the entity you represent to this Merchant Agreement.

## **11. Non-Exclusive Remedies and Collections.**

### **11.1 Non-Exclusive Remedies. *We charge interest on overdue amounts and may withhold your payouts and/or invoice you for such amounts.***

1. *Interest on Overdue Amounts.* Overdue amounts that you or your Affiliates owe under this Merchant Agreement or any Affiliated Agreement will bear interest calculated from the due date until paid in full, at a rate equal to the lesser of:
  1. one percent (1%) per month, compounded monthly; or
  2. the maximum amount permitted by applicable law.
2. *Setoffs and Invoices.* If you or any of your Affiliates owe us any amounts under this Merchant Agreement or any Affiliated Agreement, we may, to the extent allowed by applicable law:
  1. withhold and/or set-off any amounts that we would otherwise pay to you or any of your Affiliates (as described in Section 6.2 "Deductions, Setoffs, and Reserves"); and/or

2. send an invoice to you or any of your Affiliates for overdue amounts, to the extent that the amount we could withhold is insufficient to cover the amounts you owe us, in which case you or any of your Affiliates will pay the invoice within thirty (30) days after the date of the invoice.
3. *Non-Exclusive.*

Our rights and remedies in this Merchant Agreement are non-exclusive (that is, our remedies are cumulative and any can be exercised by us in addition to, and do not prevent us from exercising, any other rights or remedies available to us now or in the future under law, this Merchant Agreement, any Affiliated Agreements, other agreements, or otherwise). Our failure or delay in enforcing or exercising any right, remedy or provision of this Merchant Agreement will not be considered a waiver of those rights.

### **11.2 Collections; Costs of Recovery. *You will reimburse us for the costs of collecting overdue amounts from you.***

We have the right to pursue collection of any late and unpaid amounts due to us if such amounts are not paid within thirty (30) days after the date of the invoice. **We have the right to send you collection notices; sending such a notice will not be a requirement for taking legal or other action to collect overdue sums.** In addition, you must promptly reimburse us upon demand for all out-of-pocket costs (including reasonable attorneys' fees and costs) incurred by us in collecting overdue amounts or any other amounts that you or any of your Affiliates owe under this Merchant Agreement or any Affiliated Agreement. You and your Affiliates agree that if we must seek recovery of past due amounts and associated fees and costs, we have the right to pursue unpaid amounts through judicial proceedings, and such actions will not be arbitrated regardless of any arbitration provisions in the Terms of Service.