

## EventYab TICKET SALES TERMS OF USE AND AGREEMENT

Event Organizer and/or ticket seller agrees to all of the following EventYab terms and policies:

1. Event organizer, promoter, ticket seller, venue representatives, or other authorized agents providing services or events for which tickets are sold are hereinafter referred to as "Producer". Producers using EventYab ticket selling services agree and understand these terms are a legal, binding, and enforceable agreement. Producer agrees that they are authorized to sell tickets for events or services. Fraudulent representation by a Producer, or of event(s), is a criminal offense, which voids this agreement and allows EventYab to fully refund tickets to ticket purchasers. EventYab will assist law enforcement in prosecuting any fraudulent use of EventYab ticket sales services, and will legally seek any and all compensation for damages due to fraudulent representation.

2. EventYab - EventYab is an independent company providing ticketing services for event Producers and venues. EventYab is not affiliated with any event producers or others providing services or events for which tickets are purchased. EventYab is solely acting as an intermediary between Producer and ticket purchaser for specific events. EventYab assumes no liability incidental to the event for which tickets are sold or purchased.

3. Scope of Agreement and Amendments - This agreement is limited to the individual event for which Producer is using EventYab ticket sales services (with exception to terms in section 11 of this Agreement "Event Cancellation", if it applies). EventYab reserves the right to change or modify the Producer terms of use and agreement at any time for subsequent events.

4. Amendments - EventYab reserves the right to amend this agreement at any time.

5. Event Promotion and Advertising - This Agreement does not obligate EventYab to promote or advertise the event for which tickets are sold. Producer acknowledges and understands it is Producer's sole responsibility to promote and/or advertise the event.

6. Ticket Pricing - For most events, EventYab provides Producer with ticket sales services with no initial fees or start-up charges, unless specifically agreed upon. Ticket pricing is solely determined by Producer. Producer is exclusively responsible for all city, municipal, county, district, state and federal taxes.

7. Ticket Purchaser Fees - Ticket purchasers will pay a service fee per transaction, which is charged and determined by PayPal based on location and is subject to change any time.

8. Possible Additional Fees - Should Producer choose, a third party entity may provide ticketing services through EventYab ticket processing system. In such an instance, the third party may charge a handling fee to ticket purchaser, to be determined by agreement between Producer, EventYab, and the third party. Likewise, a venue may charge a venue fee to ticket purchasers in an amount to be determined by Producer, EventYab, and the Venue. If your transaction requires a currency conversion, PayPal will use a retail exchange rate. The retail exchange rate is PayPal's wholesale cost of foreign currency (determined by an outside financial institution) plus a currency conversion fee. This fee depends on the currency you are converting into. For details, refer to the "Fees" > "Additional Fees" > "Currency Conversion Fee" section of the User Agreement of PayPal.

9. Point of Sale Terminals - In addition to on-line ticket sales, mobile ticket sales, or ticket sales by telephone through the EventYab call center, EventYab may sell event tickets through point of sale terminals at various locations at its own discretion. Producer understands that event tickets may or may not be offered for sale through EventYab point of sale terminals. Event Producer understands and agrees that point of sale terminal locations may change at any time and/or that EventYab may cease to offer point of sale terminal ticket sales for any and/or all events.

10. Ticket Availability and Over Sale Charges - Producer is solely responsible for setting the number of tickets available for purchase for each event. Producer agrees that the number of tickets for sale is within the legal fire regulations and venue capacity limitations as set forth by the city, municipality, county, district, state, and/or federal codes and/or laws. If over sales of tickets occur, Producer agrees the full ticket price, plus any and all EventYab services fees, will be refunded to ticket purchasers holding unused tickets. Producer further agrees that Producer will pay EventYab for the full ticket price and refunded service fees for tickets that are refunded due to over sale, and that said totals will be deducted from the total face value event ticket sale amount to be paid to Producer. EventYab reserves the right to withhold payment to Producers for up to 90 days after an event ends for events where tickets were oversold in order to provide refunds as necessary.

11. Event Cancellation - Producer agrees to notify EventYab immediately after the decision to cancel an event is made. EventYab reserves the right to issue full refunds to ticket purchasers, including service fees, for the canceled event. Producer agrees that if an event is canceled and full refunds are issued to ticket buyers, Producer will pay EventYab for any and all service fees originally charged to the ticket buyer, and additional costs, including but not limited to, EventYab refund processing fees, credit card charge back fees related to refunding tickets. Producer may offer replacement tickets for similar event(s) in place of a refund for the canceled event;

however, ticket purchaser is not obligated to accept replacement tickets in the place of a full refund. Additional fees may apply for physical tickets that need to be exchanged.

12. Rescheduled Events - Producer agrees refunds will be given to ticket purchasers for rescheduled events at the ticket purchaser's request. Should a ticket purchaser request a refund due to a rescheduled event, Producer agrees to pay EventYab for any and all service fees originally charged to the ticket buyer, and costs, including but not limited to any and all credit card charge back fees related to refunding tickets due to rescheduled events.

