

Merchant Agreement

This Merchant Agreement and the rights and obligations contained in this Merchant Agreement are in addition to and are incorporated into the Kwivrr Terms of Service by reference. Nothing in this Merchant Agreement will be deemed to modify, waive, amend or rescind any other term of the Terms of Service. Please read this Merchant Agreement carefully: it contains important information about payment and refund terms and requirements, event prohibitions, rights you provide to us, and other rights, representations and liabilities. Further, any terms herein are governed by the dispute resolution terms (and subject to all other terms of the Terms of Service, including the arbitration provisions set forth in Section 9 of the Terms of Service. We recommend that you read those Terms, as they may affect your rights.

Who We Are.

1.1 Kwivrr.

Welcome to Kwivrr!

Our mission is to cultivate discovery through people and their stories. We are here for the creators, the observers and the undecided.

That's our fancy way of saying 'We surround you with the people and stories you know while introducing you to new communities and topics.'

Kwivrr brings all your favorite social sites together into one convenient place and gives you an extra flare of benefits. Whether you're casually scrolling or striving to earn a little extra money, Kwivrr has something for you.

1.2 The Services.

Kwivrr's products, features and offerings are available

1. online through various Kwivrr sites ("Site(s)");
2. off platform, including without limitation, RFID, entry management, sponsorship and marketing or distribution services; and

3. through mobile applications, webpages, application programming interfaces, and subdomains ("Applications").

(a), (b), and (c) are collectively referred to as "Kwivrr Properties" or our "Services". Kwivrr is a Utah corporation with its principal place of business at 707 West 700 South Suite 101 Woods Cross Utah, 84087 ("Kwivrr," "us," "we" or "our"). When this Merchant Agreement mentions "Kwivrr," "we," "us," or "our," it refers to Kwivrr, Inc. and its Affiliates, and subsidiaries, and each of its and their respective officers, directors, agents, partners and employees. 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 this Merchant Agreement or thereafter. For purposes of this Agreement, "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.

1.3 Organizers and Consumers.

When this Merchant Agreement uses the term "Organizer" we mean event/content creators using the Services to create, list or promote events for consumers using our Services

1. to consume information about, or purchase tickets for events from Organizers ("Consumers"), or
2. for any other reason.

Organizers, Consumers and third parties using our Services are all referred to in these Terms collectively as "Users", "you" or "your".

Our Merchant Agreement.

2.1 Purpose.

The following policy sets forth the terms and conditions upon which Organizers can use the Services to create, promote and/or collect sales proceeds for selling tickets and/or registrations to an event (this "Merchant Agreement"). By accepting the Terms of Service, you agree to the terms of this Merchant Agreement without modification and enter into a binding contract with Kwivrr, which will be applicable when and if you use the Services to create, promote and/or collect sales proceeds for selling tickets and/or registrations to an event.

3. Additional Registration Information.

3.1 Additional Information.

As part of the creation of a paid event or at any time following such creation, you may be required by Kwivrr to provide additional information (beyond the information required to register for the Services) about yourself, the entity you represent (if any) and the principals/beneficial owners of the entity you represent (if any) (collectively, "Additional Registration Data"). As an example, the Additional Registration Data may include current address, doing business as (DBA) names, description of products, website address, bank account or other payment account information, Tax Identification Numbers, date of birth, passport or drivers license number, country of origin, copies of government identification documents and other personal information. This information may be used to verify your identity, the validity and/or legality of your transactions and/or whether you qualify to use the Services for paid events. You agree to: (a) provide this information in a timely, accurate and complete manner and (b) maintain and promptly update this information in a timely manner to ensure it remains accurate and complete at all times.

3.2 Disclosure Authorization.

Organizer agrees that Kwivrr is permitted to share Registration Data (as defined in the Terms of Service), Additional Registration Data and information relating to your events and transactions on the Services with our Payment Processing Partners (as defined below), the Card Schemes (as defined below) and Alternative Form of Payment Frameworks (as defined below) and with your bank or other financial institution, in each case to the extent your transactions or events involve such third parties. In addition, you authorize Kwivrr to verify your Registration Data and Additional Registration Data and conduct due diligence on you through third parties, including third party credit reporting agencies.

3.3 Failure to Provide.

We reserve the right to suspend your Kwivrr account or to withhold any amounts due to you in the event that we reasonably believe that your Registration Data or Additional Registration Data is inaccurate or if you fail to provide all Registration Data or Additional Registration Data within the timeframes requested.

4. Payment Methods; Payment Process.

4.1 Overview.

(a) Payment Method.

"Kwivrr Payment Processing," "KPP," or the "KPP Service," in which Kwivrr acts as Organizer's limited payments agent for the purpose of processing Event Registration Fees using its Payment Processing Partners (as defined below).

(b) Kwivrr's Role.

For the avoidance of doubt, Kwivrr does not and will not provide banking, deposit taking, stored value, insurance or any other financial services to an Organizer other than, for Organizers who elect KPP, serving as a limited payments agent as set forth below. To provide the KPP Service, Kwivrr utilizes third party gateways, payment processors, merchant acquirers and/or merchant acquiring banks with which we have relationships (collectively, "Payment Processing Partners") and both Organizers and Kwivrr are subject to the rules and regulations of such Payment Processing Partners. Additionally, in certain instances, for you to participate in the KPP Service, you must have entered into a separate agreement with our Payment Processing Partner (the "Payment Processor Agreement"). For convenience, Kwivrr shows you a balance of proceeds for your events in your Kwivrr account, however, that balance merely reflects the amount of Event Registration Fees collected by our Payment Processing Partners (KPP), and in the case of KPP, represents only a general unsecured claim against Kwivrr and not a store of value or a deposit/current account.

(c) Confirmations.

