

TERMS OF USE AND SERVICE

TERMS OF USE

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1. Who we are

1.1 Fever Labs Inc. is a corporation duly organized and existing under the laws of the State of Delaware, United States of America, TAX ID 99-0368536, with offices at 50 Greene St 3 Fl, New York, NY 10013, United States ("Fever"). The Fever platform comprises this website and our mobile apps (iOS and Android), and helps people discover curated experiences in their cities.

1.2 The Services

Fever's Websites and domains, including www.feverup.com, and all of the webpages, subdomains, country level domain variants and subparts of those Websites (collectively, our "Website"), all of the services available on or through the Website or otherwise provided by us (including our application programming interfaces), and all of our free mobile applications, including without limitation, Fever app, are offered, maintained and provided by Fever. We refer to these as our "Services."

1.3 Users

Through the Services, Fever provides a simple and quick means for registered users who are event organizers, planners and charitable organizations ("Event Organizers") to create event registration, speaker profile, organizer profile, fundraising and other webpages related to their events, to promote those pages and events to visitors or browsers on the Services and to sell tickets and registrations (or issue free registrations) and sell merchandise related to those events to users who wish to make purchases, registrations or donations from or to such events (including to free events) ("Customers").

We refer to Event Organizers, Customers and other visitors and browsers of the Services collectively as “Users” or “you.”

2. Our Terms Of Use

2.1 Application

The following policy sets forth the terms and conditions upon which you may use the Services (the “Terms of Use”). If you use the Services in any way, these Terms of Use apply to you. By accepting the Terms of Service and using the Services in any manner, you agree to these Terms of Use without modification and enter into a binding contract with Fever.

2.2 Incorporation By Reference

These Terms of Use and the rights and obligations contained in these Terms of Use are in addition to and are incorporated into the Terms of Service by reference. Nothing in these Terms of Use shall be deemed to modify, waive, amend or rescind any other term of the Terms of Service.

3. Your Use Of The Services

3.1 The Services

Fever hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable (in accordance with Section 4 of the Terms of Service), limited right to access and use the Services solely for the purposes of (a) browsing the Services and searching for, viewing, registering for or purchasing tickets or making donations to an event that is registered on the Services; and/or (b) if you are an Organizer, creating event registration, speaker profile, organizer profile, fundraising and other webpages with respect to, and promoting, managing, tracking, and collecting sales proceeds for, an event, in each case (i) in compliance with these Terms of Use, Merchant Agreement, Privacy Policy and, in general, the Terms of Service; and (ii) to the extent permitted under all applicable local, state, provincial, national and other laws, rules and regulations. Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly (A) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Services; (B) 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, state, provincial, national or other law, rule or regulation); (C) rent, lease, resell, distribute, use the Services for timesharing, service bureau or other commercial purposes not contemplated by this paragraph or otherwise exploit the Services in any unauthorized or unintended manner; (D) remove or alter any proprietary notices or labels on or in the Services; or (E) engage in any activity that interferes with or disrupts the Services. Any rights not expressly granted in this paragraph are reserved.

3.2 Applications

You may access and use the Services through our Applications, Website or any other Fever Platforms (all together, "the Applications"). For clarity, any access to or use of the Services via the Applications and the Applications themselves shall be deemed to be part of the Services and subject to the Terms of Service and these Terms of Use. This right to access and use the Applications may be revoked in accordance with Section 4 of the Terms of Service and Fever may discontinue or modify the Applications as set forth in Section 12 below.

4. Fever's Role

4.1 Listing Service and Limited Agent

Unless otherwise stated in the contract between Fever and the Event Organizer (i.e.: prepurchase of inventory by Fever for certain events), Fever is not the organizer or owner of the events listed for sale or registration on the Services. Fever provides the Services, which allow Event Organizers to list and promote their events, but all sales are, by default and in origin, made by the respective Organizer listed on the applicable event page. Fever also acts as the Organizer's limited agent solely for the purpose of using its third party payment providers to collect payments made by Customers on the Services with respect to an event and passing such payments through to the applicable Organizer. It is the Organizer's sole obligation to ensure that any event page posting on the Services and the nature and conduct of the underlying event meet all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and services described in any event page posting are actually delivered in a satisfactory manner.

4.2 Payments from Customers

All payments made by Customers to attend the Events of Organizers will be made through the Fever Applications. Fever may use third party payment processing partners to process the transaction as Organizer's limited payment agent. It is established that for the purposes of purchasing tickets for events to be held within Sweden, you are contracting with Kzemos Sweden AB, a company duly incorporated under the laws of Sweden with registration number 559493-7293 and registered office at 7A Strandvägen, 114 56 Stockholm, Sweden. All payment transactions are made in accordance with the current regulations and through authorized payment providers.

4.3 Fees

Creating an account, listing an event through the 0% Commission Link and accessing the Services is free. We charge our fees only when you sell or buy paid tickets or registrations through one of Fever Platforms. All descriptions of standard fees on the Services represent the standard fees that Fever charges to Organizers. These fees may vary based on individual agreements between Fever and certain Organizers. These fees will be absorbed into the ticket or registration price and, at Fever's sole discretion, either a) paid by the Organizer out of ticket and registration gross proceeds or b) deducted by Fever from the amount owed by Fever to the

Organizer. The fees charged to Customers may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees and fulfilment fees. Therefore, the implied fees paid by Customers for an event are not necessarily the same as those charged by Fever to the applicable Organizer or the standard fees described on the Merchant Agreement. In addition, certain fees are meant, on average, to defray certain costs incurred by Fever, but may in some cases include an element of profit and in some cases include an element of loss. Fever does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges and currency conversion rates.

4.4 Refunds

The varying exchange and refund policies set forth by our Event Organisers prohibit Fever, by default, from issuing exchanges or refunds after a booking is placed.

If a refund or exchange is requested by a Customer, such request will be processed by Fever. Fever therefore asks that all Customers contact Fever's Customer Service with any refund requests.

Fever tickets are not refundable. In case an event is postponed, there is a change of venue or any other significant change to event (or, in the case of a music festival, to the line-up), or the event is cancelled for reasons not imputable to Fever, customers are required to contact Fever no later than the Monday following the event to request a voucher for the same ticket at a later date or the equivalent amount to be spent in other plans from the Application.

5. Email

5.1 Email Tools

Fever may make available to you features and tools that allow you to contact other users of the Services or third parties via email (the "Email Tools"). In the event that you use these Email Tools, you represent, warrant and agree that:

- (a) you have all right and authority necessary to send emails to the addresses on your recipient list, including without limitation, that such addresses were gathered on an opt-in basis in any jurisdiction where that is required by applicable local, state, provincial, national or other law, rule or regulation, and your emailing of such addresses complies with the privacy policy under which the recipient emails were gathered and which was disclosed to recipients at the time of gathering;
- (b) your use of the Email Tools is in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to spam and email;
- (c) your use of the Email Tools will be solely to manage a bona fide event that you have listed on the Services;
- (d) your use of the Email Tools and the content of your emails complies with Section 8.1 of these Terms of Use;

- (e) you will not use false or misleading headers or deceptive subject lines in emails sent using the Email Tools;
- (f) you will identify the email message as commercial in nature;
- (g) you will not hide, disable, remove, or attempt to hide, disable or remove the unsubscribe link that Fever includes on every email; and

5.2 Remedies

If you fail to abide by any of the foregoing, if your use of the Email Tools results in bounce rates, complaint rates or unsubscribe requests in excess of industry standards or if your emails are found to cause disruption to the Services, Fever may, among other actions, limit or suspend your access to the Email Tools or, ultimately, cancel your account.

6. Account, Password And Security

6.1 Registration

As part of certain registration processes on the Services, you will create an account or change or add information about your account. You agree (a) to provide true, accurate, current and complete information about yourself, (the "Registration Data"); and (b) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. In the event of any dispute between two or more parties as to account ownership, you agree that Fever shall be the sole arbiter of such dispute in its discretion and that Fever's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

6.2 Security

You are responsible for maintaining the confidentiality of your password and account details, and are fully responsible for all activities that occur under your account. You agree to immediately notify Fever of any unauthorized use of your password or account or any other breach of security.