13. Change of Event Venue or Change of Event - Should the listed event venue change for any reason, Producer agrees that refunds will be given to ticket purchasers at the ticket purchaser's request. Additionally, should there be a change in the event; Producer agrees that refunds will be given to ticket purchasers at ticket purchaser request. Should a ticket purchaser request a refund due to an event venue change or event change, Producer agrees to pay EventYab for any and all service fees originally charged to the ticket buyer, and costs, including but not limited to, any and all credit card chargeback fees related to refunding tickets due to a change in the event venue or the change in the event.

14. Ticket Refund Policy - Producer agrees that at the event ticket purchaser's request, and at EventYab' sole discretion, EventYab may refund the face value of event tickets purchased through EventYab until ticket sales for that event end. Event ticket sales are final after sales have ended.

15. Force Majeure - A typical list of force majeure events include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, pandemics, lowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

In this case, EventYab reserves the right to issue full OR partial refunds to ticket purchasers subject to previous agreement between EventYab and the Producer. Producer agrees that if an event is canceled and full refunds are issued to ticket purchasers, EventYab will be paid for any and all service fees originally charged to the ticket purchaser, and all additional costs, including but not limited to, credit card charge back fees related to refunding tickets. The ticket purchaser is responsible for EventYab service fees, while Producer will hold responsible to

EventYab for any other fees related to refunding process.

16. Account Settlement - Generally, EventYab will either make an online payment or mail a check/cheque payment via the Canada Post, to Producer within ten (10) business days after the event end date. However, EventYab cannot guarantee Producer will receive the check within ten (10) business days due to sometimes inconsistent delivery times by the Canada Post. If Producer has not received the check thirty (30) days after the event ends, EventYab will issue a replacement check, and put a stop payment on the original check, at no charge to Producer. If Producer has not received the check fifteen (15) days after the event ends and does not want to wait thirty (30) days, Producer can request a replacement check, but must pay a 40 CAD fee to stop-payment the original check.

All payments will be for the face value of tickets sold, minus any service fees or costs to Producer for ticket over sales (see Ticket Availability and Over Sale Charges terms above), canceled events, rescheduled events, or replacement ticket fees (see Event Cancellation and Rescheduled Event terms above). Should Producer be delinquent in payment of any loans, costs, and/or fees to EventYab for any other or prior scheduled event or contractual agreement between EventYab and Producer, Producer agrees that EventYab may offset any such outstanding balances with funds from a current event prior to paying Producer. Producer agrees and understands that EventYab has the right to withhold any and all payments to Producer for up to 90 days after the end of the event for any reason.

17. Chargebacks – A chargeback happens when a ticket purchaser disputes a charge with their financial institution. The cardholder's financial institution investigates whether the cardholder is entitled for a refund or not. Event Producer is responsible for any chargebacks. Event Producer may reduce the risk of chargebacks by choosing a refund policy, and being responsive to any refund requests on timely manner, regardless of the refund policy. Even with a "No Refund" policy, some refunds may proceed, as some chargebacks initiates directly by the financial institution which is beyond EventYab's reach and control.

If a Ticket Purchaser initiates a chargeback, EventYab's policy is to investigate and respond to all chargebacks on behalf of organizers. There are subtle differences in the way we enforce our policy depending on the chargeback date relative to the event start date, the chargeback reason, and the payment processor. EventYab will communicate with PayPal and/or any financial institution involved in the dispute, and where relevant, provide evidence to investigate if the transaction was legitimate.

## 18. Indemnification and Hold Harmless

a. At its own expense, Producer agrees, acknowledges, and understands it will indemnify and hold harmless EventYab, its officers, agents, employees and assigns, from and against all claims, demands, losses, costs, penalties, damages, judgments and suits at law or in equity, of whatsoever nature (hereafter "actions"), brought against EventYab arising from, in connection with, or incident to the performance of, or failure to perform the provisions of this Agreement by Producer, its officers, agents, employees or assigns. Producer further agrees to defend EventYab in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced thereon arising out of or in connection with such acts or activities authorized by this Agreement.

b. The above indemnity obligation shall not include such claims, costs damages or expenses that may be caused by the sole responsibility of EventYab. Additionally, if the claims or damages are caused by or the result from the concurrent negligence of (a) Producer, its officers, agents, employees or assigns and (b) EventYab, its officers, agents, employees or assigns, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Producer and that of its officers, agents, employees or assigns.

19. Severability - If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

20. Limitation of Liability - Producer understands and agrees that EventYab shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if EventYab has been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will EventYab' total cumulative damages exceed 100 CAD.

21. Disclaimer of Warranties - Producer understands and agrees that the EventYab ticketing service is provided on an "as is" and "as available" basis, and that EventYab assumes no responsibility for the timeliness, deletion, failure to store, or retention of any user communications or personalization settings. EventYab will not be liable for failure to perform

any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of EventYab.