Upon an order being placed by a Consumer and confirmed through Kwivrr, Kwivrr generates a confirmation message and issues a unique confirmation number for such Consumer's order. Organizer agrees to unconditionally accept, honor and fulfill all ticketing, registration, merchandise and donation commitments that have been confirmed by Kwivrr through the Services. Organizer agrees it is Organizer's responsibility to verify a Consumer's confirmation number and/or any event restrictions prior to the applicable event.

(d) Fees.

Organizer agrees to pay Kwivrr all applicable service fees for each ticket, registration or other item sold or donation solicited via the Services (the "Kwivrr Service Fee"). To the extent Organizer uses KPP, Organizer also agrees to pay Kwivrr the additional Eventbrite Payment Processing fee (the "Eventbrite Payment Processing Fee") for each ticket, registration or other item sold or donation solicited via the Services. The current fees can be found [here](#). Note that these fees are subject to change from time to time with respect to transactions that occur following the change.

In addition, Organizer may from time to time request additional Services from Kwivrr, including without limitation marketing and promotion services, equipment leasing, on-site services, printed tickets and dedicated account management, which Kwivrr may provide at its discretion and the terms of which will be covered by a separate written agreement. Fees for such ancillary Services (the "Ancillary Fees") will be disclosed to Organizer prior to Organizer's acceptance of such Services. The Kwivrr Service Fee, the Kwivrr Payment Processing Fee and the Ancillary Fees are referred to herein as the "Fees." In addition to such Fees, Kwivrr may also charge you, at Kwivrr's standard rates, for research, including, but not limited to,

1. research required to respond to any third party or government subpoena, levy or garnishment on your account, and
2. research and activities necessary to verify and execute any payee change, whether pursuant to the Uniform Commercial Code (as discussed further below) or court order.

Kwivrr may charge various fees to Consumers that are not passed on to Organizers, related to ticket sales, processing, handling, and access to various Kwivrr content and services. We have sole discretion to set and assess such fees.

4.2 Kwivrr Payment Processing.

(a) Underwriting.

If you have requested KPP, then upon receipt of Additional Registration Data and if applicable your separate acceptance of the Payment Processor Agreement, Kwivrr will determine, in its discretion (which may be based on input from our Payment Processing Partners), whether you are qualified to use KPP. For risk management and security reasons and to meet the requirements imposed by our Payment Processing Partners, we may from time to time in our discretion impose a transaction limit on the amount of any given transaction that you process through KPP and you authorize us to reject any transaction

over that limit. We may also from time to time in our discretion impose a reserve requirement on you under Section 4.3(f).

(b) Payment Process.

When using KPP, payment processing occurs directly through our Payment Processing Partners, and you understand and agree that within five (5) business days after the successful completion of an event, Kwivrr will on your behalf cause our Payment Processing Partners to pass along to you all Event Registration Fees related to such event that have been processed by our Payment Processing Partners, subject to

1. deduction of all applicable Fees then due;
2. our right of setoff against any debts or other amounts owed to us or any of our Affiliates by you or any of your Affiliates under this Merchant Agreement, the Terms of Service or other applicable agreement for Services provided by Kwivrr or any of its Affiliates;
3. any other deductions authorized pursuant to this Merchant Agreement; and
4. any reserves established as set forth in subsection (f) below.

Such payouts will be made only to the payout information designated by the Creator on the Services under "Payments & Payouts." Payouts are made by wire transfer, or for Creator with Event Registration Fees in USD only, by check to an address in the United States or Canada. In addition, KPP may allow you to accept payments from card based payment networks, such as Visa®, MasterCard®, American Express® and Discover® (collectively, the "Card Schemes"), and non-card based payment networks such as direct debit and other alternative forms of payment (the "Alternative Form of Payment Frameworks"). Except to the extent that the Commercial Entity Agreement (as defined below) is applicable to you, and notwithstanding the Payment Processor Agreement you may have entered into with our Payment Processing Partner, or a Card Scheme, you are not a direct party to any agreement with any Payment Processing Partner, Card Scheme or Alternative Form of Payment Framework, nor are you a third party beneficiary of any such agreement. In addition, by accepting a particular Card Scheme payment type (e.g., MasterCard, Visa, American Express), you are authorizing the owner of that Card Scheme and its affiliates to use your name, address and website URL in any media from time to time. You agree that, regardless of the delivery option used by Kwivrr to make a payout to you, you will not request or use any information related to that payout method (including, but not limited to, any check or check information) for any purpose that you know or should know to be fraudulent, erroneous or otherwise in violation of this Merchant Agreement.

You understand and agree that you are responsible for maintaining the security of and control over any check issued to you under the Terms of Service, including this Merchant

Agreement. If a check we issue to you is lost, stolen, or otherwise fraudulently or erroneously obtained or presented, you agree that you are responsible for any and all losses arising from the loss, theft, or misuse of the check. You agree that we are entitled to pay any check issued to you under the Terms of Service, including this Merchant Agreement, regardless of who presents the check for payment and regardless of whether the check was lost, stolen, or otherwise fraudulently or erroneously obtained or presented. To the maximum extent permitted by applicable law, and in addition to other limitations of liability set forth in the Terms of Service, including this Merchant Agreement, you agree that we will not be liable for any check we provide to you, or any loss arising therefrom, that is lost, stolen, fraudulently, or erroneously obtained, endorsed, cashed, or deposited.

You agree to reimburse us for all claims, losses, costs, and damages we incur regarding any check issued to you, and you agree to reimburse us for all claims, losses, costs, and damages we incur because the check is cashed or deposited more than once, resulting in duplicate payments.

For ACH transactions, if any bank account number you provide to us, including a bank account number you provide as part of your Additional Registration Data, is inaccurate, you agree that we are still entitled to make payment to that account number, even if the bank account is not owned by you. You agree that we may rely solely on the bank account number you provide to us as the proper identification of your bank account, even if the bank account number identifies a different account from your account. You also agree to reimburse us for any losses or expenses we incur as a result of our reliance on any bank account number you provide to us.

