

# JADEvents Terms of Service

Last Updated: June 7, 2023. Please read these Terms of Service (or Terms, as further described in Section 1.4) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using JADEvents' Services, you agree to comply with and be bound by these Terms, as applicable to you.

**IMPORTANT NOTICE: SECTION 9 OF THESE TERMS OF SERVICE CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ SECTION 9 VERY CAREFULLY.**

By accessing or using JADEvents's Services, you are agreeing to the terms and conditions of these Terms (which incorporate and include our [Privacy Policy](#) and all other terms, policies, and agreements referenced throughout these Terms), without modification, and entering into a binding contract with us that governs our Services and your use of the Services. Do not access or use the Services if you do not agree to the terms and conditions of these Terms.

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### 1. Accepting These Terms

**1.1 What's what. Here are some important definitions to help you navigate these Terms.**

1. An "**Affiliate**" of any entity means any person or entity that controls, is controlled by, or that is under common control with, such entity, whether as of the date of your agreement to these Terms or after. For purposes of this definition, "**control**" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies of an entity.
2. "**Consumers**" means consumers using our Services for any reason, including to consume information and/or attend events.
3. "**JADEvents Properties**" means JADEvents' products, features and offerings that are available:
  1. online through various JADEvents properties including JADEvents and JADCash ("**Site(s)**");
  2. off platform, including entry management, sponsorship, and marketing or distribution services; and

3. through mobile applications, webpages, application programming interfaces, and subdomains ("**Applications**").
4. "**Material**" includes information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds, and other content and materials.
5. "**Organizer**" means an event creator using our Services to create events for Consumers.
6. "**Services**" include the JADEvents Properties and the Organizer Services (defined in JADEvents' [Merchant Agreement](#)).
7. "**Site Content**" refers to Material contained in or delivered via the Services or otherwise made available by JADEvents in connection with the Services.
8. "**Your Content**" is any Material that you contribute, provide, post, or make available using the Services, or that you otherwise contribute, provide, post or make available to us, or that you authorize us to use.
9. "**Your Trademarks**" are the trademarks, trade names, service marks, and logos that you contribute, provide, post, or make available using the Services, or that you otherwise contribute, provide, post or make available to us, or that you authorize us to use.
10. Organizers, Consumers, and third parties accessing or using our Services are all referred to in these Terms collectively as "**Users**," "**you**," or "**your**."
11. When these Terms use "**JADEvents**," "**we**," "**us**," or "**our**," that refers to JADEvents, and its Affiliates, and subsidiaries, and each of its and their respective officers, directors, agents, partners, and employees.

### **1.2 Who's who. You may be contracting with one of our Affiliates.**

1. The contracting entity on the other side of these Terms is Genesis Innovation Management Inc, DBA JADEvents, with registered trade office at 1 Fern Street, Greenlands, Basseterre, St. Kitts (St. Kitts and Nevis).
2. If you are a Consumer submitting a credit card to us to process your purchase, you may be contracting with an Affiliate of JADEvents. for purposes of JADEvents Payment Processing (defined in the [Merchant Agreement](#)) only the contracting entity on the other side of these Terms is Genesis Innovation Management Inc, DBA JADEvents.

### **1.3 What else? There may be other terms that apply to you.**

1. By agreeing to these Terms, you acknowledge you have read and agree to the [Privacy Policy](#) and [Cookie Statement](#) applicable to all Users, which are incorporated by reference into, and are part of, these Terms.
2. All Users must abide by JADEvents' [Community Guidelines](#) which are incorporated by reference into, and are part of, these Terms. Please read these carefully, as they affect what types of content and conduct are permitted when using the Services.
3. Users may be bound by the following additional terms, which are incorporated by reference into, and are part of, these Terms:
  1. If you are an Organizer, JADEvents' [Merchant Agreement](#) and [Organizer Refund Policy Requirements](#) apply to you.
  2. If you purchase, use, or participate as an Advertiser in the JADEvents Ads Services (as such terms are defined in the JADEvents Ads Terms and Conditions), the [JADEvents Ads Terms and Conditions](#) and [JADEvents Ads Guidelines](#) apply to you.
  3. If you are a third party interacting with our Services not as an Organizer or a Consumer, the [API Terms of Use](#) and/or [Trademark and Copyright Policy](#) might be applicable to you. Please be on the lookout for additional terms and conditions displayed with certain Services that you may use from time to time, as those will also be applicable to you.
4. We may sometimes provide you with services that are not described in these Terms and unless we have entered into a separate, signed agreement that expressly supersedes these Terms, these Terms will apply to those services as well.

#### **1.4 Using our Services on behalf of an entity will bind that entity to these Terms.**

If you will be using the Services on behalf of an entity (such as on behalf of your employer), you agree to these Terms on behalf of that entity and its Affiliates and you represent that you have the authority to do so. In that case, "you" and "your" will refer to that entity as well as yourself.

## **2. JADEvents's Services and Role**

### **2.1 What we do.**

We offer an events management and growth platform that helps Organizers and Consumers thrive and connect through memorable live experiences. Through our Services, Organizers can create, post and manage online or in-person events, sell tickets, solicit donations and stay connected to Consumers through a suite of marketing tools.

