

# FamTickets

## Organization Agreement

Last Updated: August 2, 2023

This Organization Agreement is in addition to and incorporated into our Terms of Service and describes the terms and conditions upon which we provide Organization with access and use of the Services to market, promote, and sell tickets to your Events Consumers through the Services (“**Event Services**”).

Defined terms not otherwise defined herein have the meaning set forth in our Terms of Services. The term “Services” as defined in the Terms of Service includes reference to Event Services as provided in this Organization Agreement. Nothing in this Organization Agreement is intended to change, limit, or waive any of the terms of our Terms of Service. Should a conflict exist between this Organization Agreement, our Terms of Service, or our Privacy Policy, our Terms of Service control.

You may only access the Event Services and the features available to Organizations on the Services if you create an account with us (“**Organization Account**”) and agree to abide by the terms and conditions of this Organization Agreement for each use of the Event Services.

This Organization Agreement controls your legal relationship with us and the rights you grant us when using the Event Services. **Please read the terms of this Organization Agreement carefully before using the Event Services.**

### 1. Acceptance

Your access to and use of the Event Services and your ability to create Events on the Services is conditioned on your acceptance of this Organization Agreement. By clicking to accept, you agree on your own behalf and on behalf of any organization, entity, or person on whose behalf you may act to accept and abide by this Organization Agreement for each and every use of the Event Services. Please do not access or use the Event Services if you do not agree with this Organization Agreement.

By agreeing to this Organization Agreement, you also agree to the terms of our Terms of Service and our Privacy Policy, which are incorporated by reference.

### 2. Updates to this Organization Agreement

We reserve the right to modify this Organization Agreement anytime by posting an updated version on the Services. At our sole discretion, we may also email active Organizations with notification of changes. You are responsible for regularly reviewing this Organization Agreement, and your continued use of the Event Services after the effective date of a change constitutes your acceptance of the updated Organization Agreement. If any modification is unacceptable, you shall cease using the Event Services. If you have any questions about this Organization Agreement, contact us at support@famtickets.com.

### 3. Event Services

**3.1 Organization Listing.** The Event Services allow you to create a public-facing Organization Account that is searchable on the Services by Users. Your Organization page provides Users with the ability to learn more about your Organization and the past, present, and future Events that you may make available on the Services.

**3.2 Event Ticketing.** The Event Services allow you to create Events and to sell tickets, receive payments, and to track ticket usage at Events. Event Ticketing is provided through the Services and in conjunction with our Payment Processor, currently Stripe, but as may be amended by us from time to time.

**3.3 Promotional Services.** The Event Services provide you with a contact list of Consumers who have purchased tickets to your Event or who have otherwise subscribed to your Organization. Through the Event Services, you may promote your Events through email and other communications, subject to the limitations set forth in this Organization Agreement, our Community Guidelines, and our Privacy Policy, which may be amended at any time at our discretion.

**3.4 Right to Access and Use.** Subject to the terms and conditions of this Organization Agreement, our website Terms of Service, and our Privacy Policy, we grant you a limited, non-exclusive, non-transferable, and non-assignable right to

access and use the Event Services during the term of this Organization Agreement.

**3.5 Limitations.** The use of the Event Services is subject to your fulfillment of all requirements stipulated in this Organization Agreement and our Terms of Service. The rights granted herein are limited to FamTickets' and its licensor's intellectual property rights in the Event Services. Software products not proprietary to FamTickets, including, without limitation, Third-Party Services, are licensed separately from their respective proprietary owner(s).

**3.6 Changes.** We reserve the right, in our sole discretion, to make any changes to the Event Services and the types of Events you may present on the Services that we deem necessary or useful to maintain and enhance the quality of the Event Services or the Services and to comply with applicable laws.

**3.7 Availability.** We do not make any warranty, guarantee, or representation that the Event Services will be available at all times or that they will be error or interruption-free. The Event Services are provided "as is." You acknowledge and agree that you will not rely on any existing features being available in the future nor any proposed updates or additional features becoming available.

