

# Seller Agreement

hereinafter referred to the "Seller" and

Eventpop Company Limited, a limited company incorporated under the Civil and Commercial Code, Registration No. 0105558102674. The head office is located at Event Pop Co., Ltd. (Head office) 111 True Digital Park West, Unicorn Building, 10th floor, Unit no. 1015,1018 Sukhumvit Road, Bangchak, Phra Khanong, Bangkok 10260 Herein after referred to "Eventpop".

## 1. Acceptance of Terms and Conditions

- The terms and conditions contained in This Seller Ticket Agreement ("Agreement") govern all activities by you as a Seller ("Seller", "You", or "Your") in relation to the sale of tickets on the www.eventpop.me website ("Website"), which includes all webpages, subdomains, and parts therein, and any services available on or through the Website or otherwise provided by Event Pop Co., Ltd. ("Company", "Eventpop", "We", "Us", or "Our"), in connection with your events ("Services").
- The Services are owned and operated by Eventpop and are provided to you subject to your acceptance, without modification, of all the terms and conditions contained herein, along with all other operating rules, policies, and procedures that may be published from time to time on the Website by Eventpop.
- By using or accessing any part of the Services, you agree to all of the terms and conditions contained herein and all other policies and procedures that may be published from time to time on the Website.
- By listing, selling, or offering tickets for your events via the Services, you agree to all the terms and conditions set forth in this Agreement and all other policies and procedures that may be published from time to time on the Website. If you do not agree with any part of these terms, conditions, rules, policies, or procedures, you MUST NOT list, sell, or offer tickets for your events through the Services.
- If you do not agree to any of such terms, conditions, rules, policies, or procedures, DO NOT USE or ACCESS the Services.
- Eventpop reserves the right, at its sole discretion, to modify or replace any part of this Agreement at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Services to list, sell, or offer tickets following the posting of any changes to this Agreement constitutes acceptance of those changes. If any change to this Agreement is not acceptable to you, your sole remedy is to cease using the Services for listing, selling, or offering tickets for your events.

## 2. Eventpop, Our Services, and Responsibilities

- Eventpop is in the business of providing a ticketing management platform which provides a simple and quick means for you and other registered users who are Sellers and planners to collect payments with respect to the sale of tickets for events, venues and other activities (each, an "Event") registered on the Website, including fees for our services ("Total Event Fee"), from registered users who want to attend such Events ("Buyers").
- You agree and acknowledge that Eventpop is not your ticketing agent who sells tickets to Events on your behalf. A sale and purchase of a ticket for an Event shall be a direct transaction entered into between an Attendee and you.
- Our Services, among others, are to:
  - Listing and showcasing your resale tickets ("Resale Tickets") on the Website, making them available to potential buyers.
  - Handling the acceptance and processing of online orders for Resale Tickets to various events, along with the execution of all payment transactions via credit cards and other accepted payment methods.
  - Providing detailed statements that break down our service fees and charges for each Resale Ticket sold through our platform.
  - Offering an extensive array of online tools and features designed to simplify the resale process, enabling you to manage your ticket listings and sales effectively.
  - Facilitating the distribution of E-tickets ("Privileged Resale Tickets"), the Reseller to verify and authenticates the number of tickets. The Terms and Conditions incorporated into this Agreement address this matter comprehensively.

**3. Use of the Services**

- As a Ticket Reseller using the Website, you may set up, manage, and promote your ticket, including specifying ticket pricing, venue details, and ticket availability, and directly collect Total Ticket(s) Fees from Sellers.
- Eventpop hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for the purposes of creating an Event page with respect to, and promoting, managing, tracking, and collecting Total Event Fees for, an event that you have registered on the Website, in each case (i) in compliance with this Agreement, and (ii) to the extent permitted under all relevant laws and regulations.