6.3 Age Restrictions

Fever is concerned about the safety and privacy of children. For this reason, and to be consistent with the terms of use of any third party service providers used by Fever, you must be at least eighteen (18) years of age, or the legal age of majority where you reside, to use the Services. Otherwise you may use the Services only with the involvement of a parent or guardian. In any event, you may not use the Services or register if you are under the age of thirteen (13).

7. Content

7.1 Website Content

You agree that all material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by Fever in connection with the Services (collectively, "Website Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. Fever may own the Website Content or portions of the Website Content may be made available to Fever through arrangements with third parties. The compilation of all Website Content included in or made available through the Services is the exclusive property of Fever and is protected by copyright laws. Except as expressly authorized by Fever in writing or in connection with your permitted use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Website Content, or post any Website Content on any other website or in a networked computer environment for any purpose. You shall use the Website Content only for purposes that are permitted by these Terms of Use and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved.

7.2 Your Content

You acknowledge and agree that if you contribute, provide or make available any Content to the Services ("Your Content"), you hereby grant to Fever a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Services (including Fever's promotional and marketing services). Notwithstanding the foregoing, Fever does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms of Use will restrict any rights that you may have to use and exploit Your Content outside of the Services. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate the Terms of Service, including without limitation these Terms of Use and the Privacy Policy. In addition, Your Content must be accurate and truthful.

Fever reserves the right to remove any of Your Content from the Services at any time if Fever believes in its discretion that it violates the Terms of Service, including without limitation, these Terms of Use. In addition, you agree that Fever may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of Fever both on the Services and in marketing, advertising and promotional materials.

7.3 Feedback & Revisions

You hereby acknowledge that (a) any and all suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written

or oral feedback), information and reports provided to Fever by you (collectively "Feedback"); and (b) all improvements, updates, modifications or enhancements, whether made, created or developed by Fever or otherwise relating to Feedback (collectively, "Revisions"), are and will remain the property of Fever. All Feedback and Revisions become the sole and exclusive property of Fever and Fever may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Fever any and all right, title and interest (including, but not limited to, any patent, copyright, future copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. You hereby agree to waive any moral rights you may have in any and all Feedback and Revisions, and consent to any act which amounts to an infringement of any such moral right, in favor of Fever. At Fever's request, you will execute any document, registration or filing required to give effect to these provisions.

8. Conduct

8.1 Certain Restrictions

All interactions on the Website must comply with Fever's Terms of Service. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Website, we may limit your privileges on the Website and seek other remedies. The following activities performed by any user of the Website are prohibited on the Website and constitute express violations of The Terms of Service and of these Terms of Use:

A. Submitting any content to the Website that: i) contains personal information of users, such as their e-mail and name ("Personal Information"), except when we expressly ask you to provide such information ; ii) violates any national or international applicable laws (including but not limited to intellectual property laws, laws relating to rights of privacy and rights of publicity and laws related to defamation); iii) offers unauthorized downloads of any copyrighted, confidential or private information; iv) impersonates any person or entity, or falsifies or otherwise misrepresents yourself or your affiliation with any person or entity; v) possesses or creates a privacy or security risk to any person; vi) makes use of offensive language or images; vii) contains software viruses or malware or any other computer code designed to interrupt or limit the functionality of any computer software or hardware; or viii) is protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.

B. Attempting to do or actually doing any of the following: i) interfering with, disrupting or damaging the service given to any user in any manner, including, without limitation, submitting a virus to the Website or attempting to overload, "flood," "spam," "mail bomb" or "crash" the Website; ii) scanning or monitoring the Website for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information or similar data; iii) scanning or testing the security or configuration of the Website or to breach security or authentication measures; or iv) accessing data not intended for you, such as logging into a server or an account which you are not authorized to access.

C. Using any of the following: i) frames, framing techniques or framing technology to enclose any content included on the Website without our express written permission; ii) any Website content, including without limitation "Customer Information" (defined below in Section 14.2 of these Terms of Use), in any meta tags or any other "hidden text" techniques or technologies without our express written permission; iii) the Website or any of its resources to solicit consumers, activity providers or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Fever, including, without limitation, aggregating current or previously offered activities; or iv) the Website or any of its contents to advertise or solicit any content with commercial, political or religious purposes.

D. Collecting any of the following: i) personal Information, "Customer Information" (as defined in Section 14.2. of these Terms of Use); or ii) content from the Website, including, but not limited to, information in connection with current or previously offered activities; with the aim of featuring such content to consumers in any manner that diverts traffic from the Website without our express written permission.

E. Engaging in any of the following: i) tampering or interfering with the proper functioning of any part, page or area of the Website or any functions or services provided by Fever; ii) violating the restrictions in any robot exclusion headers on the Website or bypassing or circumventing other measures employed to prevent or limit access to the Website; iii) reselling or repurposing your access to the Website or any purchases made through the Website; iv) using any Fever account for resale or for speculative, false, fraudulent or any other purpose not expressly permitted by these Terms of Use; v) taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion); vi) accessing, monitoring or copying any content from the Website using any "robot," "spider," "scraper" or other automated means or any manual process for any purpose without our express written permission; vii) aggregating any current or previously-offered activities or other content or information from the Website (whether using links or other technical means or physical records associated with purchases made through the Website) with material from other websites and publishing it neither on our Website nor on a secondary website without our express written permission; viii) deep-linking to any portion of the Website (including, without limitation, the purchase path for any Ticket) without our express written permission; ix) hyperlinking to the Website from any other website without our written consent; or x) acting illegally or maliciously against the business interests or reputation of Fever and/or its subsidiaries or affiliates, including without limitation Fever Labs, Inc., our activity providers or our services.

8.2 Certain Remedial Rights.

You acknowledge and agree that Fever may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or for attending potential requests from public authorities and courts to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; (c) enforce or administer the Terms of Service, including without limitation, these Terms of Use; and/or (d) protect the rights, property and/or personal safety of Fever, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the

Services, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

9. Additional Services; Coupons and Vouchers

9.1. Other Services

Fever may, upon request, and for such fees as Fever may establish from time to time in its sole discretion, provide additional services to you beyond the basic functionality of the Site and Applications, including without limitation, marketing and promotion services, leasing ticket scanning and other equipment, providing on-site entry management consultants to assist you with your event set-up and providing dedicated account management services. All such additional services, whether provided prior to, during or following your event, shall be deemed a part of the Services and subject to all the terms and conditions of the Terms of Service, including without limitation, these Terms of Use. Such additional services shall be set forth in additional terms and conditions or other written agreements between you and an authorized officer of Fever, and shall set forth the applicable fees and the other terms and conditions relating to such additional services.

9.2. Coupons and Vouchers

Fever will, from time to time, grant vouchers (the “Coupons”) to Customers to redeem them at the time of purchasing a paid event through any of the Fever platforms. The use of and redemption of such coupons will fall under the specific conditions stipulated by Fever and added to the Coupon information available to the Customer. Fever reserves the right to stipulate, at its sole discretion, a different policy or set of terms for each of the Coupons granted.

Coupons are owned by Fever and are offered under its own discretion. The users agree that Coupons may be subject to change, whether they have been redeemed or not, in cases where Fever considers it necessary.

Each Coupon will only be valid and redeemable in the same city where the Coupon was originally granted. Trying to change the selected City in the Application for the sole purpose of being awarded the Coupons being offered in such different cities constitutes a wrongful use of the Applications and of Fever’s platforms and may automatically result in the cancellation of part or all of the user’s coupons or, ultimately, in the cancellation of the account.

Each Coupon has its own expiration date and conditions which will be indicated in the own coupon and that will be available to the Customer. Plans purchased with invalid coupons will be automatically cancelled.

