

# Indexic - Seller Terms & Conditions

## Contents

Overview and General Terms .....	2
Seller’s Responsibilities .....	2
Indexic’s Responsibilities .....	3
Tickets .....	2
Identity Verification .....	4
Commission.....	4
Taxes .....	5
Returns/Cancellations.....	5
Termination and Modification of Account.....	5
Copyright & Trademark.....	5
Changes, Maintenance and Temporary Interruptions .....	6
Disclaimer of Warranty .....	6
Indemnity.....	6
Independent Contractors.....	6
Correspondence.....	7
Dispute Resolution.....	7
Agreement / Assignment .....	7

## Overview and General Terms

Indexic, Inc. (“Indexic”) provides to its clients (“Sellers”) an e-commerce link to an Indexic Event Book module (“Event Book”) that Sellers may incorporate into Sellers’ own websites. Event Book then allows the Seller to sell tickets to Seller’s attractions and events (“Events”) over the Internet without having to establish the necessary merchant accounts or maintain the e-commerce module. Seller’s customers (“Buyers”) may then purchase Event tickets directly from Seller’s website, and Indexic processes the ticket purchase using an encrypted secured socket technology to protect the personal information of the Buyer. Funds are transferred to the Seller on a scheduled basis. In return for use of Event Book and Indexic’s other services (collectively, the “Services”), Seller agrees to pay a percentage of their sales to Indexic as compensation.

This Seller Terms and Conditions (“Seller Terms”) describes the terms and conditions under which Indexic permits your use of its website, [www.indexic.net](http://www.indexic.net), (the “Site”) and the Services as a Seller and constitutes a legal agreement between you and Indexic. Use of the Site and the Services are also governed by Indexic’s policies and guidelines which are incorporated into these Seller Terms by reference, including without limitation the Site’s [Privacy Statement](#) . Seller may also review Indexic’s [Buyer Terms and Conditions](#) .

By visiting the Site or using the Services, you agree to be bound by the Seller Terms and any additional terms included within the Site. If you do not wish to be bound by the Seller Terms or the additional terms, you are not authorized to access the Site or use the Services and should not continue to visit or use the Site or the Services. Indexic reserves the right to amend the Seller Terms without notice, and your use of the Site or the Services (including, but not limited to, input of additional Events in Event Book) subsequent to those amendments indicates your consent to and agreement to be bound by the amended terms.

## Tickets

Using Event Book, Buyers will be able to purchase tickets to Events directly from Seller’s website through a link to Indexic’s Event Book. Prior to finishing the credit card transaction, Buyers are required to acknowledge that the credit card transaction is being processed by Indexic and that the Buyers will accept the charges. Upon completion of the ticket transaction, both the Buyer and Seller will receive an email confirmation of the transaction. This email will contain the Event name, date and time, Buyer’s name, number and type of tickets purchased, and a reservation number. Seller may require that the Buyer bring a copy of this email to the Event as proof of purchase. Indexic is not responsible for ensuring the Buyers maintain a valid email address for the receipt of their ticket transaction or for guaranteeing that the email receipt is received by the Buyer.

## Seller’s Responsibilities

Seller is responsible for maintaining Seller’s website and Event Book with information Seller feels is relevant to describe Seller’s Events available for purchase. Information can include general event descriptions, restrictions, pricing (in U.S. dollars only), etc. (“Event Description”). Seller agrees to use

the Event Book module located on the Site to establish their operating calendars and applicable pricing. Each Seller will set up these calendars themselves. All changes to the operating calendar regarding days, times or pricing, will be made on Event Book located on the Indexic website. Seller agrees to provide accurate and truthful information in Event Book and on Seller's website. Indexic will not be held responsible for any information that is not entered into Event Book or entered incorrectly and thus potentially affects ticket sales for that Event. Seller warrants that it is legally able to sell the Events it inputs into Event Book. Seller understands that upon inputting an Event in Event Book and making the tickets available for purchase, Seller is responsible for delivering the Event to all Buyers pursuant to the description and terms contained in the Event Description. Seller warrants to Indexic that such delivery will be in accordance with all applicable laws and regulations.

If Seller wishes to offer a special promotion (e.g. discounts on tickets such as two-for-one pricing), Seller will contact Indexic directly to discuss using Event Book for such promotions. Indexic may assist Seller with minor modifications to Event Book if needed. If Indexic is not contacted and/or does not approve the use of Event Book for the special promotion, Indexic will not be held responsible for the special promotion not being available to Seller's on-line purchasers.

