

Organizer Agreement

herein after referred to the “Organizer” and

Eventpop Company Limited, a limited company incorporated under Civil and Commercial Code, Registration No. 0105558102674. The head office is located at Eventpop Co.,Ltd. (Head Office) No.29 Bangkok Business Center 26th Floor, Room 2601, Soi Sukhumvit 63, Khlong Tan Nuea, Watthana, Bangkok 10110 Herein after referred to “Eventpop”.

1. Acceptance of Terms and Conditions

- The terms and conditions contained in this Agreement shall govern all use by you as an Organizer (as defined below) of (a) the www.eventpop.me website (including all webpages, subdomains and subparts therein contained, the “Website”), (b) any and all services available on or through the Website or otherwise provided by Eventpop Co., Ltd. (“Company,” “Eventpop,” “We,” “Us,” or “Our”) for your events, and (c) all Software (as defined below) (collectively, the “Services”).
- The Services are owned and operated by Eventpop.
- The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and 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.
- 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 of the terms or conditions under this Agreement at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Services 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 accessing, browsing and otherwise using the Services.

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 event organizers 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:
 - display and list your Event(s) on the Website.
 - accept and process on-line orders for tickets to your Event(s) and process all credit card and other payments to said Event(s).
 - provide an accounting to you of our fees and charges for each ticket sold by us.
 - provide a set of features and tools to enable you to manage your event online.
 - deliver the tickets which are not the e-ticket (“Privileged Tickets”) to the Customer, however, Eventpop will not responsible for the number of the Privileged Tickets if the Organizer does not use the barcode system to confirm and certify the number of the Privileged Tickets. The Terms and Conditions shall be a part of this Agreement.
 - provide additional services as mutually agreed by all parties i.e., box offices services at the event venue and check-in services via access control system. The scope of additional services as stipulated in Schedule attached hereto shall be a part of this Agreement.
 - other services i.e., free event.

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3. Use of the Services

- You may visit the Website, publish and manage your event, including pricing, location, ticket inventory, etc., and collect Total Event Fee online directly from Buyers.
- 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.
- You shall not, and shall not permit anyone else to, directly or indirectly:
 - modify, reproduce or otherwise create derivatives of any part of the Services or Site Content (as defined below).
 - reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law).
 - rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes (except for the limited commercial purpose of selling event tickets through the Website as an organizer in accordance with this Agreement).
 - remove or alter any proprietary notices or labels on or in the Services or Website content.
 - engage in any activity that interferes with or disrupts the Services.

4. Payment Method

- The payment of all Total Event 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 or debit card 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 applicable 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 shown as “Transferrable Balance”.
 - (2). In the event that Eventpop receives the payment of the ticket fee through invoicing process, the payment of such ticket fee shall be transferred to the Organizer within two weeks after the Event’s completion, or any other time (after such two-week period) as agreed by the Parties.
- When using the Services, Eventpop will collect all Total Event Fees on your behalf from the Buyer and will be entitled to deduct from the Total Event Fees to be passed along to the Organizer all applicable Fees (as prescribed below and in the Confirmation of Services) and any outstanding balance owed to Eventpop by the Organizer .
- 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 Organizer shall pay per 1 Event are as follows (However, (1) Eventpop may collect other fee 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 Organizer 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
Management fee	Per 1 ticket (based on the price shown on the tickets)
Services fee	Per 1 ticket
Delivery fee	Per 1 order

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DETAILS	BILLABLE
Service charge (1) via Credit or Debit Card - VISA, MASTERCARD, JCB (2) via Barcode/ Bill Payment	Per 1 order Per 1 order
Bank's charge for tickets fee transfer (less than 2,000,000.00 Baht)	Per 1 payment transaction
Bank's charge for income transfer (equal or more than 2,000,000.00 Baht)	Per every 1,000,000 Baht payment transaction
Services charge for marketing service	

* All Fees above exclude 7% value added tax.