10. Links

10.1 Third Party Websites

The Services may provide, or Users (in particular, Event Organizers) may provide, links to other Internet websites or resources. Because Fever has no control over such websites and

resources, you acknowledge and agree that Fever is 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, or any damages or losses related thereto, even if such websites or resources are connected with Fever partners or third party service providers. Any personal data processed by such third party websites is subject to their own privacy policies that you should read carefully and accept, when applicable. No personal data is transferred from Fever to those third party website, except in those cases set out in [the Privacy Policy](#).

10.2 Linked Accounts

As part of the Services you may be able to link an account you have with a third party service, such as a social media website (e.g.: Facebook or Google). By linking such third party account, you agree that Fever may access, make available to and store any Content that you have provided to and stored in such third party account so that it is available on or through the Services

11. Disclaimer

The Website and its content are delivered on an "as-is" and "as-available" basis. Fever disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. Fever does not promise that the Website will be error-free, uninterrupted, or that it will provide specific results from use of the Website or any content, search or link on it. Fever cannot ensure that files you download from the Website will be free of viruses or contamination or destructive features. Fever will not be liable for any damages of any kind arising from the use of this Website, including without limitation, direct, indirect, incidental and punitive and consequential damage. Fever makes no guarantee of any specific result from use of this Website or use of the Fever service.

12. Limitation of liability

Whilst we endeavour to ensure that the website is fully operational at all times, on those occasions when there are interruptions to service due to essential maintenance, system upgrades, internet service interruptions or any other factors beyond our control, Fever will not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, or for lost profits, revenues or business opportunities, even if Fever has been advised of the possibility of such damages. In no event shall Fever be liable for any indirect or consequential loss or any loss (whether incurred directly or indirectly) of profit, business, revenue, date, goodwill or reputation. Fever disclaims any and all liability for the acts, omissions and conduct of any third party users, Fever users, advertisers and / or sponsors on the Website, in connection with the Services or otherwise related to your use of the Website and /or the Services. Fever is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or reference on the Website. Notwithstanding the foregoing, nothing in the Terms of Service, in general, and in the Terms of Use, in particular, shall be taken to limit or exclude any liability which Fever may have for (i) death or personal

injury arising from Fever negligence; (ii) fraudulent misrepresentation; or (iii) any liability that cannot be excluded or restricted by law.

13. Intellectual Property

All content provided on the Fever website is protected by copyright, trademark, trade secret or other intellectual property laws and treaties. Fever, the website and design are protected by intellectual property laws and owned by Fever Labs, Inc. All rights reserved.

14. Privacy Policy; Customer information

14.1. Privacy Policy

Fever highly values the privacy of its user's. For more information regarding personal data protection, please refer to the Fever Privacy Policy [available here](#).

The Privacy Policy is incorporated into the Terms of Service by reference. You should review and accept the Privacy Policy.

14.2 Access to personal data by the Event Organizers

All Customer Information inputted by a Customer on event pages posted by an Organizer on the Services will be shared with the applicable Organizer and may also be used by Fever in accordance with our [Privacy Policy](#), including marketing or promotion of other events or services that may be of interest to the applicable Customer. Note that payment data (as [defined in the Privacy Policy](#)) will not be shared with Organizers. Each Organizer represents, warrants and agrees that (a) it will at all times comply with all applicable local, state, provincial, national and other laws, rules and regulations with respect to Customer Information; (b) it will at all times comply with any applicable policies posted on the Services with respect to Customer Information; and (c) upon a request of a given Customer or as permitted in Section 8.2 of these Terms of Use, Fever is authorized at its discretion to delete or anonymize Customer Information of a requesting Customer from the Services at which time it will no longer be available to Organizer through the Services or will no longer be linked to an identifiable Customer through the Services. For purposes of this Section, "Customer Information" means information about a given Customer made available on or through the Services, including, without limitation, name, address, e-mail address, past event attendance, event interests, credit card type, last 4 credit card digits and phone numbers, but excluding Payment Data.

TERMS OF SERVICE

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1. Who we are

1.1 Fever

The owner of the Website www.feverup.com as well as the application (or “app”) is FEVER LABS, INC. (hereinafter, Fever), TIN:99-0368536, registered at 50 Greene St 3 Fl, New York, NY 10013, United States.

Fever is a web and mobile app that drives users to consume offline entertainment by providing curated events based on its proprietary analytics of consumer data. Fever is able to drive traffic and provide an avenue for spontaneous discovery for event organizers.

1.2 The Services

Fever’s Websites and domains, including www.feverup.com, and all of the webpages, subdomains, country level domain variants and subparts of those Websites (collectively, our “Website”), all of the services available on or through the Website or otherwise provided by us (including our application programming interfaces), and all of our free mobile applications, including without limitation, Fever app, are offered, maintained and provided by Fever. We refer to all of these as our “Services.”

1.3 Users

Through the Services, Fever provides a simple and quick means for registered users who are event organizers, planners and charitable organizations (“[Event] Organizers”) to create event registration, speaker profile, organizer profile, fundraising and other webpages related to their events, to promote those pages and events to visitors or browsers on the Services and to sell tickets and registrations (or issue free registrations) and sell merchandise related to those events to users who wish to make purchases, registrations or donations from or to such events (including to free events) (“Customers”). We refer to Event Organizers, Customers and other visitors and browsers of the Services collectively as “Users” or “you.”

1.4 Contracting Party

The Services are being provided to you by, and you are entering into these Terms of Service with, Fever Labs, Inc., a Delaware Corporation with head offices at New York (50 Greene St 3 Fl, New York, NY 10013, United States) “Fever,” “us,” “we” or “our.”

2. Our Terms Of Service

2.1 Terms of Service Agreement

The following pages contain our Terms of Service Agreement (“Terms of Service”). These Terms of Service govern all of our Services, all of which are offered subject to your acceptance without modification of these Terms of Service. In addition to the Sections below, these Terms of Service include and incorporate by reference the following agreements, terms, policies, requirements and guidelines:

- our Terms of Use available [here](#);
- our Privacy Policy available [here](#);
- for Organizers who post events with paid or free tickets, either through our 0% Commission Link or through Fever Platforms, our Merchant Agreement available [here](#);
- additional terms and conditions that are displayed along with additional Services that you may use or purchase from time to time.

3. Your Acceptance

3.1 Binding Agreement

You agree to these Terms of Service and you enter into a binding contract with Fever either when you sign up for a registered account by clicking “Sign Up,” “Register Now,” “Get Started”, “Create your Event” or similar buttons, or if you are an unregistered Customer, when you purchase a ticket to or register for an event (including free events) or purchase merchandise, a service or make a donation related to an event, in each case by clicking “Pay Now,” “Register Now,” “Buy Now”, “Purchase”, “Join” or similar buttons, or in accordance with Section 3.2 below. In the case the Privacy Policy was not expressly accepted by you, while being a registered user, Fever will only process any personal data that is necessary to provide the Services. If you do not agree to any portion of these Terms of Service, do not use or access the Services. If you will be using the Services on behalf of an entity, you agree to these Terms of Service on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that entity. If you do not have such authority, or if you do not agree to any portion of these Terms of Service, do not use or access the Services.

