

THE TICKETING CO. (TIXCO, LLC)

TICKET SELLER/PRODUCER TERMS OF USE AND AGREEMENT

1. **Producer**—Event producer, promoter, ticket seller, venue representatives, or other authorized agents providing services or events for which tickets are sold hereinafter referred to as “Producer.” Producers using The Ticketing Co. (Tixco, LLC) ticket selling services agree and understand these terms are a legal, binding, and enforceable agreement. Producer agrees they are authorized to sell tickets for events or services. Fraudulent representation by a Producer, or of event(s), is a criminal offense, which voids this agreement allows The Ticketing Co. (Tixco, LLC) to fully refund tickets to ticket purchasers. The Ticketing Co. (Tixco, LLC) will assist law enforcement in prosecuting any fraudulent use of The Ticketing Co. (Tixco, LLC) ticket sales services, and will legally seek any and all available compensation for damages due to fraudulent representation. Producer agrees that The Ticketing Co. (Tixco, LLC) is hereby authorized to use any and all information collected in performance of the duties of this Agreement in the operation of any entity owned or managed by the ownership/management of The Ticketing Co. (Tixco, LLC) including, but not limited to advertisement, promotion, sales, etc.

2. **The Ticketing Co. (Tixco, LLC)**—The Ticketing Co. (Tixco, LLC) is an independent company providing ticketing services for event Producers and venues. The Ticketing Co. (Tixco, LLC) is solely acting as an intermediary between Producers and ticket purchasers for specific events. The Ticketing Co. (Tixco, LLC) assumes no liability incidental to the event for which tickets are sold or purchased.

3. **Scope of Agreement and Amendments**—This agreement is limited to the individual event for which producer is using The Ticketing Co. (Tixco, LLC) ticket sales services (with exception to terms in Section 11 of this Agreement “Event Cancellation”, if applicable. The Ticketing Co. (Tixco, LLC) reserves the right to change or modify the Producer terms of use and Agreement at any time for subsequent events.

4. **Amendments**—The Ticketing Co. (Tixco, LLC) reserves the right to amend this Agreement at any time.

5. **Event Promotion and Advertising**—This Agreement does not obligate The Ticketing Co. (Tixco, LLC) to promote or advertise the event for which tickets are sold, unless separately agreed to by the parties to this Agreements. Producer acknowledges and understands that it is Producer’s sole responsibility to promote and/or advertise the event.

6. **Ticket Pricing**—For most events, The Ticketing Co. (Tixco, LLC) provides Producer with ticket sales services with no initial fees or start-up charges, unless specifically agreed upon. Ticket pricing is solely determined by Producer. Producer is exclusively responsible for all city, municipal, county, district, state and federal laws.

7. **Ticket Purchaser Fees**—Ticket purchasers will pay a service fee as defined on the The Ticketing Co. (Tixco, LLC) Website: **WWW.THETICKETING.CO**

8. **Point of Sale Terminals**: Producer agrees that The Ticketing Co. (Tixco, LLC) may sell event tickets through point of sale terminals at various locations at the discretion of The Ticketing Co. (Tixco, LLC) in addition to online, phone and mobile ticket sales. Event Producer understands and agrees that point of sale terminal locations may change at any time and/or that The Ticketing Co. (Tixco, LLC) may cease to offer point of sale terminal ticket sales for any and/or events at any time.

9. **Ticket Availability and Over Sale Charges**—Producer is solely responsible for setting the number of tickets available for purchase for each event. Producer agrees that the number of tickets set for sale is within the legal fire regulations and venue capacity limitations set forth by the city, municipality, county, district, state, and/or federal laws or codes. If over-sale of tickets should occur, Producer agrees to refund to Purchaser the full ticket price including any and all The Ticketing Co. (Tixco, LLC) fees and to hold harmless The Ticketing Co. (Tixco, LLC) for any and all damages caused by any over-selling of any event or venue.