## **2.2 How we fit in.**

We are not the creator, organizer, or owner of the events listed on the Services nor are we the seller of tickets, registrations or any merchandise on the Services. Instead, we provide our Services, which allow Organizers to manage ticketing and registrations and promote their events.

When hosting an event, the Organizer is solely responsible for ensuring that their event and any page displaying an event complies with any applicable laws, rules, and regulations, and that the goods and services described on the event page are delivered as described and in an accurate, satisfactory manner.

If the Organizer is hosting an event with paid tickets, the Organizer selects the payment processing method offered to Consumers for its event as more fully described in the [Merchant Agreement](#). Consumers must use the payment processing method the Organizer selects to collect payment.

If the Organizer uses JADEvents Payment Processing (defined in the [Merchant Agreement](#)), we act as the Organizer's limited agent to process payments from Consumers on the Organizer's behalf using our third-party payment service providers.

## **3-4**

### **3. Privacy and Consumer Information**

#### **3.1 We follow our Privacy Policy when handling and protecting your personal data.**

We are committed to protecting your personal data that you provide or that we collect through JADEvents Properties as set forth in our [Privacy Policy](#).

#### **3.2 We expect you to follow the rules when dealing with information about Consumers.**

If you are an Organizer, you will at all times comply with all applicable local, state, provincial, national, and other laws, rules, and regulations with respect to information you collect from (or receive about) Consumers or other individuals, and comply with any applicable policies posted by us on the Services with respect to information you collect from (or receive about) Consumers.

### **4. Term; Termination**

#### **4.1 These Terms apply when you access our Services.**

These Terms apply to you as soon as you access the Services by any means and will continue to apply until they are terminated. There may come a time when either you or JADEvents decides it's best to part ways as described in Sections 4.2 or 4.3 below. When that happens, these Terms will generally no longer apply. However, as described in Section 4.4, certain provisions will always remain applicable to both you and us.

#### **4.2 We can revoke your access to our Services.**

1. We may suspend or terminate your right to use the Services at any time, including if:
  1. you violate or breach these Terms or any other agreement between you and us, or if you fail to pay any amounts when due;
  2. you misuse or abuse the Services, or use the Services in a way not intended or permitted by us;
  3. you engage in any conduct on or off the JADEvents Properties that jeopardizes the safety of our community or integrity of the JADEvents Properties or interferes with the experience of our community or the JADEvents Properties; or
  4. allowing you to access and use the Services would violate any applicable local, state, provincial, national, or other laws, rules and regulations or court order or would expose us to legal liability.
2. We may choose to stop offering the Services, or any particular portion of the Services, or modify or replace any aspect of the Services, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Services, if we believe that failure to do so would materially prejudice you. You agree that we will not be liable to you or any third party as a result of our termination of your right to use or otherwise access the Services.

#### **4.3 We hope you want to continue using our Services, but please refer to this paragraph if you don't.**

Except as agreed otherwise in a separate written agreement between you and us or other Affiliated Agreement (defined in the [Merchant Agreement](#)), you may terminate your access to the Services and the general applicability of Terms by [deleting your account](#). If you are a Consumer using the Services without a registered JADEvents account, your only option for these Terms to no longer apply is to stop accessing the Services indefinitely. So long as you continue to access the Services, even without an account, these Terms remain in effect. If there is a separate agreement between you and us governing your use of the Services and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Services after such termination or expiration.

#### **4.4 Certain provisions will always remain applicable to both you and us.**

All provisions of these Terms that by their nature should survive termination of these Terms will survive (i.e., they will continue to apply to you) including all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum, and intellectual property protections and licenses.

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### 5. Export Controls and Restricted Countries We're not allowed to provide our Services to certain people.

As a company participating in global commerce with some elements of our services provided from within the United States of America and with operations in other countries, we comply with certain export controls and economic sanctions laws. You should familiarize yourself with these restrictions, regardless of your location or the location of the events hosted by you on the Services ("**Your JADEvents Events**"). You represent and warrant that:

1. you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia, or Canada has embargoed goods and/or services of the same type as the Services, including Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine; and
2. you are not a person or entity, or owned by, 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; the U.S. Department of State's Terrorist Exclusion List; the Bureau of Industry and Security's Denied Persons, Entity or Unverified List; the Consolidated List of Targets published by the U.K. HM Treasury; the Consolidated List published by the A.U. Department of Foreign Affairs and Trade;
  2. is subject to sanctions in any other country; or
  3. is engaged in the design, development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles.

### 6. Release and Indemnification

#### 6.1 Release. *You won't bring us into any disputes between you and a third party.*

1. You hereby agree to release us (collectively with our Affiliates and subsidiaries, and each of our and their respective officers, directors, agents, co-branders, licensors, payment processing partners, vendors, other partners, independent contractors and employees, the "**JADEvents Released Parties**") from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including other Users) in connection with any of the following:

1. the Services or any event listed on the Services, including Your JADEvents Events;
  2. your Licensure (defined below), any failure to obtain or maintain any Licensure, or any error in obtaining or maintaining any Licensure;
  3. any Feedback (defined below) that you give or receive; or
  4. Your Content or Your Trademarks.
2. In addition, you waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE RELEASED PARTY."