You agree that we may, from time to time, in our sole discretion, without notice to you,

1. setoff against your or your Affiliate's reserve as defined under Section 4.3(f),
2. setoff against any Event Registration Fees you receive and any other fees for Services provided to you or any of your Affiliates by Kwivrr or any of its Affiliates (including for any Kwivrr fees or any other amounts you owe to Kwivrr under this Merchant Agreement, the Terms of Service, or any other agreement between you and us), or both (a) and (b), based upon the level of refunds, disputed charges, chargebacks, customer complaints, allegations of fraud, changes in your or your Affiliate's credit profile or the underlying event(s)' risk profile, fraudulent conduct by you, any of your Affiliates or anyone acting on your behalf, or breaches of the Terms of Service or any other agreement between the Creator and Kwivrr, including this Merchant Agreement or any other applicable agreement for Services provided by Kwivrr or any of its Affiliates.

We may exercise such setoff rights before we make any payout, whether by check or by wire transfer, to you. We are not liable to you for any claims resulting from our decision to exercise our setoff rights. We may also exercise any of our rights and remedies under Section 4.5 of this Agreement regarding recovery of such amounts due and owing to us from you.

You understand that we may also debit your Event Registration Fees if Kwivrr is served with legal process seeking to attach or garnish any of your funds or property in Kwivrr's possession.

You also understand that, as provided under Section 9-406 of the Uniform Commercial Code, we may be required, upon receipt of a notice of assignment and payment direction from your secured party (lender), to pay all or a portion of your Event Registration Fees as directed by your secured party. If we receive such a notice and direction, we will, after deducting our fees and expenses of compliance as provided above, make payments to your secured party as so directed without notice to you.

(c) Appointment as Agent.

With respect to any events for which the Creator uses KPP, Creator hereby appoints Kwivrr as Creator's limited payment agent for the purpose of facilitating the receipt of payments made by Consumers for such events through our Payment Processing Partners, and the disbursement of those payments to Creator. Creator agrees that a payment made by a Consumer that is processed by Kwivrr will be considered the same as a payment made by a Consumer directly to Creator and Creator will sell or provide all advertised goods and services to the Consumer as if Creator had directly received the Event Registration Fees from such Consumer, regardless of whether the Event Registration Fees have yet to be or are ever received from Kwivrr. Organizer agrees that Kwivrr, in its role as limited payments agent, is authorized to

1. enable Consumers to transfer or upgrade a ticket and/or registration (if such transfers are permitted by Creator during the event registration process);
2. hold, disburse and retain proceeds on Creator's behalf pursuant to this Merchant Agreement, or otherwise instruct our Payment Processing Partners to do so;
3. issue refunds to Consumers as set forth in Section 4.4 below; and
4. manage credit card chargebacks as set forth in subsection (g) below.

In accepting appointment as the limited agent of Creator, Kwivrr assumes no liability for any acts or omissions of Creator and Creator understands that Kwivrr's obligation to pay Creator is subject to and conditional upon Consumers' actual payment of Event Registration Fees. Creator further authorizes Kwivrr to delegate its obligations under this

Merchant Agreement to certain of its affiliated entities both within and outside the United States, provided, that Kwivrr will remain liable for the discharge of its obligations under this Merchant Agreement by such affiliated entities.

(d) Advances.

Creator agrees that all Event Registration Fees for a given event are earned by Creator only following the conclusion of the applicable event. Kwivrr, in its discretion, may determine to advance a portion of Event Registration Fees to Creator prior five (5) business days after the successful completion of an event, on such terms and conditions set forth in

1. this Merchant Agreement;
2. the applicable agreement for Services entered into by you and Kwivrr; and/or
3. such terms that Creator and Kwivrr agree to in a separate agreement.

Creator agrees that any payments made by Kwivrr of Event Registration Fees prior to the fifth (5th) business day after the end date of the successful completion of the applicable event are merely advances of amounts that may become due to Creator under this Merchant Agreement. If Kwivrr decides to advance a portion of Event Registration Fees to Creator, Creator acknowledges and agrees that Kwivrr may at any time (x) terminate or suspend Creator's right to receive such advance payments; and/or (y) alter the terms (i.e. frequency, reserve rate and maximum aggregate cap) of such advance payments made to Creator. In addition, Creator agrees that Kwivrr may demand back such advances (or any portion thereof) from time to time in its discretion based upon the level of refunds, disputed charges, chargebacks, customer complaints, allegations of fraud, changes in Creator's credit profile or the underlying event(s)' risk profile, or breaches of the Terms of Service, including this Merchant Agreement. Upon receipt of notice of any such demand, Creator will thereupon promptly pay back to Kwivrr the portion of any such advance demanded. Creator acknowledges and agrees that Kwivrr has the right to withhold funds as set forth in Sections 4.3(b) and 4.5(a) of this Merchant Agreement. Creator also acknowledges and accepts its obligations under Section 4.3(g) and 4.4(c) of the Merchant Agreement, including its obligations to reimburse Kwivrr for refunds and credit card chargebacks.

(e) Cancellations; Nonperformance.