THESE TERMS OF SERVICE INCLUDE (A) AN ARBITRATION PROVISION FOR USERS LOCATED IN THE UNITED STATES; (B) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST FEVER FOR USERS LOCATED IN THE UNITED STATES; (C) CERTAIN DISCLAIMERS OF WARRANTIES ON BEHALF OF FEVER; (D) CERTAIN LIMITATIONS OF LIABILITY FOR THE BENEFIT OF FEVER; AND (E) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST FEVER ARISING OUT OF DISPUTES BETWEEN YOU AND THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

3.2 Modifications

Except to the extent set forth in Section 6.10(i) below, Fever reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of these Terms of Service (or any of the agreements that make up these Terms of Service) at any time (collectively, “Modifications”). Modifications to these Terms of Service will be posted to the Fever website with

a change to the "Updated" date at the top of these Terms of Service. In certain circumstances Fever may provide you with additional notice of such Modifications, via email or with in-Service notifications. Modifications will be effective the sooner of any date established by Law or thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you, except that changes addressing new functions of the Services or which do not impose any additional burdens or obligations on you will be effective immediately. Fever will always inform you of any changes that may affect the use or processing of your Personal Data. Your continued use of the Services following the effectiveness of any Modifications to these Terms of Service constitutes acceptance of those Modifications as well. If any Modification to these Terms of Service is not acceptable to you, you must cease accessing, browsing and otherwise using the Services. Other than as set forth in this paragraph, these Terms of Service may only be modified through a written Ticketing Services Agreement or written Addendum Agreement , signed by you and an authorized officer of Fever.

3.3 Language

We may translate these Terms of Service (or any of the agreements that make up these Terms of Service) into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

4. Term; Termination

4.1 Term

These Terms of Service are effective upon your Acceptance as set forth under Section 3.1 above and continue in effect until terminated.

4.2 Termination by Fever

Except to the extent we have agreed otherwise in a separate written Addendum Agreement or Ticketing Services Agreement between you and an authorized officer of Fever, Fever may terminate your right to use the Services at any time for (a) your violation or breach of these Terms of Service; (b) your misuse or abuse of the Services; or (c) if allowing you to access and use the Services would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Fever to legal liability. We will use reasonable efforts to provide you notice of any such termination. Further, you agree that Fever shall not be liable to you or any third-party for any such termination of your right to use or otherwise access the Services.

The closure of your account will involve the deletion by Fever of all of your Personal Data.

4.3 Termination by You

Except to the extent you have agreed otherwise in a separate written Addendum Agreement or Ticketing Services Agreement between you and an authorized officer of Fever, you may terminate your access to the Services and these Terms of Service by deleting your account. Customers may cancel their account by contacting a Fever office by phone or email through one of the addresses or numbers set forth in Section 6.7. Event Organizers, except for those who may have entered into a separate Ticketing Services or Partnership Agreement (where the clauses specified therein will apply), may also cancel their account by addressing themselves to one of the contacts set herein.

In the event there is a separate agreement between you and Fever governing your use of the Services and that agreement terminates or expires, these Terms of Service (as unmodified by such agreement) shall govern your use of the Services unless and until you cancel your account.

4.4 Survival of Terms

All provisions of these Terms of Service that by their nature should survive termination of these Terms of Service shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses).

5. Special Terms For International Use

5.1 US Export Laws

The Services are subject to United States export controls and economic sanctions laws. In accepting these Terms of Service you represent and warrant that: (a) you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia or Canada has embargoed goods and/or services of the same type as the Services ("Restricted Countries"), including without limitation, Cuba, Iran, North Korea, Sudan or Syria; and (b) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (i) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; (ii) that appears on the U.S. Department of State's Terrorist Exclusion List; (iii) that appears on the Bureau of Industry and Security's Denied Persons, Entity or Unverified List; (iv) that appears on the Consolidated List of Targets published by the U.K. HM Treasury; (v) that appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade; (vi) that is subject to sanctions in any other country; or (vii) that is engaged in the design, development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles.

6. Important Legal Terms Governing All Use Of The Services

6.1 Indemnification

You agree to defend, indemnify and hold Fever, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, 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: (a) your breach of these Terms of Service, including, without limitation the Terms of Use, the Merchant Agreement and any other part of these Terms of Service; (b) your improper use of the Services; (c) your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party; or (d) in the case of Event Organizers, your events or the fact that Fever was providing Services with respect to those events, provided that in the case of (d), this indemnification shall not apply to the extent that the Claim arises out of Fever's gross negligence or willful misconduct. Fever shall provide notice to you of any such Claim, provided that the failure or delay by Fever in providing such notice shall not limit your obligations hereunder except to the extent you are materially disadvantaged by such failure.

6.2 Disclaimer of Warranties

FEVER PROVIDES OUR SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE AND WE TRY TO KEEP FEVER RUNNING, ERROR-FREE AND SAFE. BUT THERE ARE CERTAIN THINGS THAT WE DON'T PROMISE ABOUT OUR SERVICES AND YOU USE THE SERVICES AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FEVER HEREBY EXPRESSLY 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. BY WAY OF EXAMPLE, FEVER MAKES NO WARRANTY THAT (A) THE SERVICES (OR ANY PORTION OF THE SERVICES) WILL MEET YOUR REQUIREMENTS OR

EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU ACKNOWLEDGE THAT FEVER HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS' (INCLUDING CUSTOMERS', OTHER NON-ORGANIZERS' AND ORGANIZERS') CONTENT OR LISTINGS OR THE ABILITY OF ANY USER (INCLUDING CUSTOMERS AND ORGANIZERS) TO PERFORM OR ACTUALLY COMPLETE A TRANSACTION AND FEVER IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES, AND FEVER HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTIES. NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT

OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.3 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, FEVER, AND ITS AFFILIATES AND SUBSIDIARIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS, EMPLOYEES AND ANY APPLICABLE CARD SCHEMES, 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 THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION THE TERMS OF USE, THE MERCHANT AGREEMENT AND ANY OTHER PART OF THESE TERMS OF SERVICE, FOR: (A) 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 (EVEN IF FEVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (C) ANY OF YOUR CONTENT (AS DEFINED IN THE TERMS OF USE) OR ANY CONTENT OF ANY OTHER USER OF THE SERVICES, OR (D) ANY MATTERS BEYOND FEVER'S REASONABLE CONTROL. IN ADDITION, OTHER THAN THE OBLIGATION OF FEVER TO PAY OUT EVENT REGISTRATION FEES TO CERTAIN ORGANIZERS UNDER THE MERCHANT AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF FEVER, ITS PAYMENT PROCESSING PARTNERS, LICENSORS AND ANY APPLICABLE CARD SCHEMES FOR ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO, ARISING OUT OF OR RELATED TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION THE TERMS OF USE, THE MERCHANT AGREEMENT AND ANY OTHER PART OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO (I) FOR ORGANIZERS OF EVENTS WITH PAID TICKETS OR REGISTRATIONS, AND SUBJECT TO THE TERMS OF THE MERCHANT AGREEMENT, THE COMMISSIONS (NET OF FEVER PAYMENT PROCESSING FEES) THAT FEVER CHARGED YOU WITH IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CIRCUMSTANCES GIVING RISE TO YOUR CLAIM; AND (II) FOR ORGANIZERS OF EVENTS WITH FREE TICKETS ONLY, ORGANIZERS OF EVENTS PROMOTED THROUGH A 0% COMMISSION LINK, CUSTOMERS AND OTHER USERS, EITHER (1) THE TOTAL AMOUNT OF ALL TICKETS OR REGISTRATIONS THAT YOU PURCHASED OR MADE THROUGH THE SERVICES IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE

CIRCUMSTANCES GIVING RISE TO YOUR CLAIM; OR (2) IF YOU MADE NO SUCH PURCHASES, ONE HUNDRED U.S. DOLLARS (US\$100).

NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.4 Release

Fever provides a marketplace in which Customers and Event Organizers can transact. However, Fever could not function if it were held responsible for the actions or inactions of different Customers, Organizers and/or third parties both on and off the Services. Therefore, as an inducement to Fever permitting you to access and use the Services, you hereby agree to release Fever, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, partners and employees from all damages (whether direct, indirect, incidental, consequential or otherwise), 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 (including other Users) in connection with the Services or any event listed on the Services. In addition, you waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE RELEASED PARTY."

6.5 Trademarks

The trademarks, service marks and logos of Fever (the "Fever Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of Fever. 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," and, collectively with Fever Trademarks, 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 Fever specific for each such use. The Trademarks may not be used to disparage Fever, any third party or Fever's or such third party's products or services, or in any manner 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 Fever approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Fever Trademark shall inure to Fever's benefit.