**6.2 Indemnification. You agree to have our back if a third party comes after us because of something you did or failed to do.**

1. You agree to defend, indemnify, and hold harmless the JADEvents Released Parties from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "**Claim**") relating to or arising out of:
  1. your breach of these Terms (including any terms or agreements or policies incorporated into these Terms);
  2. your unauthorized use of the Services;
  3. your Licensure, any failure to obtain or maintain any Licensure, or any error in obtaining or maintaining any Licensure;
  4. any Feedback that you give or receive;
  5. your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party;
  6. our collection and remission of taxes; and
  7. if you are an Organizer, Your JADEvents Events (including where we have provided Services with respect to those events) and Your Content and Your Trademarks, provided that in the case of (vii) this indemnification will

not apply to the extent that the Claim arises out of JADEvents's gross negligence or willful misconduct.

2. We will provide notice to you of any such Claim, but our failure or delay in providing such notice will not limit your indemnification obligations except to the extent you are materially prejudiced by such failure. Also, in certain circumstances, we may choose to handle the Claim ourselves, in which case you agree to cooperate with us in any way we request.

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### 7. Disclaimer of Warranties and Assumption of Risks by You

***7.1 We strive to provide Services in the way you need them, but there are some things we can't promise.***

1. To the extent allowed under applicable laws, the Services (including the Beta Services, defined below) are provided on an "as is" and "as available" basis. JADEvents expressly disclaims all warranties of any kind, express or implied, including implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. For example, we make no warranty that:
  1. the Services (or any portion of the Services) will meet your requirements or expectations;
  2. the Services will be uninterrupted, timely, secure, or error-free; or
  3. the results that may be obtained from the use of the Services will be accurate or reliable.
2. We have no control over and do not guarantee the (i) quality, safety, success, accuracy, or legality of any event or Site Content associated with an event, (ii) accuracy of any information provided by Users (including Feedback and Consumers' personal information shared with Organizers in connection with events), or (iii) ability of any User to complete a transaction.
3. We are not liable for the acts or omissions of any third parties, including third parties that help us provide the Services, that an Organizer chooses to assist with an event, or that you choose to use or contract with when using the Services.

***7.2 You must assume risks that are inherent in attending live events.***



Some events may carry inherent risk and by participating in those events, you choose to assume those risks voluntarily. For example, some events may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those events.

***7.3 Most events on our platform are not hosted by JADEvents, but if and when you participate in one that is, you assume all risks.***

When you attend an event hosted by us, you waive any and all claims and causes of action against the JADEvents Released Parties, the event producers and presenters, and their insurers, for liability, including for personal injury, property damage or wrongful death in connection with your attendance of the event.

***7.4 You may have an opportunity to try out certain beta services from time to time.***

We may make available certain beta and other pre-release software, services, equipment, and related documentation, materials, and information to you from time to time, for your use on a voluntary basis, as part of an early-release, early-access program (collectively, the “**Beta Services**”) for the purposes of us gathering information and Users providing us with Feedback on the quality and usability of the Beta Services. The Beta Services may not meet the same level of performance as that of a commercially available product offering, and the Beta Services may not operate correctly and may be subject to substantial modification, including deprecation, during and after the period in which you may use them. We are not liable to you in connection with your use of our Beta Services, and we may revoke your access to the Beta Services at any time with or without reason or notice.

***7.5 The disclaimers will apply so long as they are allowed under law.***

The disclaimers in these Terms apply to the maximum extent permitted by law. If any warranties are required by applicable law, they will be limited to the shortest duration allowed.

## **8. Limitation of Liability**

***8.1 In order to provide our Services on a large scale, we have to limit our liability to you.***

1. To the extent permitted by applicable laws, the JADEvents Released Parties, will not be liable to you or any third party, for:
  1. Any indirect, incidental, special, consequential, punitive or exemplary damages, including damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute services (even if we have been advised of the possibility of such damages);
  2. any Feedback that you give or receive; or
  3. Your Content or Your Trademarks.

2. In addition, other than our obligation to pay out Event Proceeds in certain circumstances to certain Organizers under the [Merchant Agreement](#), and only in accordance with those terms, the JADEvents Released Parties' maximum aggregate liability is limited to the following:
  1. For Organizers of events on our Site with paid tickets:
    1. The JADEvents Fees (net of any JADEvents Payment Processing Fees) that the Organizer paid us in the three (3) month period immediately preceding the circumstances giving rise to their claim; or
  2. For other Users:
    1. The total amount of all tickets or registrations that the User purchased or made through the Services in the three (3) month period immediately preceding the circumstances giving rise to their claim; or
    2. If no tickets were sold or purchases were made, one hundred U.S. Dollars (USD \$100).

**8.2 All of our Terms are meant to comply with the law.**

Some jurisdictions do not allow the exclusion of certain warranties or conditions on, or the limitation of, liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Only those liability and other limitations which are lawful in your jurisdiction (if any) will apply to you, and our liability is limited to the maximum extent permitted by law.