22. Ownership of Intellectual Property - Producer agrees not to post material that Producer does not have an ownership right of patent, copyright, and/or other intellectual property right to. EventYab reserves the right to remove any content from an event page or custom Producer page that may infringe on the intellectual property rights of a third party.

23. Disputes - The parties agree that any dispute will be governed by the laws and codes of the Province of British Columbia, Canada. The parties further agree that in the event any legal action is instituted, mediation, arbitration, or any other legal action, by either party, jurisdiction and venue will be in the City of Vancouver, Province of British Columbia, Canada.

24. Entire Agreement - This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

25. Effective Date - These terms, conditions and policies are effective as of May 1, 2016.

Ticket purchaser agrees to all of the following terms and policies:

1. EventYab - EventYab is not affiliated with any event producers or others providing services or events ("producer") for which tickets are purchased. EventYab is solely acting as a ticketing service provider between producer and ticket purchaser for specific events. EventYab assumes no liability incidental to the event for which tickets are sold or purchased. Ticket purchaser assumes all risks associated with attendance of events.

2. Ticket Delivery - Ticket delivery options are event specific and are determined by producer. Ticket purchaser assumes all risk of ticket loss, theft, delay, damage, or destruction during delivery of tickets. Tickets lost, stolen, delayed, damaged, or destroyed during delivery will not be replaced.

3. Canceled/Rescheduled Events - Producers or others outside the control of EventYab may cancel or reschedule events. It is at the producer's discretion whether to refund the ticket price or exchange the tickets for a similarly equivalent event should a cancellation or rescheduling occur. EventYab will provide instructions on its website on how to exchange event specific tickets, or obtain ticket price refunds, should an event be cancelled or rescheduled. Service charges and mailing costs will not be refunded in the event of a canceled or rescheduled event.

#### 4. Pricing, Availability and Seating

a. Event ticket prices are set by the event producer, not EventYab. For most ticket sales in Canada and for events with ticket sales in Canadian Dollars, the EventYab service fee is set to zero; however a service fee currently charged by PayPal per transaction. There may be certain events for which EventYab service fees will be higher, and/or times when any additional fee may be added by the event organizer or the venue.

b. For some events, an EventYab affiliate may provide event ticket sales through EventYab's processing system. In such an instance, an EventYab affiliate will offer ticket sales through the affiliate's website, by agreement between EventYab, the affiliate, and the event producer. There may be an additional service fee for event tickets purchased through any EventYab affiliate website.

c. The number of tickets sold for an event is set by the event producer, not EventYab. EventYab will not be held liable for ticket oversales. Should tickets be oversold by the producer, the producer has discretion as to the method of refund, including but not limited to event price refund, or ticket exchange for a similarly equivalent event. Should over sale occur, only whole, non-perforated tickets will be refunded or exchanged.

d. Venue seating charts are provided by producer, and/or the venue, not EventYab. EventYab is not responsible for incorrect seating information, or ticket holder dissatisfaction with selected seating. Any seating dispute is between ticket purchaser and producer and/or venue. Service charges and mailing costs will not be refunded if event tickets are oversold, or if a ticket purchaser is dissatisfied with selected seating. Event Producer will be charged an administration fee of 200 CAD for any change to the venue seating chart after ticket sales start date

5. Lost, Stolen, Destroyed Tickets - Lost, stolen, delayed, damaged, or destroyed tickets will not be replaced or refunded, including tickets lost, stolen, delayed, damaged, or destroyed during delivery to ticket purchaser.

6. Refunds and Exchanges - All sales are final. Please review ticket ordering information carefully prior to ticket purchase. EventYab will not refund or exchange tickets, unless event is canceled or rescheduled (see Canceled/Rescheduled Events above). Event Producer will be charged a minimum administration fee of 5.00 CAD per transaction.

7. Privacy Policy - There may be events for which the event producer requires the personal information of the ticket purchaser. For other events, the producer will give the option to ticket purchaser at the time of ticket purchase to provide the ticket purchaser name and contact information, including mailing address, email address, and telephone number, to event producer. Once ticket purchaser opts to provide name and contact information to producer, or purchases tickets to which an event producer requires the personal information of the ticket purchaser, EventYab is not responsible for producer's use of such information. Should ticket purchaser opt NOT to provide contact information, ticket purchaser understands and agrees that only ticket purchaser's name and city and state of residence will be passed to producer.



8. Order Cancellation - EventYab reserves the right to cancel ticket orders for any reason, not limited to incorrect billing information and/or fraudulent ticket purchasing.

9. Resale of Tickets - Tickets purchased through EventYab are for individual use only and not for resale. Resale will automatically void tickets, barring refunds, exchanges, and entry into event.

10. Effective Date - These terms, conditions and policies are effective as of May 1, 2016.