6.6 Patents; Copyrights

A number of issued patents and patents pending apply to the Services. The Content (as defined in the Terms of Use) of the Services is also protected by copyrights owned by Fever and/or third parties. Please note that if you copy portions of the Services you are violating these patent rights and copyrights.

6.7 Notices

Notices to you may be sent via either email or regular mail to the address in Fever's records. The Services may also provide notices of changes to these Terms of Service or other matters by displaying notices or links to notices to you generally on the Services. If you wish to contact Fever or deliver any notice, you can do so as follows:

A) By post:

-United States:

Fever Labs, Inc.

50 Greene St 3 Fl, New York, NY 10013, US

-Europe:

Calle de Fernando el Santo 16, Madrid 28010, Madrid, Spain

B) By Email:

hello@feverup.com; hola@feverup.com, ola@feverup.com, salut@feverup.com

Please note that any notice related to personal data matters should be addressed in the terms set out in [the Privacy Policy](#)

6.8 Entire Agreement

These Terms of Service, including the Terms of Use, Merchant Agreement, Privacy Policy and any other part of these Terms of Service, constitute the entire agreement between you and Fever and govern your use of the Services, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and Fever on the subject matter hereof, other than any written Ticketing Services Agreement, Fever Equipment Lease Agreement or Addendum Agreement between you and an authorized officer of Fever relating to a specified event or events.

6.9 Choice of Law

Except as set forth in Section 6.10 below, these Terms of Service and the provision of the Services to you are governed by the laws of the state of New York, U.S.A., without reference to principles of conflict of laws.

6.10 BINDING ARBITRATION

ONLY FOR USERS LOCATED IN THE UNITED STATES:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. ANY DISPUTE OR CLAIM UNDER THESE TERMS OF SERVICE OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY;

CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED ONCE THIS SECTION IS EFFECTIVE

(a) Contact Us First

If you have a question or concern about the Services, please contact us first. Our customer support team will try to answer your question or resolve your concern.

(b) Agreement to Arbitrate

In the unlikely event that our customer support team is unable to resolve your concerns, we each hereby agree to resolve any and all disputes or claims under these Terms of Service or with respect to the Services through binding arbitration or in small claims court (to the extent the claim qualifies) instead of in courts of general jurisdiction and only on an individual basis and not as part of any purported class, consolidated or representative proceeding. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief as a court. Binding arbitration is subject to very limited review. Only the arbitrator appointed pursuant to this Section, and not any federal, state or local court or agency, shall have the authority to resolve any dispute or claim relating to this Section, including, without limitation, the scope, enforceability and arbitrability of these Terms of Service. This arbitration provision shall survive termination of these Terms of Service. These Terms of Service evidence a transaction in interstate commerce and the interpretation and enforcement of this Section 6.10 is governed by the Federal Arbitration Act, notwithstanding the choice of law set forth in Section 6.9 above.

(c) Scope of Agreement

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

(i) all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); and (iii) all claims that may arise after termination of these Terms of Service and/or your use of the Services. (d) Exceptions

Notwithstanding this Agreement to arbitrate, either party may (i) bring an action on an individual basis in small claims court (to the extent the applicable claim qualifies), (ii) bring issues to the attention of federal, state or local agencies which may be able to seek relief on a party's behalf, and (iii) bring suit in court to seek a preliminary injunction or other interim relief pending the outcome of arbitration. In addition, the portion of any dispute or complaint relating to our participation in the US-EU or US-Swiss Safe Harbor Frameworks is subject to the Dispute Resolution section of our Privacy Policy before being subject to this Section.

(e) No Class Actions.

YOU AND FEVER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

(f) Notice of Dispute.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to Fever must be addressed to the address in Section 6.7 above ("Notice Address") and must be sent by certified mail. The Notice to you must be addressed to a mailing, home or payment address currently on record with Fever and must be sent by certified mail. If Fever has no records of such physical address, such notice may be delivered to your Fever account email address. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If Fever and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Fever may commence an arbitration proceeding.

(g) Arbitration Proceedings.

The arbitration will be governed by the Commercial Arbitration Rules, or, if the actions giving rise to the dispute or claim relate to your personal or household use of the Services (rather than business use), the Consumer Arbitration Rules (in each case, the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Section 6.10, and will be administered by the AAA and settled by a single arbitrator. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of these Terms of Service. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Section 6.10. Unless Fever and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location in the United States for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, AAA shall determine the location. If your claim is for ten thousand dollars (\$10,000) or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All decisions by the arbitrator shall be final and binding and judgment on the award rendered may be entered in any court having jurisdiction.

(h) Costs of Arbitration; Legal Fees.

i. Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA rules, provided that if you are initiating an arbitration against Fever and the value of the relief sought is ten thousand dollars (\$10,000) or less, then Fever will advance all filing, administrative and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). If the circumstances in the preceding sentence apply, but the value of relief sought is more than ten thousand dollars (\$10,000) and you demonstrate to the arbitrator that such costs and expenses would be prohibitively more expensive than a court proceeding, then Fever will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to reimbursement as set forth below). In the event that the arbitrator determines that all of the claims you assert in arbitration are frivolous according to Federal Rule of Civil Procedure 11, you agree to reimburse Fever for all such cost and expenses that Fever paid and that you would have been obligated to pay under the AAA rules.

ii. Just as in any court proceeding, each party will initially bear its own attorneys' fees and expenses in connection with any arbitration. Should either party be determined to have substantially prevailed in the arbitration, then upon such party's request, the arbitrator shall award such prevailing party the reasonable attorneys' fees and expenses that it incurred in connection with the arbitration, provided that to the extent that the dispute or claim relate to your personal or household use of the Services (rather than business use) Fever will not seek to recover its attorneys' fees and expenses in an arbitration initiated by you. The arbitrator may make rulings and resolve disputes as to the reimbursement of attorneys' fees and expenses upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(i) Future Changes.

Notwithstanding any provision in these Terms of Service to the contrary, you and Fever agree that if Fever makes any future change to this arbitration provision (other than a change to the Notice Address) Fever will provide you with notice of such change and you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision as unmodified by such rejected change.

(j) Special Severability.

In the event that the provisions of Section 6.10(e) above are found to be invalid or unenforceable for any dispute or claim, then, notwithstanding Section 6.11, the entirety of this Section 6.10 shall be null and void with respect to such dispute or claim and Section 6.12 shall apply in lieu of this Section 6.10.

6.11 Waiver; Invalid Provisions

The failure or delay of Fever to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. No oral waiver, amendment or modification shall be effective under any circumstance whatsoever. If any provision of these Terms of Service is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect.

6.12 Judicial Forum

In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute for any reason, then any dispute or claim not subject to arbitration shall be resolved exclusively by a federal court located in the city of New York, New York, and to the extent there is no subject matter jurisdiction in such federal court, then a state court in the State of New York. Both you and Fever agree to submit to the personal jurisdiction and venue of such courts and agree that such forum is convenient.

6.13 Titles

Any Section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

6.14 Violations

Please report any violations of these Terms of Service by email. For any issue related to data protection matters, please use any of the means included [in the Privacy Policy](#).

6.15 Relationship

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Service, except to the extent expressly set forth in the Terms of Use and the Merchant Agreement.

ANNEX

FIFTH PURCHASE PROGRAM

- 1 The fifth purchase reward is the option to receive a voucher after four paid purchases done by one user in order to get the fifth purchase for free.
- 2 The fifth purchase rewards is offered by FEVER to specific aleatory users, not being mandatory to offer this option to all the users in our platform.
- 3 These four previous purchases have to be done in events in the same Country and the events must have a price higher than zero
- 4 This reward is limited to one thousand users.
- 5 The amount of the voucher is equal to the average of the prices paid by the user in their four previous purchases. Any kind of voucher applied in the four previous purchases will not be taken into account to calculate the amount of the reward voucher.
- 6 If the reward voucher is applied, none of the four previous purchases will be able to be cancelled
- 7 The four previous tickets and the reward voucher obtained are not transferable
- 8 If any of the four previous purchases is eventually canceled by the user, FEVER can cancel the voucher sent to the user
9. FEVER has the right to cancel this promotion at any time.