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### **9. IMPORTANT: BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS.**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. ANY DISPUTE OR CLAIM UNDER THESE TERMS OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY; YOU AGREE THAT CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED AND ANY RIGHTS TO BRING SUCH ACTIONS ARE WAIVED BY EACH PARTY.**

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration

could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

**9.1 Contact us first if you have an issue with our Services.**

You agree that if you have a question or concern about the Services, you will [contact us](#) first, prior to initiating any legal proceeding. Our customer support team will try to answer your question or resolve your concern.

**9.2 If a dispute can't be resolved between us, it must be resolved through arbitration.**

In the unlikely event that our customer support team is unable to resolve your concerns, you and we each agree to resolve all disputes and claims between you and us, including any arising under or relating to these Terms, your use of the Services, or your and our relationship, through binding arbitration or (to the extent the claim qualifies) in small claims court, instead of in courts of general jurisdiction. As explained below, the appointed arbitrator will have authority to enter all relief that would be available in court, to the extent warranted by the claims. All arbitrations and small claims proceedings will proceed only on an individual basis. In no event may either we or you seek to resolve a dispute with the other as part of any purported class, consolidated or representative proceeding. Binding arbitration is subject to very limited review. Only the appointed arbitrator – and not any court – will have the authority to resolve any dispute relating to this Section, including any dispute regarding the scope, enforceability, and arbitrability of these Terms. This arbitration provision will survive termination of these Terms and any other agreement between you and us. These Terms evidence a transaction in interstate commerce and the interpretation and enforcement of this Section 9 is governed by the Federal Arbitration Act, notwithstanding the choice of law set forth in Section 9.8 below.

**9.3 Our agreement to arbitrate applies to almost all claims.**

1. This agreement to arbitrate applies to all legal disputes between you and us. It includes, but is not limited to: (i) all claims relating to any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) all claims that arose before this or any prior agreement (including claims relating to advertising); and (iii) all claims that may arise after termination of these Terms and/or your use of the Services.
2. Notwithstanding this agreement to arbitrate, you or we may choose to bring:
  1. an action on an individual basis in small claims court (to the extent the applicable claim qualifies); or
  2. enforcement actions, validity determinations or claims relating to theft, piracy or unauthorized use of intellectual property in state or federal court in the U.S. Patent or Trademark Office to protect your or our Intellectual Property Rights. "

## Intellectual Property Rights

" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights.

3. In addition, the portion of any dispute or complaint relating to our participation in the US-EU or US-Swiss Privacy Shield Frameworks is subject to the Dispute Resolution section of our Privacy Policy before being subject to this Section.

### **9.4 How the arbitrator will be selected.**

We each agree to use the "rank and strike" process for selecting an arbitrator. In this process, the American Arbitration Association ("AAA") will propose at least ten candidates to potentially serve as the arbitrator. We will each respond directly to AAA (without copying one another) in a writing that (i) "strikes" up to three of those candidates, that is, removes them from further consideration, and (ii) ranks the remaining candidates in order of preference. AAA will average each of our rankings for each arbitrator and select as the arbitrator the candidate with the highest ranking.

### **9.5 We both agree to not bring a class action.**

1. YOU AND JADEVENTS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY (IF WARRANTED) ISSUE ALL OF THE SAME RELIEF THAT WOULD BE AVAILABLE IN COURT, INCLUDING PUBLIC INJUNCTIVE RELIEF, IN FAVOR OF THE PARTY SEEKING SUCH RELIEF, BUT ONLY TO THE EXTENT AUTHORIZED BY LAW AND WARRANTED BY THE PARTY'S CLAIMS.

You and we each acknowledge that different arbitrations may present overlapping factual or legal issues. As such, to the fullest allowable extent, you and we each agree that in the event one of you or us initiates an arbitration against the other and we determine, in our sole discretion, that such arbitration presents one or more questions of fact or law that are also at issue in a pending arbitration between us and a third party (a "Similar Arbitration"), the arbitration involving you will, at our request, be assigned to the same arbitrator presiding over the Similar Arbitration and/or be paused until the Similar Arbitration is resolved. Any rulings in any Similar Arbitration will not be binding in the arbitration involving you.

### **9.6 Notice must be given when one of us intends to seek arbitration.**

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Dispute Notice"). The Dispute Notice to JADEvents must be addressed to the following address ("Notice Address") and must be sent by certified mail: Genesis Innovation Management Inc, DBA

JADEvents, Attn: Legal Department, #1 Fern Street, Greenlands, PO Box 1195, Basseterre, St. Kitts (St. Kitts and Nevis). Dispute Notices to you will be addressed to a mailing, home, or payment address currently on record with JADEvents and must be sent by certified mail. If we have no records of a physical address, our Dispute Notice may be delivered to your JADEvents account email address. The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If JADEvents and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Dispute Notice is sent, you or JADEvents may commence an arbitration proceeding. **9.7 These are the rules that will govern any arbitration proceedings.**

The arbitration will be governed by the [Commercial Arbitration Rules](#), or, if the actions giving rise to the dispute or claim relate to your personal use of the Services (rather than business use), the [Consumer Arbitration Rules](#) (in each case, the "**AAA Rules**") of the AAA, as modified by this Section 9, and will be administered by the AAA and settled by a single arbitrator. (The AAA Rules are also available by calling the AAA at 1-800-778-7879.) All issues in dispute between the parties are for the arbitrator to decide, including, issues relating to the scope, enforceability, and arbitrability of this Section 9.