#### **4. Organization Account**

You must create an Organization Account before accessing the Event Services and posting Events on the Services. Your Organization Account gives you access to the Event Services and functionality we may establish and maintain at our sole discretion. In creating your Organization Account, you must provide accurate and complete information about you, including, without limitation, your Organization name, website address, social media accounts, and contact information ("**Account Information**"). You acknowledge and agree that certain information you provide to us will be used to create your profile ("**Organization Profile**") and will be treated as non-confidential and may be publicly visible on the Services to Users. You are responsible for the content you upload or post on your Organization Profile. We reserve the right to suspend or terminate your Organization Account and your access to Event Services, and to withhold any payments otherwise due to you, if we believe that your Account Information is inaccurate, incomplete, or violates this Organization Agreement or our Terms of Service.

#### **5. FamTickets Responsibilities**

**5.1 Basic Support and Maintenance.** We will, at our sole discretion, deliver enhancements, bug and error fixes, updates, and upgrades to the Event Services that are made generally and commercially available without levying an incremental fee. The Event Services are maintained and receive periodic updates and upgrades through releases. We will use reasonable efforts to schedule releases such that any impact on the availability and performance of the Event Services is kept to a minimum, but we make no guarantee that the Event Services will be available to you at all times. You acknowledge that any updates or upgrades to the Event Services are entirely at our discretion, and we do not represent or in any way guarantee that additional updates or upgrades will be made to the Event Services.

**5.2 Support Requests.** You may make support requests by email to support@famtickets.com or through the Event Services. We will try to respond to support requests within twenty-four (24) hours but make no guarantee that we will respond within any particular timeframe or that we will answer all support requests satisfactorily.

**5.3 Documentation.** We may provide you with access to standard materials, guides, or training materials intended to help you use the Event Services (collectively, "**Documentation**"). Documentation is provided for your internal purposes only, and you are prohibited from: (i) modifying the Documentation unless otherwise authorized in writing by us; (ii) reselling or sublicensing any Documentation; and (iii) developing or attempting to develop any of the products or services described in the Documentation. Documentation is provided "as-is" and is not subject to maintenance, support, or updates.

#### **6. Events**

**6.1 In General.** The Event Services may allow you to upload your Events on the Services as long as the Events are hosted by you. You shall not publish under your Organization Account Events hosted by third parties. When you publish your Events, you will be asked to provide information related to your Events, such as the title, description, tags, categories, quantity available, applicable dates, links to social media accounts or promotional videos related to the Event, promotional emails, and so forth ("**Descriptions**"). Your Descriptions must be accurate, truthful, and non-misleading and shall at all times comply with our Community Guidelines (<https://famtickets.com/community-guidelines>, as may be updated by us from time to

time). We reserve the right to add, remove, or modify Descriptions at our discretion if we believe they are misleading, in violation of this Organization Agreement, our Community Guidelines, or otherwise objectionable.

**6.2 Event Terms.** You can set your own prices and the terms and conditions applicable to your Events (“**Event Terms**”). FamTickets is not a party to such terms, and any dispute arising out of any terms related to any Events provided by you to a Consumer is solely between you and the applicable Consumer. We may require certain information from you when you create an Event (“**Required Terms**”), including, without limitation, price, refund policy, and Event cancellation and reschedule policy, which shall be made public to all Users. You acknowledge that you cannot create an Event without providing the Required Terms and that we may change, remove, or add Required Terms at any time. By providing Required Terms, you agree to represent and warrant that such Required Terms comply with all applicable laws and that you will not knowingly provide false, misleading, or illegal information. You may make changes to your Event Terms at any time provided, however, such changes may not retroactively change the terms in any way that would be considered adverse to the Consumer.

**6.3 Tiered Pricing.** The Event Services allow you to create up to three (3) pricing tiers for your Events. Pricing tiers allow you to sell a certain number of tickets for a certain Event Price. Once the total number of tickets for the first tier is reached, tickets are automatically sold at the next tier’s price. If you choose to use a tiered pricing feature, you are solely responsible for setting the capacity and the Event Price associated with each tier at the time of Event creation.