10. **Event Cancellation**—Producer agrees to notify The Ticketing Co. (Tixco, LLC) immediately after the decision to cancel an event is made. The Ticketing Co. (Tixco, LLC) reserves the right to issue full refunds to ticket purchasers, including service fees, for the cancelled event. Producer agrees that if an event is cancelled and full refunds are issued to ticket purchasers, Producer will pay The Ticketing Co. (Tixco, LLC) for any and all services fees originally charged to the ticket buyer, and additional costs, including, but not limited to, credit card charge back fees related to the refunding. Producer may opt to offer Replacement Tickets to purchasers in the event of a cancellation. However, purchasers are not obligated to accept these Replacement Tickets.

11. **Rescheduled Events**—Producer agrees refunds will be given to ticket purchasers for rescheduled events at the ticket purchaser’s request. Should ticket purchaser request a refund due to a rescheduled event, Producer agrees to pay The Ticketing Co. (Tixco, LLC) for any and all service fees originally charged to ticket buyer, and costs, including, but not limited to, credit card charge back fees related to the refunding.

12. **Change of Event Venue or Change of Event**—Should a listed event venue change for any reason, Producers agrees that refunds will be given to ticket purchasers upon request. Producer agrees to pay The Ticketing Co. (Tixco, LLC) for any and all service fees originally charged to ticket buyer, and costs, including but not limited to, credit card charge back fees related to the refunding.

13. **Ticket Refund Policy**—Producer agrees that at the ticket purchaser’s request, and at The Ticketing Co. (Tixco, LLC)’s sole discretion, The Ticketing Co. (Tixco, LLC) may refund the face value of event tickets purchased through The Ticketing Co. (Tixco, LLC) until ticket sales for that event end. Event ticket sales are final after sales have ended.

14. **Account Settlement:**

- a. **Ticket Sales Processed into the The Ticketing Co. (Tixco, LLC) Merchant Account:** Generally, The Ticketing Co. (Tixco, LLC) will settle all balances via automated electronic means within one (1) or two (2) business days starting the Monday after an event concludes. Should Producer not receive their automated payment within Thirty (30) Days of the event date, The Ticketing Co. (Tixco, LLC) will transfer the owed balances at Producer’s request via alternative payment methods. Should Producer be delinquent by more than One Hundred Twenty (120) days on payment on any loans, payments, costs or fees to The Ticketing Co. (Tixco, LLC) pursuant to any service contract, The Ticketing Co. (Tixco, LLC) reserves the right to offset any such delinquency of any outstanding balance prior to paying Producer.
- b. **Occasionally, The Ticketing Co. (Tixco, LLC) will mail a check within Ten (10) Business days after the event date, although receipt by Producer of said check is not guaranteed in this time frame. Should Producer not receive such check within Thirty (30) Days of the event date, The Ticketing Co. (Tixco, LLC) will issue a replacement check at Producer’s request. Should Producer be delinquent by more than One Hundred Twenty (120) days on payment on any loans, payments, costs or fees to The Ticketing Co. (Tixco, LLC) pursuant to any service contract, The Ticketing Co. (Tixco, LLC) reserves the right to offset any such delinquency of any outstanding balance prior to paying Producer.**
- c. **Ticket Sales Processed Through Producer’s Credit Card Processor into Producer’s Merchant Account:** A Producer may choose to process credit card purchases into their own merchant account or by other electronic means. In these cases, Producer assumes all responsibility for credit card processing fees and charges, as determined by Producer’s own independent arrangements. The

Ticketing Co. (Tixco, LLC) will continue to process ticketing services but for the credit card purchases. Standard service fees will still be paid by ticket purchaser on tickets purchased through The Ticketing Co. (Tixco, LLC), but the following balance will occur:

