

# Indexic, Inc. Seller Terms of Service

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## **Overview:**

Indexic, Inc. (Indexic) shall provide to our Clients (Seller) an e-commerce link to Indexic's reservation software module that they can incorporate into their own company website. This e-commerce module will allow the Seller to sell tickets to their attraction (known as an event) over the internet without having to establish the necessary merchant accounts or maintain the e-commerce module. Indexic will process the ticket purchase using an encrypted secured socket technology, thus protecting the personal information of our Seller's buyer. Funds will be transferred to the Seller on a scheduled basis. In return for services, Seller agrees to allow Indexic to pass along a service fee to online ticket buyers.

## **Seller's Responsibilities:**

Seller is responsible for maintaining their website with information they feel is relevant to describe their events available for ticket purchase. Information can include but is not exclusive to event descriptions, restrictions, pricing, etc. Seller agrees to use Indexic's reservation software located on Indexic's website, [www.indexic.net](http://www.indexic.net), to establish their operating calendars and applicable pricing which will allow the Seller to sell event tickets on the e-commerce module supplied by Indexic. Each Seller will set up these calendars themselves. All changes to the operating calendar regarding days, times or pricing, will be made on the reservation software located at [www.indexic.net](http://www.indexic.net). Indexic will not be held responsible for any information that is not entered into the reservation software or entered incorrectly and thus potentially affecting ticket sales for that event. Seller is responsible for keeping his listings updated with any applicable changes such as coupons, rate changes, schedule changes, etc. Seller will not hold Indexic responsible for lost sales due to his lack of maintaining current information in the reservation software.

Seller agrees to supply Indexic with a valid email address for Indexic to use for sending ticket sale notifications and any correspondence. Seller is responsible for ensuring that the email address is operational, that Indexic emails are accepted and not designated as spam and for checking the email address for notifications from Indexic. Seller will not hold Indexic responsible for missed emails due to malfunctions in their email server, incorrect email settings or their non-checking of email. Seller will also supply remittance information to Indexic for the successful transference of funds. If the Seller is using their own merchant account, the Seller agrees to collect the service fees on behalf of Indexic and transfer them to Indexic bi-monthly along with applicable gateway fees.

## **Indexic's Responsibilities:**

Indexic is responsible for providing and maintaining an e-commerce module that allows a Seller to sell event tickets on his web site through an embedded link. This module allows the Seller to enter events, event descriptions, restrictions and pricing. Seller then establishes times and dates when these events are available for ticket purchase. This information is then displayed on the e-commerce module embedded in the Seller's website. Indexic will enable Seller to establish a unique user ID and password allowing them to access the administrative functions on the reservation software. These administrative functions permit them to add, change and delete events in the reservation software. Indexic will act

with due diligence in protecting all information entered by Seller in the reservation software and set up appropriate safeguards in this regard. If unauthorized access to Seller's information does happen through means unforeseen by Indexic, Indexic will act promptly to close this unauthorized access, stop ticket sales on the Seller's reservation software, and contact the Seller and work with them to ensure the proper information is entered into the reservation software. 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 the reservation software is not operational. Any tickets sold while erroneous information was on the reservation software are the responsibility of the Seller to contact the purchaser and settle with them. Indexic will not be held liable for any erroneous information displayed in the reservation software or for any erroneous transactions that may transpire while the erroneous information is displayed.

Indexic will maintain a merchant account which allows Indexic to process credit card transactions for Sellers using the reservation software. Indexic will notify Sellers via email whenever tickets are purchased for an event. Indexic will make reports available to Sellers for their use in managing their ticket sales. Collected funds will be transferred to the Seller every Tuesday via ACH with delivery to Seller's bank in three days. The payment will be for sales the previous week through Friday of that week.

Indexic allows Sellers to use their own merchant account if that merchant account is part of the merchant network Indexic is connected. If the Seller uses his own merchant account, all proceeds from sales will go into his account, including the service fees that belong to Indexic. Indexic will bill the Seller bi-monthly for the service fees collected on their behalf. Sellers using their own merchant account will also be responsible for reimbursing Indexic for gateway fees incurred on their behalf. The gateway connects Indexic's reservation software to a merchant processor and has to be used for online sales to occur. These charges will be billed to the Seller at the end of every month.