**9.8 This is where the arbitration will take place.**

If you are a Consumer, any arbitration hearings will take place (at your option) either in the county of your residence or by phone, except that if you are a Consumer whose residence is outside of the United States, the hearing will take place either in San Francisco, California or by phone or videoconference, at your option and as permitted by the AAA Rules. If your use of the Services is or was for commercial use, then unless JADEvents and you agree otherwise, any arbitration hearings will take place in the United States in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, AAA will determine the location. If your claim is for ten thousand dollars (\$10,000) or less, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All decisions by the arbitrator will be final and binding and judgment on the award rendered may be entered in any court having jurisdiction.

**9.9 This is how we decide who's responsible for the costs of arbitration and legal fees.**

1. Payment of Costs and Expenses. Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA Rules, provided that if you are initiating an arbitration against JADEvents and the value of the relief sought is ten thousand dollars (\$10,000) or less, then JADEvents will advance all filing, administrative and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). Further, if you are initiating an

arbitration against JADEvents and your claim arises from your use of the Services as a Consumer, but the value of relief sought is more than ten thousand dollars (\$10,000) and you demonstrate to the arbitrator that such costs and expenses would be more expensive than a court proceeding, then JADEvents will pay the amount of any such costs and expenses. In the event that the arbitrator determines that all of the claims you assert in arbitration were frivolous at the time they were filed or that you continued to press those claims even after receiving information demonstrating that such claims were frivolous, you agree to reimburse JADEvents for all of the costs and expenses that JADEvents paid and that you would have been obligated to pay under the AAA Rules.

2. **Payment of Legal Fees.** Just as in any court proceeding, each party will initially bear its own attorneys' fees and expenses in connection with any arbitration. Should either party be determined to have substantially prevailed in the arbitration, then upon such party's request, the arbitrator will award such prevailing party the reasonable attorneys' fees and expenses that it incurred in connection with the arbitration, provided that to the extent that the dispute or claim relate to your personal use of the Services (rather than business use) JADEvents will not seek to recover its attorneys' fees and expenses in an arbitration initiated by you unless the arbitrator determines that your claims were frivolous as set forth above. The arbitrator may make rulings and resolve disputes as to the reimbursement of attorneys' fees and expenses upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

**9.10 Disputes that can't be arbitrated in accordance with this Section 9 will be governed by Section 22.**

In the event that any provisions of this Section 9 are found to be invalid or unenforceable for any claim or issue, then the entirety of this Section 9 will be null and void only with respect to such claim or issue and Section 22 "Applicable Law and Jurisdiction" will apply to such claim or issue in lieu of this Section 9. For the avoidance of doubt, for all claims and/or issues as to which this Section 9 is not found to be invalid or unenforceable: (a) this Section 9 shall apply in full to all such claims and/or issues, and (b) arbitration of all such claims and/or issues shall commence and be completed prior to any litigation on any non-arbitrable claims, including in the event that arbitrable and non-arbitrable claims or issues present overlapping factual and/or legal questions.

**9.11 If you want to opt out of our agreement to arbitrate, you must notify us in time.**

You have the right to opt out and not be bound by the arbitration or class action waiver provisions set forth above in this Section 9 by sending (from the email address we associate with you as a User) written notice of your decision to opt-out to [legal@JADEvents.com](mailto:legal@JADEvents.com). Please include the following in the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Services or your agreement to these Terms (whichever is later); otherwise, you will be bound to arbitrate disputes in accordance with the

terms of these provisions. Note that if you opt out of these arbitration provisions, JADEvents also will not be bound by them.

## 10. License to the JADEvents Services

### 10.1 *Your right to use our Services is limited to the license we grant you.*

1. We grant you a limited, non-exclusive, non-transferable, non-sublicensable (except to sub-Users registered via the Services), revocable right to use our Services solely to:
  1. browse the Services and search for, view, register for, or purchase tickets or registrations to an event listed on the Services; and/or
  2. create event registration, Organizer profile and other webpages to promote, market, manage, track, and collect sales proceeds for an event.
2. Your use of the Services must comply with these Terms and all applicable local, state, provincial, national and other laws, rules and regulations. In addition, by using any search functionality or address auto-population tools, you are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)).

### 10.2 *You can't copy, sell, or use our Services in a way that is damaging to JADEvents.*

In addition to any other restrictions, limitations, and prohibitions that we impose (in these Terms or elsewhere), you agree you will not directly or indirectly:

1. copy, modify, reproduce, translate, localize, port, or otherwise create derivatives of any part of the Services;
2. reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or structure, sequence, and organization of all or any part of the Services;
3. rent, lease, resell, distribute, use the Services for other commercial purposes not contemplated or otherwise exploit the Services in any unauthorized manner;
4. remove or alter any proprietary notices on the Services; or
5. engage in any activity that interferes with or disrupts the Services.