MERCHANT AGREEMENT

1. [Who We Are](#)
2. [Acceptance of Merchant Agreement](#)
3. [Registration & account security](#)
4. [Process of Acceptance and payments](#)
5. [Exchanges and refunds](#)
6. [Remedies](#)
7. [Prohibited Merchants; Prohibited Events; Prohibited Transactions](#)
8. [Permitted Uses of the Website](#)
9. [Customer data](#)
10. [Disclaimer](#)
11. [Limitation of liability](#)

12. [Indemnity](#)
13. [Trademarks](#)
14. [Privacy Policy](#)
15. [Contact information for customer service](#)

1. Who we are

The owner of the Website www.feverup.com as well as the application (or “app”) is FEVER LABS, INC. (hereinafter, FEVER), TIN:99-0368536, registered at 50 Greene St 3 Fl, New York, NY 10013, United States.

Fever is a web and mobile app that drives users to consume offline entertainment by providing curated events based on its proprietary analytics of consumer data. Fever is able to drive traffic, generate demand and provide an avenue for spontaneous discovery or other marketing services for event organizers.

Through your Fever secure portal account, you (hereinafter “you”, “the client”, “the Event Organizer” or “the user”) will be able to create and modify your own event listings, record details of cash and view ticket sales reports. Anytime there are modifications, these will have to be pre-approved by Fever before coming into effect.

2. Acceptance of Merchant Agreement

The following terms set forth the terms and conditions upon which you may use our Services to create, promote and/or collect sales proceeds from the sale of tickets, registrations, or other items (e.g., merchandise; travel; lodging) related to an event, and specifically applies to those who use the Services for such purposes. Except where specifically stated (e.g.: terms that apply to those Event Organizers in the case where they register an event through our 0% Commission Link) the terms included herein will apply to all Event Organizers that use any of Fever’s Services or enter into any type of Ticket Services or Partnership Agreement with Fever.

Fever provides the technical infrastructure to enable online sales by Event Organizers. If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions of use, which are incorporated into our Terms of Service and govern Fever’s relationship with you in relation to this Website and to any of the platforms and services related to it and managed by Fever. If you disagree with any part of these terms and conditions, please do not use our Website or any of the Fever Services, participate in any activity, purchase or sell any ticket, product or purchase any other service offered through the Website or any of the associated platforms.

We reserve the right at all times to discontinue or modify this Merchant Agreement or any part thereof in our sole discretion, with or without notice. If we make changes that affect your use of the Website or our services we will post notice of the change on the Terms of Services page. Any changes to these Terms will be effective upon our posting of the notice; provided that these changes will not apply to i) events created or ii) Tickets sold prior to the effective date of such changes. You may close your account and you should not use the Website or any of the services offered through the Website after the effective date of the changes in the event that you

do not agree to such changes. You agree that posting notice of any such changes on the Terms of Service page is adequate notice to advise you of these changes, and that your continued use of the Website or any of the associated services or platforms will constitute acceptance of these changes and the Terms of Use as modified.

This Merchant Agreement and the rights and obligations contained herein are in addition to and are incorporated into the Terms of Service by reference. Nothing in this Merchant Agreement shall be deemed to modify, waive, amend or rescind any other term of the Terms of Service.

3. Registration & account security

As part of entering into a Partnership or Ticketing Services Agreements or as part of the creation of an event or at any time following such creation, you may be required by Fever to provide additional information (beyond the information required to register for the Services) about yourself, the entity you represent (if any) and the principals/beneficial owners of the entity you represent (if any) (collectively, "Additional Registration Data"). As an example, the Additional Registration Data may include a current address, doing business as (DBA) names, description of products, website address, bank account or other payment account information, Tax Identification Numbers, date of birth, passport or driver's license number, country of origin, copies of government identification documents and other personal information. This information may be used to verify your identity, the validity and/or legality of your transactions and/or whether you qualify to use the Services for paid events. You agree to: (a) provide this information in a timely, accurate and complete manner and (b) maintain and promptly update this information in a timely manner to ensure it remains accurate and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or Fever has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fever has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of Fever.

During the Fever registration process, a unique account and password will be created. It is the responsibility of the Event Organizer and its Users to maintain the confidentiality of the password and account and are fully responsible for all activities that occur under your account, including without limitation, all actions by sub-users registered under your account. The Event Organizer must immediately notify Fever of any unauthorised use of your password or account or any breach of security. Fever cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorised access to or use of your account.

4. Event Registration Process; Payments

4.1. Overview

For the avoidance of doubt, Fever does not and will not provide banking, deposit taking, stored value, insurance or any other financial services to an Event Organizer other than serving as a limited payment collection agent as set forth below. To provide the EPP Service, Fever utilizes third party gateways, payment processors, merchant acquirers and/or merchant acquiring banks

with which we have relationships (collectively, “Payment Processing Partners”) and both Event Organizers and Fever are subject to the rules and regulations of such Payment Processing Partners.

4.2. Event Registration; Further onboarding on Fever Applications

As part of the Services offered by Fever, an Event Organizer can create its own event at no cost. For this matter, the Organizer will have to share some required information regarding the Organizer and the event by filling in an online questionnaire, “Create your event in Fever”. The Organizer will have to proceed to complete all of the required fields in the questionnaire in order for its event to be eligible for evaluation by Fever.

Once the Event Organizer has submitted the form “Create your event in Fever”, Fever will proceed to carry out the validation process, replying within 48 hours after the submission of such form.

The validation process by Fever may result in two different responses:

A- Valid / Accepted: Fever will share a link with the Event Organizer (the “0% Commission Link”) through which the Organizer of the event will be able to publish and promote the event through his own means. All sales achieved through the 0% Commission Link will entail no Commission.

Fever reserves the right to its sole discretion to decide if an event is compliant with Fever standards of quality and relevance in order to be onboarded to and promoted in the Applications or any other Fever platform. In the case that Fever decides to promote the event through the Fever app, web or media network; Fever will charge a 30% commission to the Event Organizer, calculated over the total amount of the sales achieved through Fever’s platforms (this 30% Commission, along with any other commission, discount, fee, or similar, agreed between Fever and the Event Organizer, either in writing or within the framework of a signed Ticket Services Agreement or Partnership Agreement, will constitute, altogether, “the Commission”).

B- Rejected: Fever will contact the Event Organizer to inform him/her that the event has been rejected. In this case neither the Event Organizer will receive the 0% Commission Link, nor the event will be promoted by Fever through its platforms.

4.3. Payments; Processing of Fever Commission

a) Sales made through events promoted on a 0% Commission Link

All sales achieved through the 0% Commission Link will entail no Commission. Fever will have to deposit the Event Organizer a sum equivalent to the face value of all the sales made through such means (these, as well as the face value of the sales generated through events promoted on any of the Fever Applications, will be considered, altogether, as “Registration Fees”), net of (i) our right of setoff against any debts or other amounts owed to us under this Merchant Agreement; (ii) any other deductions authorized pursuant to this Merchant Agreement (including but not limited to any refunds to be made to customers as a result of cancellation and net of any chargebacks as set below) ; and (iii) any reserves established as set forth in Section 5.1.(b). Such payment will be made within 15 days after the finalization of the event in an account specified by the user and by the means chosen by Fever.

b) Sales made through events promoted on any of the Fever Applications

After the finalization of the event, Fever will proceed to pay the Organizer an amount equivalent to the face value of the sales made through the Fever platforms net of (i) the value of the Commission charged (ii) our right of setoff against any debts or other amounts owed to us under this Merchant Agreement; (iii) any other deductions authorized pursuant to this Merchant Agreement (including but not limited to any refunds to be made to customers as a result of cancellation and net of any chargebacks as set below) ; and (iv) any reserves established as set forth in Section 5.1.(b). Such payment will be made within 15 days after the finalization of the event in an account specified by the user and by the means chosen by Fever.