As a Ticket Reseller, you are prohibited from:

- Modifying, reproducing, or creating derivatives of any part of the Services or the content on the Site, except as expressly allowed under this Agreement.
- Reverse engineering, disassembling, decompiling, or otherwise attempting to discover the source code or the underlying structure, sequence, and organization of the Services, except to the extent that such activities are expressly permitted by applicable law notwithstanding this limitation.
- Engaging in any activities that interfere with or disrupt the operation of the Services.
- This Agreement is designed to ensure that your activities as a Ticket Reseller are in line with the intended use of the Services, providing a fair and efficient platform for event ticket resale.

**4. Payment Method**

- The payment of all Total Ticket Fees from Eventpop to you can be made by the following methods:
  - (1) In the event that Eventpop receives the payment of the ticket fee via credit, debit card or payment gateway on site system, You can process the transfer of the sum of such ticket fee to your through the system available at Eventpop’s website. Eventpop reserves the right to deduct any Platform Fees from the ticket fee received by Eventpop. The sum that will be available for the transfer through the system available at Eventpop’s website will be Transfer after “Buyers” receive the ticket.
- When using the Services, Eventpop will collect all Total platform Fees on your behalf from the Buyer and will be entitled to deduct from the Total Platform Fees to be passed along to the Seller all applicable Fees (as prescribed below and in the Confirmation of Services) and any outstanding balance owed to Eventpop by the Seller.
- Eventpop reserves the right to withhold funds at any time as we in our sole discretion determine to be necessary for the processing and settlement of all returns, disputed charges, Buyers’ complaints, allegations of fraud, chargebacks, expected chargebacks, and other discrepancies.

**5. Fees**

- The Service Fee Rate which the Seller shall pay per 1 Event are as follows (However, (1) Eventpop may collect other fees which are not specified hereunder. (2) The Services Fee Rates specified in the schedule below may be adjusted by the signed Confirmation of Services by the Seller and Eventpop, so that in the event that the Service Fee Rates specified below differ from the Confirmation of Services, the Parties agree to be bound by the Service Fee Rates specified in the Confirmation of Services):

| DETAILS               | BILLABLE                 |
|-----------------------|--------------------------|
| Services fee          | 15 percent per ticket    |
| Delivery fee (If Any) | Start 100 THB per ticket |

- You agree to pay (or allow us to deduct from Total Platform Fees) all Fees payable by you, which are based on the number of tickets sold by you to us in connection with the provision of the Services, which payments shall be due and payable upon receipt of the invoice setting forth such charges. Invoices may be delivered to you within 7 days prior to the due date.

#### **6. Refunds**

- **Refund Amount:** The refund should cover the total amount paid by the Buyer for the resold ticket, including any service fees or additional charges that were part of the resale transaction.
- **Platform's Role:** The Resale Platform may facilitate the communication between Sellers and Buyers regarding refunds but is not responsible for issuing refunds for resold tickets. The obligation to refund lies solely with the Seller.
- **Dispute Resolution:** Any disputes between Sellers and Buyers regarding refunds for resold tickets should be resolved directly between the involved parties. The Resale Platform may offer mediation services but is not obligated to do so.
- **Deadline for Refunds:** Sellers must issue refunds within a specified period from the date the event was canceled or rescheduled, typically within 30 days, to ensure timely reimbursement to Buyers.
- **Compliance:** Sellers are required to comply with all applicable laws and regulations regarding refunds for resold tickets, including consumer protection laws that may dictate specific refund rights for Buyers.

#### **7. Representations and Warranties**

You represent and warrant that:

- You are a Seller, promoter, presenter, or manager of the Ticket Resale.
- **Seller's Role:** You are duly authorized to resell tickets for the event, acting within your rights and without contravening any agreements or laws.
- **Content Compliance:** The event for which the tickets are resold, along with any associated materials or content you provide for the purpose of the resale, is not objectionable, illegal, or infringing upon any party's rights. This includes ensuring that the content is free from pornography, defamation, extensive offensiveness, harassment, maliciousness, and does not violate copyright, trademark, trade secrets, proprietary rights, or privacy/publicity rights.
- **Legal Compliance:** The resale of tickets and the event itself adhere to all applicable laws and regulations, without engaging in or promoting illegal activities.
- The Event and the sale of tickets to the Event does not constitute a violation of laws (both domestic and foreign).