No payments will be made to Creator with respect to any event that is cancelled or with respect to which Kwivrr believes there is a risk of cancellation or nonperformance, unless Kwivrr receives adequate security (as determined by Kwivrr in its discretion) for Organizer's obligations under this Merchant Agreement. Kwivrr may elect, but is not obligated, to issue full or partial payment to Creator for a cancelled event after a stated period for refund requests has concluded, and for clarity, Creator will remain fully responsible for

Chargeback Costs (as defined below). In addition, no Event Registration Fees for a given event will be settled to Creator until that event is successfully completed. If payments have already been settled to a Creator for a cancelled event, Creator will immediately refund to a payment address designated by Kwivrr all such payments upon cancellation of such event for the purpose of effecting refunds if refunds are being made under Section 4.4. You are responsible for complying with the requirements of Section 4.4 and the requirements of the Creator Refund Policy Requirements which are in addition to and are incorporated into the Terms of Service by reference. If you do not remit funds due to Kwivrr that are sufficient to cover refunds due to Consumers for an event cancellation or nonperformance, including, but not limited to, any mandatory refunds under Section 4.4(c) below, then you acknowledge and agree that the amount of such funds shortfall will become due and owing from you to us under these Terms of Service, including this Merchant Agreement, until you have satisfied the amount in full and such amounts are also subject to the provisions of Sections 4.4(f) and 4.5 of this Agreement.

(f) Reserves and Kwivrr Right of Setoff.

Kwivrr reserves the right to retain a certain percentage of Event Registration Fees and any other fees for Services provided to you or any of your Affiliates by Kwivrr or any of its Affiliates (with such percentage being determined by Kwivrr in its discretion) to fund a reserve

1. at any time as we determine in our discretion to be necessary based upon the level (or expected level) of refunds, disputed charges, chargebacks, customer complaints, allegations of fraud or changes in Creator's credit profile or the underlying event(s)' risk profile; and
2. as otherwise necessary to secure the performance of your obligations under the Terms of Service, including this Merchant Agreement, or to protect Kwivrr against fraudulent or erroneous activity.

Kwivrr's right to hold a reserve will continue following the applicable event(s) and until either

1. Creator and any of its Affiliates have discharged all obligations under the Terms of Service or other applicable agreement for Services provided by Kwivrr or any of its Affiliates and the applicable periods for refunds, disputed charges, chargebacks, and complaints have passed or;
2. Creator and any of its Affiliates have otherwise provided Kwivrr or any of its Affiliates with adequate security (as determined by Kwivrr or its Affiliates in their discretion) for its obligations under the Terms of Service or other applicable agreement for Services provided by Kwivrr or any of its Affiliates, whether matured or unmatured, contingent or non-contingent, or liquidated or unliquidated.

Further, the reserve is subject to the right of setoff as set forth in Section 4.3(b). In the event that the exercise of our or our Affiliates' setoff right does not fully cover the amount of funds due and owing from you or any of your Affiliates to us or any of our Affiliates under the Terms of Service or other applicable agreement for Services provided by Kwivrr or any of its Affiliates, including this Merchant Agreement, then such amount of funds will be deemed due and owing to us until you have satisfied the amount in full.

(g) Chargebacks; Reversals.

Any credit card chargebacks or other transaction reversals ("Chargebacks") initiated against Kwivrr or its affiliates for any reason (except to the extent they are caused solely by Kwivrr's negligence or willful misconduct) with respect to an Creator's event and all related credit card association, payment processing, re-presentation, penalty and other fees and expenses (together with the amount of Chargebacks, "Chargeback Costs") incurred by Kwivrr or its affiliates in connection with such chargebacks will ultimately be the responsibility of Creator, and Creator agrees to promptly and fully reimburse Kwivrr for such amounts on demand. As part of Kwivrr's activity as limited payments agent, Kwivrr will use commercially reasonable efforts to manage the re-presentation of such chargebacks and reversals on behalf of Creator and Creator hereby authorizes Kwivrr to do so and agrees to use reasonable efforts to cooperate with Kwivrr in such re-presentation. However, Kwivrr will have no obligation to re-present any chargeback that it believes in its discretion it is more likely than not to lose or that relates to a transaction that should be refunded in accordance with the Kwivrr's refund policy or the provisions of Section 4.4(c) below. Understanding the nature of the Payment Scheme Rules (as defined below) and the discretion that they provide to the Card Schemes and Alternative Form of Payment Frameworks, both parties agree that Kwivrr's loss of any chargeback that has been re-presented by Kwivrr will not in any way limit Creator's obligation to reimburse Kwivrr and its affiliates under this paragraph.

(h) Currencies.

Kwivrr only provides the Kwivrr Payment Processing Service in United States Dollars. In addition, Event Registration Fees collected in a currency may only be paid out to Creator in the currency in which they are collected. Kwivrr does not provide currency conversion services.

(i) Payment Scheme Rules.

The Card Schemes and Alternative Form of Payment Frameworks require that you comply with all applicable bylaws, rules and regulations published by them from time to time (collectively, the "Payment Scheme Rules"). We may be required to change this Merchant Agreement in connection with amendments to the Payment Scheme Rules. Depending on what payment methods you elect to use in EPP, you may be subject to different Payment Scheme Rules. You agree to comply with any applicable Payment Scheme Rules as in effect from time to time. These Payment Scheme Rules, include without limitation, a requirement to submit only bona fide transactions, limits on how you use the Card Scheme logos and trademarks and authorization to use certain of your information to show that you participate in the Card Schemes. The Payment Scheme Rules are publicly available from the websites of the related Card Schemes and Alternative Form of Payment Frameworks.

(j) Special Payment Terms.

The following additional terms apply to the extent you use the corresponding payment option:

1. Recurring Payments/Layaway. Creator may use Kwivrr's "layaway" functionality, upon Kwivrr's prior approval. If Creator elects to use such functionality, Creator agrees to display all notices required by and to comply in all respects with all applicable local, state, provincial, national and other laws, rules and regulations and the Payment Scheme Rules, including with respect to consumer cancellations and refunds. No additional fees or increased prices may be charged for tickets purchased on "layaway" and the number of installments may not exceed four (4).

4.4 Refunds.

(a) Refund Policy and Process.