Event Organizers do not need their own payment gateway to utilize the Fever payment processing option. All money shall be paid into the bank account specified in your payment details. It is not the responsibility of Fever to verify bank details but is the responsibility of the Event Organizer to ensure that accurate bank details are provided. Fever will not accept any responsibility if incorrect bank details have been provided by the Event Organizer or their account Users and monies owed are paid into the wrong bank account.

You agree that we may, from time to time, in our sole discretion, without notice to you, setoff against your reserve, setoff against any Event Registration Fees you receive, or both, based upon the level of refunds, disputed charges, chargebacks, customer complaints, allegations of fraud, changes in your credit profile or the underlying event(s)

risk profile, fraudulent conduct by you or anyone acting on your behalf, or breaches of the Terms of Service, including this Merchant Agreement. We may exercise such setoff rights before we make any payout to you. We are not liable to you for any claims resulting from our decision to exercise our setoff rights. We may also exercise any of our rights and remedies under Section 6 of this Agreement regarding recovery of such amounts due and payable to us from you.

4.4. Appointment as Agent

Event Organizer hereby appoints Fever as Organizer's limited payment collection agent solely for the purpose of collecting payments made by Customers for such events through our Payment Processing Partners. Organizer agrees that a payment made by a Customer to Fever shall be considered the same as a payment made by a Customer directly to the Event Organizer and the Event Organizer will sell or provide all advertised goods and services to the Attendee as if the Event Organizer had directly received the Event Registration Fees from such Attendee, regardless of whether the Event Registration Fees have yet to be received from Fever. The Event Organizer agrees that in its role as limited agent, Fever is authorized to (i) enable Customers to transfer or upgrade a ticket and/or registration (if such transfers are permitted by the Event Organizer during the event registration process); (ii) hold, disburse and retain proceeds on the Event Organizer's behalf pursuant to this Merchant Agreement; (iii) issue refunds to Customers as set forth in Section 5 below; and (iv) manage credit card chargebacks as set forth in subsection 4.5 below. In accepting appointment as the limited agent of the Event Organizer, Fever assumes no liability for any acts or omissions of the Event Organizer and Event Organizer understands that Fever's obligation to pay the client is subject to and conditional upon receipt of the associated Event Registration Fees from Customers. The client further authorizes Fever to delegate its obligations under this Merchant Agreement to certain of its affiliated entities both within and outside the United States, provided, that Fever will remain

liable for the discharge of its obligations under this Merchant Agreement by such affiliated entities.

4.5. Chargebacks

A chargeback occurs when a customer disputes a charge on their credit/debit card with our merchant services provider. When a chargeback occurs the merchant services provider will investigate as to whether the charge is to stand or be refunded to the customer.

Any credit card chargebacks or other transaction reversals initiated against Fever or its affiliates for any reason (except to the extent they are caused solely by Fever's negligence or willful misconduct) with respect to an Organizer's event and all related credit card association, payment processing, re-presentment, penalty and other fees and expenses incurred by Fever or its affiliates in connection with such chargebacks shall ultimately be the responsibility of the Event Organizer, and Event Organizer agrees to promptly and fully reimburse Fever for such amounts on demand. If such chargeback happens before the transfer of the funds to the Event Organizer, Fever will deduct such amount (including the penalty incurred) from the total amount due by Fever to the partner.

As part of Fever's limited payment collection agency, Fever will use commercially reasonable efforts to manage the re-presentment of such chargebacks and reversals on behalf of Event Organizer and Event Organizer hereby authorizes Fever to do so and agrees to use reasonable efforts to cooperate with Fever in such re-presentment. However, Fever shall have no obligation to represent any chargeback that it believes in its discretion it is more likely than not to lose or that relates to a transaction that should be refunded in accordance with our refund policy set within this Merchant Agreement. Both parties agree that Fever's loss of any chargeback that has been re-presented by Fever shall not in any way limit Event Organizer's obligation to reimburse Fever and its affiliates under this paragraph.

Any tickets that are subject to a successful chargeback dispute will be cancelled.

In case the chargeback is processed after the finalisation of the event or after having transferred the funds to the Event Organizer, and such chargeback results on a refund to the customer, Fever will still have the right to seek reimbursement for the chargeback amount and the penalty incurred. In such cases, Fever will deduct these amounts from any future amount due by Fever to the Event Organizer. In the case no further events are organised by the Event Organizer, Fever will have the right to seek reimbursement during a period of two (2) months since the finalisation of the event.

FAILURE BY THE EVENT ORGANIZER TO PAY THE CHARGEBACK AND ASSOCIATED PENALTIES WITHIN FIFTEEN (15) DAYS AFTER RECEIVING WRITTEN NOTICE FROM FEVER WILL RESULT IN THE BEARING OF INTERESTS AND OTHER ASSOCIATED COSTS SUBJECT TO THE PROVISIONS OF SECTION 6.1 AND 6.2 AND, ULTIMATELY, IN THE ACCOUNT BEING SUSPENDED.

4.6. VAT Liability

Event Organizer's remain solely responsible for the accounting and payment of VAT (or equivalent local, regional or national taxes) collected through the sale of tickets to HM Revenue

and Customs (or equivalent tax authority). Fever is only liable for the VAT component of the booking fee.

5. Exchanges, cancellations and refunds

5.1. Refunds and cancellations

a) Cancellations

No payments shall be made to the Event Organizer with respect to any event that is cancelled or with respect to which Fever believes there is a risk of cancellation or nonperformance, unless Fever receives adequate security (as determined by Fever in its discretion) for the client's obligations under this Merchant Agreement. In addition, no Event Registration Fees for a given event shall be earned until that event is successfully completed. If payments have already been made to an Event Organizer for a cancelled

event, the client will immediately refund to a payment address designated by Fever all such payments upon cancellation of such event for the purpose of effecting refunds if refunds are being made. You are responsible for complying with the requirements of Fever's Refund Policy Requirements incorporated herein. If you do not remit funds to Fever that are sufficient to cover refunds due to Customers for an event cancellation or nonperformance, including, but not limited to, any mandatory refunds under Section 5.1.(d) below, then you acknowledge and agree that the unremitted amount will become due and payable to us under this Merchant Agreement, and subject to a setoff right until you have satisfied the amount in full. Such unremitted amounts are also subject to the provisions of Sections 5.1(b) and 6 of this Merchant Agreement.

b) Reserves and Fever's Right of Setoff

Fever reserves the right to retain a certain percentage of the Registration Fees (with such percentage being determined by Fever in its discretion) to fund a reserve (i) at any time as we determine in our discretion to be necessary based upon the level (or expected level) of refunds, disputed charges, chargebacks, customer complaints, allegations of fraud or changes in Event Organizer's credit profile or the underlying event(s)' risk profile; and (ii) as otherwise necessary to secure the performance of your obligations under the Terms of Use and Conditions, including this Merchant Agreement, or to protect Fever against fraudulent or erroneous activity. Fever's right to hold a reserve shall continue following the applicable event(s) and until either (A) the Event Organizer has discharged all obligations under the Terms of Service and the applicable periods for refunds, disputed charges, chargebacks, and complaints have passed; or (B) Fever determines it no longer has risk or exposure that would otherwise be mitigated by the reserve. Further, the reserve is subject to the right of setoff as set forth in Section 4. In the event that the exercise of our setoff right does not fully cover the amount of funds due and owing from you to us under these Terms of Service, including this Merchant Agreement, then such amount of funds shall be deemed due and owing to us until you have satisfied the amount in full.

c) Refunds

The varying exchange and refund policies set forth by our Event Organizers prohibit Fever, by default, from issuing exchanges or refunds after a booking is placed. If a refund or exchange is requested by a Customer, such refund will be fully processed by Fever. In the case such refund

is finally executed, the value of such refund will be deducted from the amount owed by Fever to the Event Organizer, as set forth in Section 4.