- You agree to pay (or allow us to deduct from Total Event 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

- Where an Event, or part of any event, is cancelled or rescheduled, you must immediately advise us in writing.
- In the event of the cancellation of the Events, you agree to compensate Eventpop at the rate as stipulated in the Confirmation of Services. Eventpop is entitled to deduct such compensation from any amount to be paid to the Organizer by Eventpop.
- You agree and acknowledge that Eventpop will not refund the ticket fee that has been due and paid to Eventpop. It is your sole responsibility to refund Total Event Fees to the Buyer and to communicate your refund policy to the Buyers.
- If Eventpop received the payment of the ticket fee and has yet transferred to you, you may request Eventpop to perform the refund of the ticket fee and any other charges in accordance with terms and conditions to be agreed upon by the Parties on a case by case basis.
- You shall ensure that the refund policy is consistent with the terms and conditions of this Agreement, the payment and refund processes included in the Services, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between you and the Buyers, and we will not be liable for any decision to issue or not issue refunds in the course of the use of our Services.
- In the event that Eventpop is required to refund to the Buyers, you agree to fully reimburse any payment made by Eventpop with respect to the refund to Eventpop within 7 business days or any other date as agreed, but in any case no later than 30 days from the date Eventpop has made the refund to the first Customer.

7. Event Restrictions

- When submitting your Event to us to be listed on Our Services, it is your sole responsibility to provide to us any event restrictions associated with said Event. Any Event that requires a restriction for admission, including, but not limited to, age, school or organizational affiliation, or other characteristics or requirements, must be clearly stated by you upon submission to us. It is your responsibility to ensure that said restriction is lawful and does not violate any local laws, or any applicable foreign laws, prior to submitting the Event to us. It is also your sole responsibility to verify that all Buyers can be admitted to your Event.

8. Representations and Warranties

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You represent and warrant that:

- You are a producer, promoter, presenter, or manager of the Event.
- The Event itself and any material or content provided by you to us for use on the Website is/are not (and does not contain, promote, or link to material or content that is) pornographic, defamatory, grossly offensive, harassing, malicious, illegal, or otherwise objectionable, and do not infringe or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity.
- The Event and the sale of tickets to the Event does not constitute a violation of laws (both domestic and foreign).

9. Misrepresentation of Event

- The Event must be accurately and truthfully described when you submit the Event listing to us to be posted on the Website.
- If you do not exclusively sell tickets through the Website, the Event ticket prices shall never exceed the price indicated on the Website.
- You acknowledge failing to do so effects the integrity of the Website. If We discover and determine, in our sole discretion, that you misrepresented the Event, we will cancel the Event and you have to refund the money paid by the Buyers (net of any Fees) as provided in this Agreement. If we determine that you repeatedly engage in the conduct described in this paragraph, we have the right to terminate your account and any other Events submitted by you will be cancelled pursuant to this Agreement and we reserve the right to take other actions or pursue additional remedies as permitted by law.
- The Organizer shall be liable for any losses or damages suffered by Eventpop as a result of the misrepresentation of the Event.

10. 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.

11. 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.

12. 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.

13. LIMITATION OF LIABILITY

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- 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 of your content or any content of any other user of the Services.

14. RELEASE

- In consideration of being permitted to access and use the Services, you hereby agree to release Eventpop, and its affiliates, and each of it and their officers, directors, agents, co-branders, other partners, and employees from all damages, losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties in connection with the Services, your access and use of the Services or your Event.

15. 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-organizer, organizer 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-organizers’ and organizers’) 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.

16. 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 organizers, Buyers, other non-organizers or otherwise) of the Services.

17. 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

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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.

18. 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.

19. SECURITY DEPOSIT

- The Organizer agree to deposit with Eventpop, in the system, a security deposit (the “Security Deposit”) in the amount calculated using the Security Deposit Rate designated in the table below. Eventpop may deduct part or all of the Security Deposit to remedy any damage arising out of the customer’s refusal (for whatsoever reason) to pay the ticket fee as charged via credit/debit card usage.

Set out below is the Security Deposit Rate.