**6.4 Cancellation by You.** You may cancel an Event by going to your Organization Portal, selecting the applicable Event, and then “Cancel Event.” Once the cancellation is confirmed, all ticket holders will automatically be refunded the Event Price. Unless specified otherwise through your Event Terms, refunds for canceled Events do not include a refund on any applicable Service Fees or Processing Fees. All ticket holders will receive an email notification of the cancellation (and such notification does not use any email credits, as specified below).

**6.5 Ticket Cancellation by Us.** While we use commercially feasible safeguards to prevent the purchase of Event tickets in excess of the number available for an applicable pricing tier, we reserve the right to cancel Event tickets purchased as a result of a human error or a transactional malfunction on the Services. If we exercise our right to cancel Event tickets, the applicable purchaser will receive a refund for the amount paid, including the Event Price and all applicable Service Fees and Processing Fees incurred in the transaction, and your Connected Account will be debited for the associated Service Fees and Processing Fees.

**6.6 Prohibited Events.** You may not post any content or create any Events that:

- Is false or misleading as to the description of the Event;
- Violates this Organization Agreement, our Terms of Service, or our Community Guidelines;
- Violates or encourages the violation of any applicable local, state, provincial, national, or other law, rule, or regulation; or
- Take place in restricted countries or restricted regions, which include, without limitation, Iran, North Korea, Syria, Crimea, Donetsk People’s Republic, and Luhansk People’s Republic. You must have our prior written approval to post Events in Cuba or Russia because additional licensing requirements may apply.

For clarity, you shall only use our Payment Processor (as defined below) for the purchase of tickets or registrations for your Events on FamTickets, and you shall further abide by any terms and conditions applicable to the processing of payments through the Payment Processor.

## **7. Payments**

**7.1 Connected Account.** Creation of an Organization Account and use of the Event Ticketing services require you to connect your Stripe account and is subject to the Stripe Connected Account Agreement (located here: <https://stripe.com/legal/connect-account>) (“**Connected Account**”). The Event Price, Service Fees, and Processing Fees are collected from Consumers (“**Total Payment**”), and the Total Payment, less applicable Fees, is made available to you through your Connected Account. Funds are accumulated in your Connected Account, and payouts occur in accordance with the schedule set forth through Stripe’s Connected Account Agreement and other applicable agreements. You must keep your Account Information updated in order to receive any payments through the Event Services, and we are not responsible for any other method of payment if you no longer maintain a Connected Account. By using the Payment Processor, you agree to the

Stripe Connected Account Agreement and any other terms of services or privacy policy of Stripe and acknowledge that FamTickets is not a party to such agreements or policies. Additionally, you acknowledge that we are not a party to any transaction between you and any Consumer, and we are not responsible for any disputes regarding the purchase or refund of any Event tickets.

**7.2 Fees.** The applicable Consumer pays the Event Price and all Service Fees and Processing Fees at the time an Event ticket is purchased. All Services Fees collected by us and all Processing Fees collected by the Payment Processor are non-refundable and non-cancellable when paid (with limited exceptions as specified in our Terms of Service). If you issue a refund, as described below, all fees paid by the applicable Consumer, including the Event Price, Service Fee, and Processing Fee, will be refunded to the Consumer, and your Connected Account will be debited for the associated Fees. You may optionally choose to refund a portion of the total price paid by the Consumer by subtracting the total Fees associated with the transaction prior to issuing a refund.

**7.3 Refunds.** Except for Event cancellations or date changes greater than ninety (90) days from the originally-scheduled Event date, you may, but are not required under this Organization Agreement to provide Consumers with refunds for purchased Event tickets. If, through your Event Terms, you advertise that Event tickets are refundable, then you shall honor the terms and conditions applicable to refunds as specified in your Event Terms. You may issue refunds through your Stripe Connected Account dashboard and navigate to the "Payments" tab, then select the payment for the applicable Consumer and select "Refund." We reserve the right, but not the obligation, to issue refunds to Consumers on your behalf if, at our discretion, we determine that a refund is due the Consumer based on our Terms of Service, this Organization Agreement, or our interpretation of your Event Terms, along with any other facts pertinent to the payment of such refunds.