### 10.3 *Our property remains our property.*

You agree that all Site Content may be protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. We may own the Site



Content, or portions of the Site Content may be made available to us through arrangements with third parties. Site Content that is included in or made available through the Services is our exclusive property and is protected by copyright laws. You agree to use the Site Content only for purposes that are permitted by these Terms and any applicable local, state, provincial, national, or other law, rule, or regulation. Any rights not expressly granted in these Terms are reserved.

#### **10.4 You can't use trademarks that aren't yours unless we say so.**

1. The trademarks, service marks and logos of JADEvents (the "**JADEvents Trademarks**") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of JADEvents. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "**Third Party Trademarks**," and, together with JADEvents Trademarks, the "**Trademarks**"). Your license to use the Services does not include, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without our prior written consent specifically for each such usage.
2. You must not use the Trademarks to disparage us, any third party, or our or such third party's products or services, or in any manner that may damage any goodwill in the Trademarks. You must not use any Trademarks as part of a link to or from any website unless we approve such use by prior written consent specifically for each such link. All goodwill generated from the use of any JADEvents Trademark will inure to JADEvents's benefit. Certain issued patents and patents pending apply to the Services. Site Content may also be protected by copyrights owned by us and/or third parties. Please note that if you copy portions of the Services, you are violating these patent rights and copyrights.

#### **10.5 Any sub-domains connected to our website will be owned by us.**

We may provide you with the right to use a sub-domain within the Site (e.g., [sub-domain prefix].Events.jad.cash) for one or more of Your JADEvents Events. All such sub-domains are solely our property and we reserve the right to determine the appearance, design, functionality, and all other aspects of such sub-domains. If we provide you with a sub-domain, your right to use it will continue only for so long as you are actively selling tickets for Your JADEvents Events on the Services and provided you are in compliance with the Terms. If we terminate your right to use a sub-domain for any other reason, we will provide you with a new sub-domain.

## **11-12**

**11. Licenses and Permits Organizers Must Obtain Organizers must obtain all applicable licenses, permits, and authorizations for their events.**



If you are an Organizer, along with your other representations and warranties, you represent and warrant to us that:

1. You will obtain, before starting ticket sales, all applicable licenses, permits, and authorizations (individually and collectively, "

**Licensure**

") for Your JADEvents Events. Licensure includes state, county, municipal, or other local authority's authorization of the event, traffic engineering authorizations, fire department inspection reports, fire marshal permits, authorization to receive minors, sanitary authorization, and property operation permits;

2. You will comply, and will ensure that the venues for Your JADEvents Events will comply, with all applicable laws, regulations, rules, and ordinances;
3. You will maintain throughout the use of the Services the applicable Licensure to promote, produce, sponsor, host, and sell tickets for all of Your JADEvents Events; and
4. You will provide evidence of Licensure and related information prior to offering tickets or registrations for Your JADEvents Events and promptly upon our reasonable request from time to time.

## **12. Your Rights to Submit a Copyright Takedown Notice What to do if you believe your copyrights are being violated.**

If you are a copyright owner or an agent of a copyright owner and you believe that any content on the Sites infringes your copyrights, you may submit a notice by following the directions we provided in JADEvents' Trademark and Copyright Policy.

## **13-14**

### **13. Scraping or Commercial Use of Site Content is Prohibited**

#### **13.1 You can't use our content for your own purposes.**

You have no right to use, and you agree not to use, any Site Content for your own commercial purposes. You have no right to, and you agree not to, scrape, crawl, or employ any automated means to extract data from the Sites.

### **14. Fees and Refunds.**

#### **14.1 We charge the following fees.**

Creating an account and listing an event are free. However, we charge fees when you sell or buy paid tickets or registrations. These fees may vary based on individual agreements between us and certain Organizers. In some cases, Organizers may determine whether these fees will be passed along to Consumers and shown as "Fees" on the applicable event page or absorbed into the ticket or registration price and paid by the Organizer out of ticket and registration gross proceeds. The fees charged to Consumers may include other charges, including facility fees, royalties, taxes, processing fees, and fulfillment fees. This means that the fees paid by Consumers for an event are not necessarily the same as those charged by us to the applicable Organizer or the standard fees described on the Services to Organizers. In addition, some fees are meant to defray costs incurred by us, but may in some cases include an element of profit and in some cases include an element of loss. We do not control (and cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to purchasing to understand all applicable fees, credit card surcharges, and currency conversion rates.

#### **14.2 You may be able to transfer your ticket.**

If you wish to transfer tickets to an event you have purchased on the Site, please contact the Organizer of the event to arrange for ticket transfer. If you are unable to reach the Organizer, or the Organizer is unable to arrange a ticket transfer, please [contact us](#) and we might be able to accommodate this for you.

#### **14.3 Consumers requesting a refund should contact the Organizer. Consumers must not use a ticket that has been refunded, and Organizers must not accept invalid tickets.**

1. Because all transactions are between an Organizer and its Consumers, we ask that all Consumers contact the applicable Organizer of their event with any refund requests. You can find help with getting a refund [here](#).
2. If you are a Consumer and you receive a refund for your ticket, you will discard the ticket and will not use it (or any copy of it) to attend the event. Violation of this is fraud.
3. If you are an Organizer, you acknowledge that the applicable procedure to check the validity of the ticket must always be followed, including [checking in Consumers](#) with the JADEvents/JADCash app for organizers.
4. We will not be liable under any circumstances for any costs arising from Organizers' non-compliance with the procedures that must be implemented by Organizers to check the validity of tickets. We will not be liable under any circumstances for costs and/or damage arising from ticket-related fraud and/or the purchase of the ticket through non-official means, such as third parties.