## **Tickets:**

Buyers will be able to purchase event tickets directly from the Seller's website. Prior to finishing the credit card transaction, Buyers will be required to acknowledge that the credit card transaction is being processed by Indexic, Inc. and they 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 with them as proof of purchase when arriving at the event. 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.

## **Identity Verification:**

Identity verification of each Buyer who purchases tickets from Seller using Indexic's reservation software module is not performed by Indexic. Seller will not hold Indexic responsible for lost income resulting from ticket sales made using the reservation software by Buyer's 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.

## **Service Fee:**

Indexic will collect a service fee on all tickets and catalog items sold using their reservation software module. The service fee is 6% of the shopping cart total, not including any taxes applicable to the items in the shopping cart. Service fees will be subtracted from the total proceeds collected for the Seller. The remaining amount will be credited to the Seller's account balance. If the Seller is using his own merchant provider, then Indexic will bill the Seller bi-monthly for the service fees collected and any applicable gateway fees.

## **Taxes:**

Indexic will collect any taxes that are applicable to a Seller's event and remit those taxes to the Seller along 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 and any parents, subsidiaries, affiliates, officers, directors, agents and employees 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:**

Sellers are responsible for developing and executing their own return and cancellation policies. Indexic is only a facilitator in returning funds to the appropriate parties upon Seller's instructions. For returns and cancellations, Seller will refund the tickets via the reservation software and the funds will go back to the credit card on file for the Buyer. Indexic will not refund the commission for the ticket sale to the Seller. Indexic has no control over and will not be held responsible for any delays incurred in a Buyer receiving a refund to their bank account.

## **Illegal Activity:**

Seller agrees that Indexic's reservation software module will not be used for any illegal or fraudulent activities as determined by U.S. and International laws. If any illegal or fraudulent activity is identified on the reservation software, Indexic will immediately discontinue service to Seller and notify the appropriate authorities. Indexic will not be held responsible or liable for any illegal or fraudulent activities that may have transpired while Seller was using our service.

## **Copyright & Trademark:**

The software and content incorporated into Indexic's reservation software module, including but not limited to all text, graphics, logos, buttons, icons, images, audio clips, video clips and computer programs, is the sole property of Indexic, Inc. and is protected by U.S. and International copyright and trademark laws. The reservation software is a trademark of Indexic, Inc. with all rights preserved. Any unauthorized use, distribution, reproduction, modification or display of the reservation software module or the name Indexic is strictly prohibited. The Seller agrees that they do not have any claim of ownership or licensee rights to the copyright and trademark of the reservation software module or the name Indexic.

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

Indexic reserves the right to change, perform maintenance or cause a temporary interruption of our site and/or the reservation software module with or without notification to the Seller. Seller agrees not to hold Indexic liable for any change, modification or service interruption contracted under this agreement, for any reason. Indexic does not guarantee that we 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.

## **Warranty:**

Indexic, Inc. along with its' Directors, Officers, Employees and Suppliers offer it's reservation software module and web site "as is" and "as available" without any warranty or condition expressed, implied or statutory. Indexic, Inc. along with its' Directors, Officers, Employees and Suppliers disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

## **Indemnity:**

You agree to indemnify, defend and hold Indexic, Inc. and its affiliates, and each of Indexic's and its affiliates' respective past, present and future officers, directors, agents, subsidiaries, employees, contractors, suppliers and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Service. You agree to advance expenses and fees, including reasonable attorney's fees, to Indexic upon demand in the event Indexic 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 your use of our Service.

## **Independent Contractors:**

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

## **Correspondence:**

All correspondence between Indexic and Seller shall be executed via email. The email address the Seller will use is [support@indexic.net](mailto:support@indexic.net). 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:**

If Seller has a dispute with Indexic, then Seller agrees that such dispute will be governed by the laws of the State of South Carolina. Seller consents to personnel jurisdiction and agrees to bring any suit or action only in the state and federal courts located in Charleston County, South Carolina.

## **Agreement:**

This agreement constitutes the entire agreement between Seller and Indexic. Any other agreement, either written or oral, is deemed null and void with the execution of this agreement. By registering with Indexic and using our services, you are expressly agreeing to be bound by the terms and conditions stated in this document. Seller may not transfer or assign this agreement along with its' rights and obligations 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. If Seller does not wish to be bound by these terms and conditions, then they may not use our services. Indexic reserves the right to change this agreement at any time and without notice to the Seller. If Seller continues to use the service after any changes to the agreement then he has agreed to the terms and conditions of the new agreement.