**7.4 Prohibited Transactions.** You may not create an Event that would incur any transactions that:

- Violate or are considered "high risk" (or another restricted category) by our Payment Processor, including any transactions 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;
- Are fraudulent or criminal;
- Would be a "restricted transaction" as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG;
- Are related to an Event that violates this Organization Agreement, our Community Guidelines, or any applicable law;
- Are related to the purchase of commercial products or services and/or unrelated to your Event; or
- Are prohibited under the Payment Processor terms of service or other rules and/or agreements applicable to the use of such Payment Processor.

## **8. Promotional Communications**

**8.1 Event Reminder Emails.** The Event Services provide you with a means of providing updates to Consumers who have purchased Event Tickets on the Services. When you make updates to Events, such as rescheduling or canceling the Event, Consumers who have purchased tickets to the Event may receive an email notification from FamTickets ("**Event Reminder Email**"). Event Reminder Emails are included with the Event Services, are provided by FamTickets at our sole discretion, and are at no cost to you.

**8.2 Promotional Emails.** The Event Services provide you with a means of providing promotional emails to Users who have purchased Event Tickets, have subscribed to your Organization, or whose contact information you have added to your contact list on the Event Services ("**Promotional Emails**"). FamTickets reserves the right to restrict Promotional Emails that may be sent through the Event Services, such as by restricting the number of Promotional Emails that may be sent during a defined period of time, restricting the number of recipients for a particular Promotional Email, and through other means at FamTickets' discretion. In order to send Promotional Emails, you must purchase email credits, either individually or as part of a package or plan. Email credits can be redeemed to send Promotional Emails through the Event Services, subject to the frequency, number of email addresses, and other limitations set forth at the time the email credits are purchased.

**8.3 Email Rules.** You may not send any email communications through the Event Services which would violate this Organization Agreement, our Terms of Service, or our Community Guidelines. Specifically, and without limitation, you shall not include any User-Generated Content in any emails or other communications which violate our Community Guidelines. You may not use the Event Services in any way (directly or indirectly) to send, transmit, handle, distribute, or deliver: (a) spam in violation of the CAN-SPAM Act (referenced below) or any other law; (b) email to an address obtained via Internet harvesting

methods or any surreptitious methods (e.g., scraping or harvesting); or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry. Promotional Emails sent through the Event Services include a link for the recipient to opt out of future Promotional Emails. You agree to comply with all opt-out promptly, unsubscribe, "do not call," and "do not send" requests, regardless of whether the email was sent through the Event Services or directly by you through your email service provider.

## **9. Suspension and Termination**

**9.1 Termination or Suspension by Us.** We, without prior notice, may suspend or terminate your Organization Account at any time in our discretion if your use of the Event Services violates this Organization Agreement, our Terms of Service, our Community Guidelines, or applicable law or if we otherwise believe that your use of the Event Services could cause damage to the Services, the rights of Users, or for any other reason even if not expressly outlined in this Organization Agreement. Our right to suspend or terminate your Organization Account does not limit our right to any other remedy available through this Organization Agreement or at law.

**9.2 Effect of Suspension or Termination.** Upon the effective date of suspension or termination of your Organization Account for any reason, all of your rights to create Events will cease. If you have Events scheduled at the time your account is suspended or terminated, all scheduled Events will automatically be canceled. Termination of your Organization Account may result in the deletion of your Organization Data (as defined in this Agreement) and your Organization Content, including your Organization contact list and the historical Events associated with your Organization Account. Your rights and obligations regarding your Event tickets purchased by Consumers through the Services shall survive termination of this Organization Agreement for any reason and shall remain subject to the terms and conditions of the agreement entered between you and the applicable Consumer.

**9.3 Account Deletion.** Provided you have no active Events posted on the Services, you may terminate your Organization Account anytime by going to "Manage Organization" then "Delete My Organization." If you have an Event posted, you must either cancel the Event or wait until after the Event is completed prior to deleting your account.

## **10. Promotional Rights**

You agree that we may reference your Organization and Events and place your name and logo on our Services and marketing materials relating to the Services, as well as in any press releases or customer "case studies" and the like. You hereby grant us a limited license to use your trademarks (name and logo) designated by you for such limited uses, subject to your trademark/logo usage guidelines, if any, provided by you to us. Notwithstanding the foregoing, you may request the removal of any such usage of your trademark/logo with written notice to us.