Seller agrees to supply Indexic with a valid email address for Indexic to use for sending ticket sale notifications and any other correspondence. Seller is responsible for ensuring that the email address is operational, that Indexic emails are accepted and not designated as spam, and that the email address is checked regularly for notifications from Indexic. Seller will not hold Indexic responsible for missed emails due to malfunctions in Seller's email server, incorrect email settings, or Seller's failure to check email. Seller will also supply remittance information to Indexic for the successful transference of funds.

Seller agrees that it will not use the Site or the Services for any illegal, tortious or other improper conduct, including but not limited to any activities that violate the intellectual property, privacy or other legal rights of any third party. If Indexic identifies what appears to be any such conduct, Indexic may immediately discontinue service to Seller and notify the appropriate authorities. Indexic will not be held responsible or liable for any illegal, tortious or other improper activities that may have transpired while Seller was using the Site or the Services.

## **Indexic's Responsibilities**

Indexic is responsible for providing and maintaining an e-commerce module, Event Book, that allows a Seller to sell Event tickets on Seller's website through an embedded link. Event Book allows the Seller to enter Events, Event Descriptions, restrictions and pricing. Seller then establishes times and dates when Events are available for ticket purchase. This information is displayed on Event Book through an embedded link in the Seller's website. When a Buyer purchases a ticket via this embedded link, Indexic processes the ticket purchase using an encrypted secured socket technology to protect the Buyer's personal information. Indexic then transfers the ticket proceeds and any applicable taxes (as calculated by Seller) to the Seller as outlined below, reserving Indexic's commission and applicable ticket service charge.

Indexic will provide Seller with a unique user ID and password allowing Seller access to administrative functions on Event Book to add, change and delete Events in Event Book. Seller is responsible for anyone using Seller's account, ID or password. Indexic will act with due diligence in protecting all information entered by Seller in Event Book and will set up appropriate safeguards in this regard. If Indexic learns of unauthorized access to Seller's account, Indexic will act promptly to attempt to stop this unauthorized access, stop ticket sales on the Seller's Event Book, and contact the Seller to ensure the proper information is entered into Event Book. Ticket sales will resume after Seller agrees that Event information is accurate. Indexic will not be held responsible for any potential lost income Seller may claim while Event Book is not operational. For any tickets sold while erroneous information was on Event Book, it shall be the responsibility of the Seller to contact the Buyer and resolve the matter. Indexic will not be held liable for any erroneous information displayed in Event Book or for any transactions that may transpire while erroneous information is displayed.

Indexic will maintain a merchant account which allows Indexic to process credit card transactions for Sellers using Event Book. Indexic will notify Sellers via email when tickets are purchased for an event and make reports available to Sellers for their use in managing their ticket sales. Collected funds will be transferred to the Seller on the 2<sup>nd</sup> and 4<sup>th</sup> Fridays of each month for credit card transactions that have been batched and closed to Indexic's merchant account by Indexic's online credit card processor by the 1<sup>st</sup> and 3<sup>rd</sup> Fridays of the month. If there is not a 4<sup>th</sup> Friday in the month, funds will be transferred on the last day of the month.

For the limited purpose of facilitating the sale of Seller's Event tickets, as well as for Indexic's own marketing and advertising purposes relating to the Site and Services, Seller grants Indexic a non-exclusive, worldwide, royalty-free, irrevocable, fully assignable and sub-licensable license to use, display, publish, reproduce, distribute, and modify any content submitted by Seller through the Site or the Services. Seller further agrees that Indexic has the right to use Seller's name and likeness in connection with performance of the Services and for marketing and advertising relating to the Site and Services.

## **Identity Verification**

Indexic will not perform identity verification of the Buyers who purchases tickets using Event Book. Seller is responsible for such verification, including verifying that Buyers are of an appropriate age to attend the Event. Seller will not hold Indexic responsible for lost income resulting from ticket sales made using Event Book by Buyers using fraudulent or stolen identities and credit cards. Seller acknowledges that there is a risk of fraudulent transactions when executing transactions over the Internet and accepts all liabilities that may arise because of these transactions.

## **Commission/Fees**

Indexic will collect a commission on all tickets sold using Event Book Manager. The standard commission will be 10% (or other agreed upon commission rate) of the total sales transaction processed through Event Book Manager. The commission will be subtracted from the proceeds collected for the Seller. If the Seller is utilizing his own merchant account, then Indexic will collect a monthly service fee plus any applicable transaction fees based upon the Modules being used by the Seller. The Seller will

provide a valid credit card for Indexic to charge for the monthly billing. Indexic charges a \$1 per ticket service charge for all online ticket purchases which is paid by the consumer upon check out.