Regardless of what payment method is selected, Creator agrees to communicate a refund policy to Consumers with respect to each event posted on the Services. Creator agrees:

1. that such refund and such policy shall comply with the Creator Refund Policy Requirements; and
2. to administer such refund policy in accordance with its terms.

The Creator Refund Policy Requirements are incorporated by reference into this Merchant Agreement. All refunds for KPP transactions must be processed through Kwivrr, unless otherwise agreed by Kwivrr. For KPP transactions, the Creator can issue refunds to Consumers directly through the Services within certain windows permitted by our Payment Processing Partners. If the refund is outside such windows, then it will need to be processed manually by Kwivrr. Kwivrr may determine in its sole discretion to not process

any refunds that are manual, in which case they will be processed directly by the Creator. Consistent with the Consumer Refund Policy Requirements, refunds that you are responsible for due to the cancellation or nonperformance of an event are subject to the following refund requirements:

1. In the event of a full or partial event cancellation, Creator agrees to issue refunds to Consumers either by using backup funding sources within the Kwivrr platform (e.g. additional security sources) or remitting funds due for refunds back to Kwivrr so that refunds can be processed by Kwivrr on the Creator's behalf. Kwivrr reserves the right to set a time period after which refund requests received for a cancelled event will not be processed through the Kwivrr platform. Kwivrr may, but is not obligated to, elect to allow the Creator to refuse refunds for a cancelled event when the refund requests are received after that period, provided that the Creator will remain responsible for all Chargeback Costs.
2. Creator agrees that no refunds will be made outside of the Kwivrr platform (e.g. offline), and KPP refund transactions may only be employed for bona fide event refunds, and not for other activity such as money transfers, including without limitation cash advance transactions.
3. If Creator elects to remit funds back to Kwivrr so that Kwivrr can process refunds on Creator's behalf, Creator must remit funds to Kwivrr that are sufficient to cover refunds due to Consumers within 5 days of the cancellation of the event.
4. Creator agrees to notify Consumers of the event cancellation as soon as reasonably possible and prior to the event start time.
5. Creator will be the main point of contact for Consumers with refund requests, and Creator will instruct the Consumers not to contact Kwivrr with refund requests.
6. Creator will provide clear instructions and contact information to Consumers so that Consumers can make refund requests, or, alternatively, Creator will turn on the in-product refund request function within the Kwivrr platform and respond to any Consumer refund requests received.
7. Creator acknowledges that Kwivrr reserves the right to charge the Creator for the cost of any charge backs related to the cancelled event, and such amounts are also subject to the provisions of Sections 4.4(f) and 4.5 of this Agreement.
8. If the Creator cancels only part of a multi-day event, then Creator agrees to refund a pro-rata monetary value portion of the purchase price of a multi-day ticket based on the corresponding monetary value of the portion of the multi-day event that was cancelled. For example, if Creator sells a 3-day ticket to a festival for \$150, and cancels 1 day of the festival, the Creator must provide a \$50 refund to Consumers for the cancelled day.
9. If the Creator is offering Consumers a credit or other accommodation through which Organizer will "make good" on its obligations to Consumers in lieu of a purchase

price refund, then **(i)** such credit or other accommodation must be of equal or greater value to the value of the ticket for the cancelled event, and **(ii)** such value and all terms applicable to such credit or other accommodation (including but not limited to the period in which such credit or other accommodation must be used, if such limitations are permitted by applicable law (as to which Creator bears sole responsibility for compliance)) must be clearly communicated to the Consumers. The issuance of any credit or other accommodation is solely the Creator's responsibility and the Creator is responsible for compliance with all applicable local, state, provincial, national and other laws, rules and regulations. Creator agrees that it will be fully liable for the cost of chargebacks received related to purchases even if a credit, accommodation, or an "other make good" refund is given. Further, in the event that Creator fails for any reason to honor a credit or other accommodation, including without limitation by failing to hold the event(s) for which such credit or other accommodation was used, Kwivrr shall be entitled to exercise all rights under this Merchant Agreement, including but not limited to the right (but not the obligation) to issue refunds to impacted Consumer(s) and to collect such sums directly from Creator.

10. This subsection applies to credits offered to Consumers who purchased through KPP transactions. Creator agrees and understands that any funds associated with another "make good" issued in the form of a credit that is usable only for Creator's future events will, as between Kwivrr and the Creator, be processed by Kwivrr in the same manner as a refund from Creator's account in accordance with the terms of this Merchant Agreement, including without limitation, appointment of Kwivrr as a limited payments agent pursuant to Section 4.3(c) of this Merchant Agreement. Such credit, upon use, will be processed on the Creator's behalf by Kwivrr as part of the final settlement of the event in accordance with the terms set forth herein for the KPP Service. A credit will be deemed "used" once the Consumer either attends the concluded event to which the credit was applied or fails to attend the concluded event to which the credit was applied. However, if Creator has established a period in which such credit must be used and the credit is not used during the established period, such credit will be applied to Creator's account and settled with Creator's next scheduled payout, provided that Creator offered a substitute event that was ticketed and completed during the established period.

(b) Refund Disputes.

Regardless of what payment method is selected, all disputes regarding refunds are between Creator and its Consumers. In the event of a dispute, Kwivrr may try to mediate, but ultimately it is Creator's obligation to settle the dispute. Notwithstanding the foregoing, with respect to KPP transactions, Kwivrr will have the right to make refunds on Creator's behalf as set forth in subsection (c) below.

(c) Mandatory Refunds.