## 15. Your Account with JADEvents

### 15.1 *When you create an account with us or use our Services, you must provide us with accurate information and follow these rules.*

We may require you to create an account to access certain features or functions of the Services. You agree to the following:

1. You must be at least 18 years of age, or the legal age of majority where you reside, to use the Services. If you are 13 or older, you may only use the Services under the supervision of a parent or legal guardian who manages your use of the Services and/or account. If you are under 13, please do not provide us with any information about yourself.
2. You must provide accurate, current, and complete information about yourself, or if you are using the Services on behalf of an entity, that entity (the "**Registration Data**"). You also must update this Registration Data if it changes.
3. If there is a dispute between two or more persons or entities regarding account ownership, we will be the sole arbiter of that dispute and our decision (which may include termination or suspension of the account) will be final and binding.
4. If you are using the Services on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.
5. We may provide you the ability to implement certain permissions within your account to third parties including, "sub-users," "sub-accounts," or other credentialed account users. If we do so, you are solely responsible for all activity that occurs under your account (including actions by sub-users). You must maintain the confidentiality of your password and account details. All rules applicable to your account will apply to all third parties to whom you grant access to your account.
6. You will immediately notify us of any unauthorized use of your password or account, or any other breach of security. You are responsible for any activities that occur under your account.
7. You will not use the Services to collect any sensitive personal information, such as health information (including "protected health information" as defined in 45 C.F.R. §160.103), social security numbers, financial information, payment card numbers, driver's license numbers, and passport numbers, unless otherwise permitted by these Terms or we have consented to the collection of the information in writing.

## 16. Your Content and Your Trademarks.

### 16.1 *We have certain rights to use Your Content and Your Trademarks.*

1. You are solely responsible for Your Content and Your Trademarks. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish, and create derivative works based on:
  1. Your Content, in whole or in part, in any media, for
    1. the purpose of operating the Services (including our promotional and marketing services, which may include promotion of you and Your JADEvents Events on a third-party website or other media, including our event distribution providers and our social media properties);
    2. JADEvents' internal purposes (such as employee or shareholder communications); and
    3. when you give your permission, for the purposes of promoting JADEvents or our Services; and
  2. Your Trademarks,
    1. in connection with our use of Your Content; and
    2. for the purpose of identifying you as an existing or past customer of JADEvents both on the Services and in marketing, advertising and promotional materials.

We don't claim ownership to Your Content or Your Trademarks, but these licenses are essential to provide you the Services and help Your JADEvents Events. Consider the following examples: if you submit your logo or other images associated with one of Your JADEvents Events, we can display them on our website and resize or enhance them so that they look good on our Applications, or use them with our marketing tools to help you promote Your JADEvents Events; we may feature details from one of Your JADEvents Events in a blog, case study, or shareholder letter to highlight the impact made by Your JADEvents Events.

1. You hereby waive any and all moral rights in connection with our use of Your Content in accordance with the licenses in this Section 16. Aside from these licenses, we do not claim, and you do not transfer, any ownership rights in any of Your Content or Your Trademarks and nothing in these Terms will restrict any

rights that you may have to use and exploit Your Content and Your Trademarks outside of the Services.

**16.2 You represent that you are able to grant us the rights described above.**

You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content and Your Trademarks:

1. do not infringe, violate, misappropriate or otherwise conflict with the rights of any third party;
2. comply with all applicable local, state, provincial, national, and other laws, rules and regulations; and
3. do not violate these Terms.

**16.3 Your Content must comply with our rules and guidelines.**

1. Your Content must be accurate and truthful. We reserve the right to remove Your Content from the Services if we believe that Your Content or Your JADEvents Events violate these Terms, our [Community Guidelines](#), or for any other reason. Your Content and Your Trademarks may be displayed on the Services in proximate distance to any Site Content or any third-party content, including content that is substantially similar or competing with yours, and we do not guarantee your exclusivity as an Organizer in any category. Without limiting the generality of the foregoing, the Services are provided on a nonexclusive basis. We may preserve Your Content, Your Trademarks, Registration Data, and all other data associated with your account, and may also disclose Your Content, Your Trademarks, Registrations Data, and all other data associated with your account if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
  1. comply with legal process;
  2. respond to claims that any of Your Content or Your Trademarks violate the rights of third parties;
  3. enforce or administer these Terms; and/or
  4. protect the rights, property, and/or personal safety of us, our Users and/or the public, including fraud prevention.
2. You understand that the technical processing and transmission of the Services, including Your Content and Your Trademarks, may involve transmissions over

various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

## 17-18

### 17. Notices. *Here's how to notify us.*

1. Notices may be sent to you by email or regular mail at your business address listed in JADEvents' records. We may also provide notices of changes to these Terms or other matters by displaying notices or links to notices on the Services.
2. If you wish to contact us or deliver any notice(s), you can do so at the following address: Genesis Innovation Management Inc DBA JADEvents, Attn: Legal Department, 1 Fern Street, Greenlands, PO Box 1195, Basseterre, St. Kitts (St. Kitts and Nevis); or via email to [compliance@jad.cash](mailto:compliance@jad.cash).