## **Taxes**

Seller is responsible for calculating all applicable taxes relating to Event tickets and properly inputting such information into Event Book. Indexic will remit collected taxes to the Seller with the ticket proceeds. Seller is responsible for remitting the taxes to the appropriate agencies as required by law, along with the submittal of all monthly, quarterly and yearly tax reports. Seller agrees that Indexic is not responsible in any way for the accuracy or suitability of any tax payments made by Seller to any agency as required by law. Seller shall reimburse and hold Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by Indexic that arise out of any third party or governmental claim that involves, relates to or concerns any federal, state, city or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or any dispute concerning the tax status of Seller or Indexic.

## **Returns/Cancellations**

Seller is responsible for developing and executing Seller's return and cancellation policies and resolving any disputes with Buyers. Indexic is only a facilitator in returning funds to the appropriate parties upon Seller's instructions. For returns and cancellations, Seller will refund any transaction directly through Event Book Manager, any amount can be refunded up to 100% of the ticket price. Indexic will be entitled to retain its commission for the ticket sale plus the ticket service charge, and shall be entitled to deduct such commission from Seller's account or promptly receive such commission from Seller.

## **Termination and Modification of Account**

Seller may terminate its account with Indexic at any time, provided Seller complies with all existing obligations to Indexic and regarding Event tickets purchased prior to the notice of termination. Sellers may modify or update accounts after logging in to the Event Book module on the Site. Indexic may terminate Seller's account with Indexic and use of Event Book at any time for any reason, with or without notice to Seller.

## **Copyright & Trademark**

The software and content incorporated by Indexic into the Event Book module, including but not limited to all text, graphics, logos, buttons, icons, images, audio clips, video clips and computer programs and other information not input by Seller, is the sole property of Indexic and is protected by U.S. and International copyright and trademark laws. EVENT BOOK is a trademark of Indexic with all rights reserved. Any unauthorized use, distribution, reproduction, modification or display of the Event Book module or the name Event Book is strictly prohibited. The Seller agrees that it does not have any claim

of ownership (or a license outside the use license provided by this Seller Terms) to the copyright and trademark of the Event Book module or name.

## **Changes, Maintenance and Temporary Interruptions**

Indexic reserves the right to change, perform maintenance or cause a temporary interruption of the Site and/or Event Book with or without notification to the Seller. Seller agrees not to hold Indexic liable for any change, modification or service interruption for any reason. Indexic does not guarantee that it can provide continuous, uninterrupted service to the Seller, and the Seller acknowledges that there may be outside factors beyond Indexic's control that may impact their ability to provide the services agreed upon.

## **Disclaimer of Warranty**

Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) offers the Services and the Site "as is" and "as available" without any warranty or condition expressed, implied or statutory. Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

## **Indemnity**

Seller agrees to indemnify, defend and hold Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Seller's use of the Site or the Services. Seller agrees to advance expenses and fees, including reasonable attorney's fees, to Indexic upon demand in the event Indexic (including its owners, shareholders, members, directors, officers, employees, subsidiaries, affiliates, representatives, agents, third-party contractors, attorneys, successors and assigns, and any other party involved in creating, producing or delivering the Site or the Services) is made a party to or threatened to be made a party to any action, suit, arbitration or other proceeding by any party due to or arising out of Seller's use of the Site or the Services.

## **Independent Contractors**

Indexic and Seller are independent contractors and no other relationship, besides that of independent contractors, is implied or created by the Seller Terms.

## **Correspondence**

All correspondence between Indexic and Seller shall be executed via email. Seller shall contact Indexic at [seller.support@indexic.net](mailto:seller.support@indexic.net), whereupon Indexic will send an automatic response back to Seller indicating that an email has been received. Indexic will use the email address supplied by Seller when setting up their account when initiating contact with the Seller.

## **Dispute Resolution**

These Seller Terms shall be interpreted in accordance with the laws of the state of South Carolina, exclusive of its conflict of laws provisions. Any dispute or claim arising out of, or in connection with, these Sellers Terms shall be finally settled in the Magistrate Courts of Charleston County, South Carolina. In the event that the jurisdictional requirements are not satisfied for appearance before the Magistrate Courts of Charleston County, any such dispute or claim shall be deemed to concern interstate commerce and shall be resolved by binding arbitration in Charleston, South Carolina and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of South Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction in Seller's state of residence. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party.

## **Agreement / Assignment**

These Seller Terms (including any other terms incorporated herein by reference) constitute the entire agreement between Seller and Indexic. Any other agreement, either written or oral, is deemed null and void with the execution of the Seller Terms. Seller may not transfer or assign the Seller Terms or its rights and obligations hereunder to another party without the written consent of Indexic. Indexic is not obligated to allow this assignment and may refuse based upon its sole discretion.