Notwithstanding the foregoing, Creator authorizes Kwivrr to make refunds in the following situations

1. Creator specifically authorizes the refunds at the time;
2. the event description presented to a Consumer at time of purchase is significantly different from the actual event;
3. Attendees are unable to attend the event due to failure of the Creator to adequately plan for capacity, ingress or egress, or attendance will otherwise subject the Consumer to safety concerns;
4. Kwivrr believes in its discretion that specific orders should be refunded under the Creator's posted refund policy or Kwivrr's Creator Refund Policy Requirements, including without limitation, that they are required by applicable local, state, provincial, national or other law, rule or regulation or the Payment Scheme Rules;
5. Kwivrr believes in its discretion that the refund request, if not granted, will lead to a chargeback that Kwivrr is more likely than not to lose;
6. Creator failed to list a refund policy on the applicable event page and Kwivrr believes in its discretion that a refund would be reasonable under the circumstances;
7. Kwivrr believes in its discretion that specific orders are fraudulent (e.g., made with stolen credit cards or otherwise not bona fide transactions); or
8. Kwivrr believes in its discretion that the order is a duplicate.

Creator also authorizes Kwivrr to make refunds of any and all orders (including those for unrelated events) if

1. Kwivrr believes in its discretion that Creator has engaged in any fraudulent activity or made any misrepresentations;
2. Kwivrr believes in its discretion that there is substantial risk of nonperformance by Creator with respect to the applicable event or future events;
3. Kwivrr believes in its discretion that it is likely to receive complaints, refund requests, transaction reversals and/or chargebacks with respect to a substantial amount of orders; or
4. Kwivrr believes in its discretion that Creator is a Prohibited Merchant, has used the Services to process Prohibited Transactions or to manage Prohibited Events or that failing to make the refunds would otherwise expose Kwivrr to legal liability.

Because all sales are ultimately made by Creators, Creator hereby agrees to promptly and fully reimburse Kwivrr and its affiliates upon demand for refunds that Kwivrr makes pursuant to this Merchant Agreement, other than to the extent that the necessity for such refunds is caused by Kwivrr's negligence or willful misconduct. Creator acknowledges and agrees that chargebacks will result in losses to Kwivrr in excess of the amount of the underlying transaction and that by refunding transactions in advance of a chargeback

Kwivrr is mitigating such losses and its damages with respect to Creator's breach of this Merchant Agreement. If you do not remit funds to Kwivrr that are sufficient to cover mandatory refunds as described by this Section 4.4(c) for an event cancellation or nonperformance, then you acknowledge and agree that the amount of such funds shortfall will become due and owing from you to us under the Terms of Service, including this Merchant Agreement, until you have satisfied the amount in full and such amounts are also subject to the provisions of Sections 4.3(f) and 4.5 of this Agreement.

4.5 Non-Exclusive Remedies; Taxes.

(a) Non-Exclusive Remedies.

If Creator fails to pay to Kwivrr or any of its Affiliates any amount owed pursuant to the Terms of Service (including without limitation this Merchant Agreement) or any other applicable agreement for Services provided by Kwivrr or any of its Affiliates when due and following a late payment notice being delivered by Kwivrr, such amount will bear interest calculated from the date due until paid in full at a rate equal to the lesser of

1. one percent (1%) per month, compounded monthly; and
2. the maximum amount permitted by applicable local, state, provincial, national or other laws, rules or regulations.

In the event any amounts are owed by Creator or any of its Affiliates to Kwivrr or any of its Affiliates under the Terms of Service (including without limitation this Merchant Agreement) or any or other applicable agreement for Services provided by Kwivrr or any of its Affiliates, Kwivrr or its Affiliates may, without limiting its other rights and remedies and to the extent permitted by applicable local, state, provincial, national or other laws, rules or regulations

1. withhold any amounts due to Creator or any of Creator's Affiliates, whether for a particular event or for any other event that Creator or any of Creator's Affiliates lists through the Services or other applicable agreement for Services provided by Kwivrr or any of its Affiliates, and use the withheld amount to setoff the amount owed by Creator or any of Creator's Affiliates to Kwivrr or any of its Affiliates; and/or
2. send an invoice to Creator or any of its Affiliates for such amounts to the extent Creator's or any of its Affiliate's outstanding balance is insufficient to cover these costs, in which case Creator or any of its Affiliates will pay Kwivrr or any of its Affiliates such invoiced amounts within thirty (30) days after the date of the invoice.

If payment for any amounts due to Kwivrr or any of its Affiliates hereunder is not made by Creator or any of its Affiliates when due and after receiving a late payment notice from Kwivrr or any of its Affiliates, Kwivrr or any of its Affiliates reserves the right, in its discretion and without limiting its other rights and remedies, to suspend or terminate Creator's or any of Creator's Affiliate's registration for any Services provided by Kwivrr or any of its Affiliates

(including any and all accounts that Creator or any of Creator's Affiliates may have). In addition, any such unpaid amounts due and owing to Kwivrr or any of its Affiliates are subject to collections in accordance with Section 4.5(b).

(b) Collections; Costs of Recovery.

Kwivrr reserves the right to pursue any late and unpaid amounts due and owing to Kwivrr or any of its Affiliates for collections if such amounts are not paid within thirty (30) days after the date of the invoice. In addition, Creator agrees to promptly and fully reimburse Kwivrr or any of its Affiliates upon demand for all out-of-pocket costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Kwivrr or any of its Affiliates in collecting past due amounts or any other amounts due and owing from Creator or any of its Affiliates under this Merchant Agreement, the Terms of Service or any or other applicable agreement for Services provided by Kwivrr or any of its Affiliates. Creator and any of its Affiliates agree that if Kwivrr or any of its Affiliates must seek collections for past due amounts and Creator or any of its Affiliates does not respond or pay in full after receiving a collection notice, Kwivrr or any of its Affiliates reserves the right to pursue outstanding balances through judicial proceedings, and such actions are expressly excluded from any arbitration provisions set forth in the Terms of Service.

Use or any or other applicable agreement for Services provided by Kwivrr or any of its Affiliates.