## 18-19

### 18. Modifications to the Terms or Services. *We may modify these Terms from time to time and will notify you of material changes.*

1. We reserve the right to modify these Terms (including the [Privacy Policy](#), the [Merchant Agreement](#), and the Boost Terms and Conditions) from time to time (collectively, "**Modifications**"). If we believe any Modifications are material, we will let you know by one (or more) of the following methods:
  1. posting the changes through the Services;
  2. updating the "Updated" date at the top of this page; or
  3. sending you an email or message about the Modifications.
2. Modifications that are material will be effective thirty (30) days following the "Updated" date, unless a different date is communicated in our notice to you. All other Modifications will be effective immediately.
3. You are responsible for reviewing any Modifications. Your continued use of the Services after any Modification will be considered your acceptance of that Modification and the updated Terms. In certain circumstances, we may seek a Modification to these Terms that will only apply to you. This type of Modification must be in writing and signed by both parties (you and JADEvents).
4. We are constantly evolving our products and services to better meet the needs of our Users. Because of this, we cannot guarantee the availability of certain product

features or functionality. We reserve the right to modify, replace, or discontinue any part of the Services or the entire Services at any time and for any reason.

**19. Assignment. *We can assign our rights and obligations under these Terms.***

We may, without your consent, freely assign these Terms and our rights and obligations under these Terms, whether to an Affiliate or to another entity, in connection with a corporate transaction or otherwise.

## **20-21**

**20. Entire Agreement. *These Terms make up our entire agreement with you unless we also enter into a separate written agreement.***

Except as otherwise stated in these Terms, these Terms are the entire agreement between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, proposals, discussions, or communications between you and JADEvents on the subject matter of these Terms, other than any written agreement for Services between you and us relating to a specified event or events.

**21. Applicable Law and Jurisdiction. *Disputes that can't be resolved under our arbitration agreement will be resolved in the courts of San Francisco under California law.***

1. These Terms are governed by the laws of the Federation of St. Kitts and Nevis, without regard to its conflict of laws rules. These laws will apply no matter where in the world you live, but if you live outside of the Federation, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.
2. JADEvents is based in Basseterre, St. Kitts. Any legal action against us related to our Services and not subject to the arbitration provisions in Section 9 of these Terms will take place in St. Kitts and Nevis. By agreeing to these Terms, you submit to the personal jurisdiction of the country's local and appellate courts (as applicable) in St. Kitts and Nevis.

## **22-24**

**22. Feedback. *We have a right to use any feedback you provide us.***

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Services, as well as feedback, comments, suggestions, and ratings regarding the services and events of third parties such as the Organizers of events you attend (collectively,

"Feedback"). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, publish, and exploit those ideas and materials for any purpose, with or without your name, without compensation to you. We may collect testimonials, ratings, and reviews about Site Content, the Services, and, if you are an Organizer, Your Content and events. These testimonials, ratings and reviews will be considered Feedback. We retain full discretion on whether, when, where, with whom, and how Feedback is shared or published.

### **23. Third Party Websites; Linked Accounts; Third Party Offers. *We are not responsible for third-party websites or materials that you access.***

The Services or Users may provide links to other Internet websites or resources. Because we have no control over such websites and resources, you agree that we are not responsible for the availability of such websites or resources. We do not endorse and are not responsible or liable for any Site Content, advertising, offers, products, services, or other materials on or available from such websites or resources and are not responsible for any damages or losses related to them, even if such websites or resources are connected with our partners or third-party service providers. For example, if you purchase ticket insurance on the Site from a third party, your contractual relationship is with the third-party ticket insurance provider, not with us.

### **24. Additional Miscellaneous Provisions. *Here's some more legal stuff before you go.***

If we fail to enforce any part of these Terms, that will not amount to a waiver of our right to later enforce that or any other part of these Terms. Except as expressly set out in these Terms, the exercise by us of any of our remedies under these Terms will not preclude us from exercising our other remedies under these Terms or otherwise. No oral waiver, amendment, or modification of these Terms will be effective. If any provision of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary and the other provisions of these Terms remain in full force and effect. Section titles and subtitles in these Terms, along with the italicized text following them, are for convenience only and have no legal or contractual effect and do not amount to legal advice. When we say JADEvents "may" or has the right, is permitted, authorized, or allowed to do something in these Terms, 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 these Terms may be made by us in our sole discretion. As used in these Terms, "including" means "including, but not limited to." When these Terms say that you "will" take an action, this means that you are agreeing to take the action and that you must take that action. Your obligations, duties, warranties, representations, releases, and waivers throughout these Terms are also the obligations, duties, warranties, representations, releases, and waivers of your Affiliates. No independent contractor, agency, partnership, joint venture, or other such relationship is created by these Terms. We may freely assign any of our rights and obligations under these Terms. We may translate these Terms into other languages for your



convenience. If there is a conflict between the English version and a translated version, the English version will control.