## **11. Consumer Data and Privacy**

**11.1 Consumer Data.** "Consumer Data" means all of the information and data collected through the Event Services, including, without limitation: (i) any transactional data; (ii) contact data; (iii) market or account data; (iv) Personal Information; and (v) the contents of any communications between you and a Consumer through the Services. You acknowledge and agree that you are responsible for any use of Consumer Data you access or receive through the Event Services. We are not responsible or liable for the retention, deletion, or misuse of any Consumer Data processed, stored, or entered into the Event Services by you or any third party acting on your behalf.

**11.2 Consumer Privacy.** "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. By accessing the Event Services and selling tickets to Events through the Services, you will receive and/or have access to the Personal Information of Consumers. You agree to comply with all applicable consumer privacy laws while accessing and using Consumer Personal Information, including, without limitation, the right of Consumers in certain situations to opt out (or opt-in, as the case may be) to the use of their Personal Information for promotional purposes and the rights of Consumers to request the deletion of Personal Information. You further acknowledge and agree that if we receive a request to delete the Personal Information of a Consumer, we may, at our option, honor such a request which may include the deletion of the Consumer's Personal Information from your contact list on the Event Services.

**11.3 Organization Content.** The Event Services may provide you with the option of uploading or entering Organization Content directly to the Event Services, and such information may include Consumer Personal Information added to your contact list. If you provide Consumer Personal Information to the Event Services, you acknowledge that such information will be treated by us in the same manner as if it were originally created through the Event Services and, as

such, it is subject to deletion in accordance with our Privacy Policy. Additionally, by uploading Consumer Personal Information to the Event Services, you represent and warrant that you have obtained such Personal Information in accordance with all applicable laws and that your use of such Personal Information through the Event Services will not violate any applicable law. You further acknowledge that we are located in the United States, and any Organization Content uploaded or entered into the Event Services will be transferred to and stored in the United States. By transmitting Organization Content to the Event Services, you consent to our collection, storage, and processing of Organization Content in the United States.

## **12. Representations and Warranties**

**12.1 Corporate Authority.** Each Party represents and warrants that performance by it of its obligations and responsibilities under this Organization Agreement: (i) is within its corporate powers; (ii) has been duly authorized by all necessary corporate action; (iii) will not violate any provision of its articles of incorporation or bylaws, or other applicable organizational documents, or any amendment thereof, or constitute or result in the breach of or default under or conflict with any statute or other law, or any order, regulation or ruling of any court or other tribunal or of any governmental or administrative agency; and (iv) will not violate any provision of, or constitute or result in a violation or breach of, or default under, or conflict with, any indenture, agreement, lease, instrument or other agreement to which such Party is a party or by which it or its property or assets may be bound and affected.

**12.2 Organization Warranties.** By creating your Organization Account, you represent and warrant that: (i) your Account Information is accurate and up-to-date; (ii) you have and will continue to comply with all applicable federal, state, and local laws, regulations, and ordinances while promoting and selling your Event tickets through the Event Services, including, without limitation, that your Organization Content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks), or other rights of others; (iii) you have all the required state and local licenses and permits to offer your Events to Consumers; and (iv) you will not use the Event Services to create or host any Events that violate any applicable local, state, provincial, national, or other laws.

You further represent and warrant that you: (i) are not located in, and you are not a national or resident of, any country subject to a United States embargo; (ii) are not a person or entity or under the control of or affiliated with a person or entity that appears on the: (a) U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Palestinian Legislative Council List; (b) U.S. Department of State's Terrorist Exclusion List; (c) Bureau of Industry and Security's Denied Person List; (d) Consolidated List published by the A.U. Department of Foreign Affairs and Trade; or (e) is subject to sanctions in another country; and (iii) are not listed in the MasterCard MATCH terminated merchant database or Visa terminated merchant file and your right to process transactions utilizing Visa, Mastercard, or any other payment network is not revoked or suspended.

## **Contact**

For questions regarding this Organization Agreement, contact us at [support@famtickets.com](mailto:support@famtickets.com).