(c) Taxes.

1. You are solely responsible for determining which, if any, sales, use, amusement, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to your use of the Services and to sales you make using the Services. You agree that it is your sole responsibility to, and that you will, collect and remit the correct amounts of all such Taxes to the applicable governmental authorities ("Tax Authorities"). Kwivrr does not represent, warrant or guarantee that any tax tools or tax calculators ("Tax Tools") provided to you will meet all tax requirements that may be applicable to you or that such Tax Tools will result in your collection or remittance of all applicable Taxes, which Taxes may vary based on the nature of your event, the nature of your tax status (individual, entity, business, consumer, etc.), your location, the location of your Consumers, credits and deductions for which you may qualify and other factors, and you hereby release Kwivrr from any and all liability with respect to your use of the Tax Tools. None of such Tax Tools should be considered legal or tax advice. If you do collect Taxes and use Kwivrr Payment Processing, Kwivrr will pay such amounts to you at the same

time as the underlying Event Registration Fees. You are responsible for remitting all such Taxes to the appropriate Tax Authorities. If you use any Tax Tools that require you to input a tax registration number, you represent and warrant that such tax registration number is true and correct. Kwivrr cannot give you legal or tax advice, so please be sure to check with your own tax advisor about any applicable Taxes. In the event that a Tax Authority requires Kwivrr to pay any Taxes attributable to your use of the Services or to sales you make using the Services, you agree to promptly and fully reimburse Kwivrr for such Taxes upon demand and all costs, penalties, interest and expenses related thereto.

2. Notwithstanding the preceding paragraph, Kwivrr may, in certain jurisdictions, be required to collect and remit Taxes for your sales of tickets and/or registrations facilitated using the Services. In order to determine whether any Taxes must be collected on your behalf, Kwivrr may request certain information when you create an Event using the platform. Such information may relate to your tax exempt status, the nature of your Event and/or other similar information. If such information is requested, you represent and warrant that the information you provide is true and correct. Kwivrr cannot give you legal or tax advice, so please be sure to check with your own legal and/or tax advisor about any information you provide through the platform. In the event that a Tax Authority requires Kwivrr to pay any Taxes attributable to your Event as a result of the information you provided Kwivrr being incorrect, you agree to promptly and fully reimburse Eventbrite for such Taxes upon demand and all costs, penalties, interest and expenses related thereto.
3. Notwithstanding paragraph (i) in this section, Kwivrr may, in certain jurisdictions, be required to collect and remit Taxes on Kwivrr Service Fees and Kwivrr Payment Processing Fees ("Kwivrr Fees") to the Tax Authorities. In such jurisdictions, Kwivrr will collect from you Taxes on Kwivrr Fees, and you agree to pay such Taxes. Kwivrr may, at its sole election, invoice you for Taxes on Kwivrr Fees or withhold (from amounts it would otherwise pay to you) the amount of Taxes on Kwivrr Fees. With the exception of Taxes on Kwivrr Fees that Kwivrr collects from you pursuant to this paragraph and Taxes collected and remitted pursuant to paragraph (ii) in this section, you remain responsible for collecting and remitting the correct amount of any Taxes that apply to your use of the Services and to sales you make using the Services.
4. To comply with sales tax regulations of the European Union (the "EU"), Kwivrr is required to (A) collect Value Added Tax ("VAT") from Organizers on the Kwivrr Service Fee for paid tickets or registrations sold on or through the Site by Organizers residing in the EU who have not provided Kwivrr with their VAT Identification Number ("VAT ID"); and (B) remit any such VAT collected to the relevant tax authority. If you provide us with your VAT ID, we will not collect VAT on

the Kwivrr Service Fee. It is your sole responsibility to ensure that the VAT ID you provide to Kwivrr (if any) is accurate, complete and properly formatted. Please be aware that falsification or misrepresentation of information to evade payment of VAT may result in fines and/or criminal prosecution. You agree to promptly and fully reimburse Kwivrr for all out-of-pocket costs and expenses arising out of your falsification or misrepresentation of a VAT ID on the Site. Kwivrr does not require Organizers to have a VAT ID. However, if you are an Organizer residing in the EU, and you do not have a VAT ID or you do not provide us with your VAT ID, Kwivrr will collect and remit VAT on the Kwivrr Service Fee on your behalf. In the interest of clarity, Kwivrr does not collect and remit VAT on the Kwivrr Payment Processing Fee or on the price of the tickets or registrations you sell on or through the Site. Except as set forth in Sections 4.5(c)(ii) and 4.5(c)(iii), in addition, due to IRS regulations, if Kwivrr processes transactions and issues you payouts (A) for more than twenty thousand dollars (\$20,000) in gross sales; and (B) for more than two hundred (200) transaction orders, in each case during a given calendar year and in the aggregate across all of your accounts, Kwivrr is required to report to the IRS (i) the gross amount of transactions for which you have been paid in that calendar year and in each month of that calendar year; (ii) your name; (iii) your address; and (iv) your Tax Identification Number ("Your Tax Information"). As part of these IRS regulations, Kwivrr is required to either (A) collect Your Tax Information; or (B) establish that you are a foreign person not subject to US taxes, before your accounts pass the two hundred (200) order transaction threshold in the aggregate. Once your accounts cross the two hundred (200) order transaction threshold, you agree that you will not receive any further payments from Kwivrr until either (A) or (B) above are satisfied. To learn more about these IRS regulations and why we are required to do this, see our 1099-K FAQ [here](#).

5. Kwivrr reserves the right to withhold the payment of any amounts owed to you hereunder and dispose of them as required by applicable local, state, provincial, national or other law, rule, regulation, judgment or order, in each case as determined by Kwivrr, or to seek later payment from you of any amounts on taxes uncollected and unremitted, related to your events.