#### **8. TERMINATION**

- We, in our sole discretion, may terminate your password, accounts (or any part thereof) and/or your right to use the Services, and remove and discard any and all of your content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due to us, or we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your right to use the Services may be effected without prior notice and acknowledge and agree that we may immediately deactivate or delete your account and all related content and files related to your account and/or bar any further access to such files or the Services.
- You agree that we shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services.

#### **9. SERVICE MODIFICATIONS/SUSPENSIONS.**

- We reserve the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. We will not be responsible to you for a refund, in whole or part, of the Fees for any reason and shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

## **10. INDEMNITY**

- You agree to defend, indemnify and hold Eventpop, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your content; your or any of your affiliates', or any of your or your affiliates' officers', directors', agents' or employees', use of, contribution to or connection with the Services or violation of any rights of another; your event(s); and/or your violation of this Agreement.
- We shall provide notice to you of any such Claim, provided that the failure or delay by us in providing such notice shall not limit your obligations hereunder.
- We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting our defense of such matter.

## **11. LIMITATION OF LIABILITY**

- We shall not be liable under any circumstances or under any legal theory, whether in tort, contract, or otherwise, with respect to the Services, or any other subject matter of this Agreement for:
  - any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses.
  - the cost of procurement of substitute Services.
  - Any matters beyond our reasonable control.
  - We shall have no liability with respect to any or your content or any content of any other user of the Services.

## **12. DISCLAIMER OF WARRANTIES.**

- The Services are provided on an "As Is" and "As Available" basis.
- Eventpop hereby disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose.
- We make no warranty that:
  - the Services will meet your requirements.
  - the Services will be uninterrupted, timely, secure, or error-free.
  - any errors in the Services will be corrected.
  - we are not responsible and shall have no liability for the content, products, services, actions or inactions of any user, buyer or other non-Seller, Seller or third party before, during and-or after an Event.

You acknowledge that we have no control over and do not guarantee the quality, safety or legality of Events advertised, the truth or accuracy of any users' (including Buyer's, other non-Sellers' and Sellers') content or listing, or the ability of them to perform, or actually complete a transaction.

We are not affiliated with, and have no agency or employment relationship with, any third party service provider used in conjunction with the Services.

## **13. PRIVACY**

- All information provided by you or collected by Eventpop in connection with the Services is governed by our Privacy Policy as available in the Website.
- We strongly recommend that you review the Privacy Policy closely. In particular, you should note that we may use information we receive or collect regarding Buyers in accordance with the terms of its Privacy Policy, which may include use for marketing or promotion of other events or services that may be of interest to such Buyers. Further, any information submitted or provided by you to the Services may be publicly accessible. You should take care to protect private information or information that is important to you.

We shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the internet or any other network that you may use.

- Please be aware that if you decide to disclose personally identifiable information on the Services, this information may become public. We do not control and shall not be responsible for the acts of you or any other users (whether Sellers, Buyers, other non-Sellers or otherwise) of the Services.

#### **14. TRADEMARK INFORMATION**

- The trademarks, service marks, and logos of Eventpop (the "Eventpop Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of Eventpop. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks, together with Eventpop

Trademark, the "Trademarks"). The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of Eventpop specific for each such use. The Trademarks may not be used to disparage Eventpop, any third party or Eventpop's or third party's products or services, or in any manner (in Eventpop's sole judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless Eventpop approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Eventpop Trademark shall inure to Eventpop's benefit.

#### **15. LINKS**

- The Services may provide, or third parties may provide, links to other internet websites or resources. Because we have no control over such websites and resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such content, advertising, products, services or other materials available on or through any such website or resource.