The Event Fee (based on the actual balance available in the system)	Security Deposit Rate*
less than 1,000,000 Baht	5%
more than 1,000,000 Baht	3%

*The Security Deposit Rate is adjustable by Eventpop on a case by case basis.

- The Security Deposit (after the deduction of any damages) (the “Remainder of Security Deposit”) will be refunded to the Organizer as follows: (i) 50% of the Remainder of Security Deposit within 6 months after the date of the Event and (ii) 50% of the Remainder of Security Deposit within 9 months after the date of the Event.

Remarks:

The Security Deposit Rate will be calculated and deducted by the actual balance available in the system.

The Organizer and EventPop accept and agree to be bound and abide by these term and conditions as stipulated in this Agreement. The terms and conditions of the Confirmation of Services, “<http://www.eventpop.me>”, “Term of Services” and “Privacy Policy”, from time to time in our sole discretion, as contained in the website of EventPop shall be a part of this Agreement.

SCHEDULE 1. SCOPE OF ADDITIONAL SERVICES

1. BOX OFFICES SERVICE AT THE EVENT VENUE (Box Offices)

Box offices service at the event venue will be carried out by our well-trained and experienced staff.

- Staff support service to monitor and facilitate the use of devices for the ticket distribution at the Box Offices;
- System and devices lease and Local Area Network (LAN) services for barcode scanning at the Box Offices; and
- Personnel recruiting service (Staff) for facilitating and coordinating the ticket distribution at the Box Offices.

Remarks:

- The Organizer shall make the location for the Box Offices available and sufficient to satisfy the ticket distribution and the number of customers.

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- The Organizer shall make the location for the Box Offices and other necessary tools and equipment ready for the ticket distribution e.g. tables, chairs, electric fans, extension cord sets, signs and notices, and traffic and safety barricades at the Box Offices.
- The Organizer shall at the event venue provide staff and support for the announcement and publicizing the locations of the Box Offices, as appropriated.

Eventpop reserves the right to specify the quantity of personnel and equipment to be used for an event as it seems appropriate to such event.

2. CHECK-IN SERVICES VIA ACCESS CONTROL SYSTEM

To inspect:

- (a) tickets bought from the profiteering ticket resellers;
 - (b) fake tickets;
 - (c) duplicate tickets; and
 - (d) event attendances (if there are additional tickets available for sale at the event venue, such event attendances shall be known only at the venue).
- Staff support service to monitor and facilitate the use devices for the check-in services;
 - System and devices lease and Local Area Network (LAN) for the check-in services at the entrances; and
 - Personnel recruiting service for facilitating and coordinating at the archway.

Remarks:

The Organizer shall make the location for the event ready for the check-in services in order to maximize the service efficiency, e.g. check-in system, traffic and safety barricades and queuing management.

3. Tickets and Materials Management.

You expressly acknowledge and agree that, for ticket manufacturing services, Eventpop shall be responsible for coordinating the manufacture of the tickets and materials for the Event according to the amount that you have ordered. Eventpop, however, shall not be responsible for the storage and warehouse management.

The management service is a service provided for the Organizer's convenience only. In case that the Organizer has ordered the tickets and/or materials, and given instructions with respect to delivery to the Buyer, the Organizer agrees to entrust such tickets and/or materials in the possession of Eventpop. The entrustment shall not be considered as a deposit. Eventpop shall store the tickets and/or materials in accordance with the proper treatment standards of Eventpop.

In the event that the Organizer needs delivery of the remaining tickets and/or materials after the end of the Event, the Organizer shall inform Eventpop in writing within seven (7) days after the end of the Event for the delivery appointment. Nevertheless, in the event that there is no written instruction within the specified period, Eventpop shall be entitled immediately to destroy the remaining tickets and/or materials.

The Organizer agrees and accepts all of the conditions hereinabove. The confirmation letter of service use and the rules for control of the website: "<http://www.eventpop.me>", including "Terms of Service" and "Privacy Policy" as shown on the website, which may be amended from time to time, shall be considered as part of this Agreement.