4.6 Commercial Entities.

From time to time, one or more Card Schemes may require that you enter into an additional agreement directly with one of our Payment Processing Partners or with the applicable Card Scheme. Typically this happens if your transactions exceed one hundred thousand dollars (\$100,000) with respect to a particular Card Scheme on an annual basis in a given geography. If we believe that your account is likely to be subject to this additional requirement, we will provide you with a "Commercial Entity Agreement" that you must

agree to in order to continue using KPP. If you fail to accept that "Commercial Entity Agreement," we may suspend or terminate your account.

4.7 Escheatment.

If your account has had no activity for a period of time set forth in applicable unclaimed property (e.g., escheatment) laws and we hold funds related to your account, then we will notify you as required by applicable laws. If you do not claim your unclaimed funds within the timeframe notified to you, then we will escheat them to the applicable governmental authority in accordance with applicable laws.

5. Prohibited Merchants; Prohibited Events; Prohibited Transactions.

5.1 Prohibited Merchants.

By registering for the Services and accepting this Merchant Agreement, you represent and warrant that:

1. you are not located in, and you are not a national or resident of, any country 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 ("Restricted Countries");
2. you are not a person or entity or under the control of or affiliated with a person or entity that
 1. appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List;
 2. appears on the U.S. Department of State's Terrorist Exclusion List;
 3. appears on the Bureau of Industry and Security's Denied Persons List;
 4. appears on the Consolidated List of Targets published by the U.K. HM Treasury;
 5. appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade or
 6. is subject to sanctions in any other country; and

3. you are not listed in the MasterCard MATCH terminated merchant database or Visa terminated merchant file and your right to access each Card Scheme and each Alternative Form of Payment is not presently revoked or suspended.

If you fall into any of the categories set forth above, as determined by Eventbrite in its discretion, you are a "Prohibited Merchant."

5.2 Prohibited Events.

You may not post events to the Services or engage in activities through the Services that:

1. violate or facilitate the violation of any applicable local, state, provincial, national or other law, rule or regulation;
2. would be prohibited under the Payment Scheme Rules;
3. take place in Restricted Countries; and
4. contain any Content (as defined in the Terms of Service) that would violate the Terms of Service, or the Eventbrite Community Guidelines.

Any event that falls into any of the categories set forth above, as determined by Kwivrr in its discretion, is a "Prohibited Event."

5.3 Prohibited Transactions.

You may not use KPP to process any of the following transactions and you represent and warrant that you will not submit for processing through the Services:

1. any transaction that would violate or is considered "high risk" (or another restricted category) by the Payment Scheme Rules, including any transaction regarding adult-related content or activities, illegal goods or services including cannabis, or the paraphernalia associated with any illegal goods or service, purchase of crypto-currency, raffles, sweepstakes, or gambling;
2. any transaction that is fraudulent or criminal in nature;
3. any transaction that would constitute a "restricted transaction" as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG; and
4. any transaction that would constitute sending money to another party other than for the purchase of bona fide tickets or registrations to, or solicitation of a donation for, events, or sale of items related to such events.

Any transaction that falls into any of the categories set forth above, as determined by Eventbrite in its discretion, is a "Prohibited Transaction."

5.4 Remedies.

In the event that Kwivrr discovers that you are a Prohibited Merchant, that you have posted a Prohibited Event and/or that you have attempted to process or processed a Prohibited Transaction, then Kwivrr may take any or all of the following actions in its discretion in addition to any and all remedies that Kwivrr may have under the law or elsewhere in the Terms of Service:

1. suspend or terminate your Kwivrr account;
2. alter, edit, or remove any Prohibited Event or any portion thereof;
3. block, reverse or refund any or all of your transactions;
4. hold any and all funds associated with your account to the extent required by applicable local, state, provincial, national or other law, rule, regulation, judgment or order; and
5. refer you, your events and/or your transactions and information relating to the same (without further notice to you) to our Payment Processing Partners, the Card Schemes, the Alternative Form of Payment Frameworks and/or applicable law enforcement agencies for further action.

6. Representations And Warranties.

In addition to the representations and warranties contained herein, you represent and warrant to us that

1. if you represent an entity, that entity is duly organized, validly existing and in good standing under the laws of the state, province or country of its formation;
2. you, or the entity you represent (if applicable), have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
3. the entering into and performing of this Agreement by you, or if you represent an entity by the entity you represent, will not result in any breach of, or constitute default under, any applicable local, state, provincial, national or other law, rule, regulation, judgment or order, or other agreement to which you or it is a party, including without limitation, any other agreement for the sale of tickets or registrations; and
4. if you represent an entity, you have the full right, legal power and actual authority to bind such entity to the terms and conditions hereof.

Further, you represent, warrant and acknowledge that you (not we) are solely responsible for ensuring that your events are ticketed correctly, and that only valid tickets are honored. You understand and agree that Kwivrr is not liable for any costs arising from whether a presented ticket is or is not valid, or is or is not honored, including any tickets procured through, or representing, fraud or deceptive practices.

7. Termination.

In addition to our right to terminate your use of the Services under the Terms of Service, Kwivrr may terminate this Merchant Agreement and your right to use the Services to create, promote and collect sales proceeds for events

1. if you are in violation or breach of any provision of this Merchant Agreement;
2. if our Payment Processing Partners and/or the Card Schemes or Alternative Form of Payment Frameworks terminate our right to provide the KPP Service or your right to accept payments via the KPP Service in their sole discretion;
3. if Kwivrr is served with legal process seeking to attach or garnish any of your funds or property in Kwivrr's possession; or
4. Kwivrr is put on notice pursuant to UCC 9-406 of a "Notice of UCC Demand" or similar communication, or a UCC-1 financing statement, informing KwivrrTr1ppers that you have granted a right to assignment of payments to the your lender as a secured party.