- i. Ticket buyer service fees will be deposited directly into Producer's merchant account. The Ticketing Co. (Tixco, LLC) will invoice Producer for the per ticket flat fee, plus 1% of the ticket face value fee. Producer agrees to pay The Ticketing Co. (Tixco, LLC) within Thirty (30) Days of the event date. Interest shall accrue upon the Thirty-First (31st) Day following the event date at Twelve (12%) Percent per annum.
15. Will Call Tickets—Producer may offer will call tickets for events. However, Producer assumes all liability in regards to these tickets. The Ticketing Co. (Tixco, LLC) will provide a list of such ticket purchasers to Producer prior to the event. It is Producer's responsibility to verify the identity of the ticket purchaser by either photo identification or production of the purchasing credit card.
16. Discrepancies—At times, ticket purchasers may believe they purchased tickets for an event, whether this is true or not. The Ticketing Co. (Tixco, LLC) will provide Producer with a Discrepancy Form to give to such ticket purchasers who arrive at the venue and are not included on the Will Call List. It is Producer's responsibility to make sure the information on the Discrepancy Form is completed correctly so an investigation into the discrepancy may be conducted.
17. Indemnification and Hold Harmless:
 - a. At its own expense, Producer agrees, acknowledges, and understands it will indemnify and hold harmless The Ticketing Co. (Tixco, LLC), its officers, agents, employees and assigns, from and against all claims, demands, losses, costs, penalties, damages, judgments and suits at law or in equity, of whatsoever nature, brought against The Ticketing Co. (Tixco, LLC) arising from, or in connection with, or incident to the performance of any services or adherence to this Agreement.
 - b. The above indemnity obligation shall not include claims, costs, damages or expenses that may be caused by the sole responsibility of The Ticketing Co. (Tixco, LLC). Additionally, if the claims or damages are caused by or result from the concurrent negligence of (a) Producer, its officers, agents, employees or assigns and (b) The Ticketing Co. (Tixco, LLC), its officers, agents, employees or assigns, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Producer in connection with such claims.
18. Severability—If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.
19. Limitation of Liability—Producer understands and agrees that the The Ticketing Co. (Tixco, LLC) shall not be liable for any direct, indirect, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if The Ticketing Co. (Tixco, LLC) has been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to certain producers.
20. Disclaimer of Warranties—Producer understands and agrees that The Ticketing Co. (Tixco, LLC) ticketing service is provided on an "as is" and "as available" basis and that The Ticketing Co. (Tixco, LLC) assumes no responsibility for the timeliness, deletion, failure to store, or retention of any user communications or personalization settings. The Ticketing Co. (Tixco, LLC) will not be liable for failure to perform any obligation under this Agreement if such failure is caused by internet outages or delays, unauthorized access, earthquakes, communications outages, fire, flood, war, an Act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of The Ticketing Co. (Tixco, LLC).
21. Ownership of Intellectual Property—Producer agrees not to post material that Producer does not have an ownership right of patent, copyright and/or other intellectual property right to. The Ticketing Co. (Tixco, LLC) reserves the right to remove any content from an event page or custom Producer page that may infringe on the intellectual rights of a third party.
22. The Ticketing Co. (Tixco, LLC) reserves the right to use, collect, store and otherwise utilize any and all financial data entered into its software and/or server, whether by ticket sellers, vendors, or purchasers, for whatever purposes The Ticketing Co. (Tixco, LLC) shall decide. However, The Ticketing Co. (Tixco, LLC) will never sell or otherwise share this financial data with any unauthorized third party.
23. Disputes:
 - a. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute or breach cannot be settled through negotiation, the parties agrees first to try in good faith to settle the dispute by mediation under the Commercial Medication Rules of the American Arbitration Association, before resorting to arbitration.
 - b. Should the above-mentioned medication fail, the Parties hereby agree to submit to Arbitration by the American Arbitration Association, upon which judgment may be entered in any court having jurisdiction. The Arbitration shall be conducted in the Brooklyn, New York in accordance with the United States Arbitration Act.
24. Sellers are solely responsible for payment of all applicable municipality, city, county, state or federal taxes or fees necessary for the transaction of the Sellers' business. It is solely within the discretion of Seller to include applicable taxes and fees in the price of Sellers' tickets. Seller agrees to hold harmless The Ticketing Co. (Tixco, LLC) for any penalties assessed by any taxing or regulatory authority for the non-payment of any applicable taxes or fees in connection with Sellers' transacting of business with The Ticketing Co. (Tixco, LLC).
25. Governing Law and Venue—The Parties hereby agree that any dispute will be governed by the laws and codes of the State of New York and that any legal action instituted shall be done in the Courts of the State of New York or the United States District Court for the Eastern District of New York.
26. Entire Agreement—This Agreement, together with all attachments hereto, constitutes the entire agreement between the Parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an Agreement in writing.