Refunds that you are responsible for due to the cancellation or non-performance of an event are subject to the following refund requirements:

- (i) In the event of a full or partial event cancellation, Event Organizer agrees to remit funds due for refunds back to Fever so that refunds can be processed by Fever on the Event Organizer's behalf;
- (ii) Event Organizer agrees that, unless otherwise mutually agreed in writing (email acceptable) no refunds shall be made outside of any of the Fever's platforms;
- (iii) Event Organizer must remit funds to Fever that are sufficient to cover refunds due to Customers within five (5) days of the cancellation of the event;
- (iv) Organizer agrees to notify Customers of the event cancellation as soon as reasonably possible and prior to the event start time;
- (v) Organizer acknowledges that Fever reserves the right to charge the Event Organizer for the cost of chargebacks related to the cancelled event, and such amounts are also subject to the provisions of Sections 5.1(b) and 6.1. and 6.2. of this Merchant Agreement.
- (vi) If the Event Organizer cancels only part of a multi-day event, then Organizer agrees to submit to Fever the necessary funds for a refund equal to the pro-rata monetary value portion of the purchase price of a multi-day ticket based on the corresponding monetary value of the portion of the multi-day event that was cancelled. For example, if Organizer sells a 3-day ticket to a festival for \$150, and cancels 1 day of the festival, the Organizer must provide Fever enough funds for a \$50 refund to Customers for the cancelled day.
- (vii) If an event is cancelled by the Event Organizer within 24 hours before the event starts, this will lead to the payment by the collaborator of 30% of the face value of the tickets sold. This amount will be given to the users as a compensation of the event cancellation on such short notice.
- (viii) Event Organizer will provide clear instructions and contact information to Customers regarding the Refund Policy included within this Merchant Agreement so that Customers can make refund requests in due time (e.g.: Event Organizer agrees to inform Customers that they should duly ask for a refund before the Monday following the Event's stated or revised date as set forth in Sections 5.2 and 5.3 below).

Fever does not permit exchanges for tickets to other events.

d) Mandatory Refunds

Notwithstanding the foregoing, Event Organizer authorizes Fever to make refunds in the following situations (i) Organizer specifically authorizes the refunds at the time; (ii) the event description presented to a Customer at time of purchase is significantly different from the actual event; (iii) Customers are unable to attend the event due to failure of the Organizer to adequately plan for capacity, ingress or egress, or attendance will otherwise subject the Attendee to safety concerns; (iv) Fever believes in its discretion that specific orders should be refunded under certain applicable local, state, provincial, national or other law, rule or regulation; (v) Fever believes in its discretion that the refund request, if not granted, will lead to a chargeback that Fever is more likely than not to lose; (vi)

Organizer failed to list a refund policy on the applicable event page and Fever believes in its discretion that a refund would be reasonable under the circumstances; (vii) Fever believes in its

discretion that specific orders are fraudulent (e.g., made with stolen credit cards or otherwise not bona fide transactions); or (viii) Fever believes in its discretion that the order is a duplicate. Organizer also authorizes Fever to make refunds of any and all orders (including those for unrelated events) if (A) Fever believes in its discretion that Organizer has engaged in any fraudulent activity or made any misrepresentations; (B) Fever believes in its discretion that there is substantial risk of non-performance by Organizer with respect to the applicable event or future events; (C) Fever believes in its discretion that it is likely to receive complaints, refund requests, transaction reversals and/or chargebacks with respect to a substantial amount of orders; or (D) Fever believes in its discretion that Organizer is a Prohibited Merchant, has used the Services to process Prohibited Transactions or to manage Prohibited Events or that failing to make the refunds would otherwise expose Fever to legal liability. Because all sales are ultimately made by Organizers, Organizer hereby agrees to promptly and fully reimburse Fever and its affiliates upon demand for refunds that Fever makes pursuant to this Merchant Agreement, other than to the extent that the necessity for such refunds is caused by Fever's negligence or willful misconduct. Organizer acknowledges and agrees that chargebacks will result in losses to Fever in excess of the amount of the underlying transaction and that by refunding transactions in advance of a chargeback Fever is mitigating such losses and its damages with respect to Organizer's breach of this Merchant Agreement. If you do not remit funds to Fever that are sufficient to cover mandatory refunds as described by Sections 4 and 5 for an event cancellation or nonperformance, then you acknowledge and agree that the amount of such funds shortfall will become due and owing from you to us under the Terms of Service, including this Merchant Agreement, until you have satisfied the amount in full and such amounts are also subject to the provisions of Sections 5.1(b) and 6 of this Merchant Agreement.

5.2. Event postponed or change of venue

If an event is moved from its advertised venue and / or the date is changed, tickets already purchased may remain valid should the Customer wish to attend the revised Event. If not, Fever will refund the purchase price of a Customer's tickets. Customers must contact Fever no later than the Monday following the event's revised date.

5.3. Significant Change to Event Line-up

Should the headline artist not appear or if the line up or content is substantially changed from that advertised at the time of purchase, then Fever will on request refund the purchase price of a Customer's tickets including (in the case of those tickets sold through any of Fever platforms) our fee our commission; whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Customers must contact us as soon as possible and no later than the Monday following the event's stated date.

5.4. Refunds requested after the Transfer of Funds

Customers are required to contact Fever no later than the Monday following the event to request refunds due to a postponed event, change of venue or significant change to event or line-up. Refunds can then be processed prior to the transfer of ticket income to the Event

Organizer. Fever will not be able to process refunds after the Monday following the event unless the refund is due to an event cancellation that we have retained funds to cover all ticket refunds. If Customers request refunds of their tickets after the Funds have been transferred to the Event Organizer, the ultimate responsibility for the refund will still lie with the Event Organizer. Fever will continue to be in charge of processing the refunds and all Refund policies and the right of setoff will still be applicable as set forth within Section 5 of this Merchant Agreement.

In any case, FAILURE BY THE EVENT ORGANIZER TO PAY THE REQUIRED FUNDS TO PROCESS THE REFUNDS WITHIN FIFTEEN (15) DAYS AFTER RECEIVING WRITTEN NOTICE FROM FEVER WILL RESULT IN THE BEARING OF INTERESTS AND OTHER ASSOCIATED COSTS SUBJECT TO THE PROVISIONS OF SECTION 6.1 AND 6.2 AND, ULTIMATELY, IN THE ACCOUNT BEING SUSPENDED.

6. Remedies

6.1. Non-Exclusive Remedies

In the event that Event Organizer fails to pay to Fever any amount owed pursuant to this Merchant Agreement when due and following a late payment notice being delivered by Fever, such amount shall bear interest calculated from the date due until paid in full at a rate equal to the lesser of (i) one percent (1%) per month, compounded monthly; and (ii) the maximum amount permitted by applicable local, state, provincial, national or other laws, rules or regulations. In the event any amounts are owed by Organizer to Fever under the Terms of Service (including without limitation this Merchant Agreement), Fever may, without limiting its other rights and remedies and to the extent permitted by applicable local, state, provincial, national or other laws, rules or regulations (A) withhold any amounts due to the Event Organizer, whether for a particular event or for any other event that Organizer lists through the Services and use the withheld amount to setoff the amount owed by Organizer to Fever; or (B) send an invoice to Organizer for such amounts to the extent Organizer's outstanding balance is insufficient to cover these costs, in which case Organizer shall pay Fever such invoiced amounts within thirty (30) days after the date of the invoice. If payment for any amounts due to Fever hereunder is not made by Organizer when due and after receiving a late payment notice from Fever, Fever reserves the right, in its discretion and without limiting its other rights and remedies, to suspend or terminate Organizer's registration for the Services (including any and all accounts that Organizer may have). In addition, any such unpaid amounts due and owing to Fever are subject to collections in accordance with Section 6.2.

6.2. Collections and Cost of Recovery

Fever reserves the right to pursue any late and unpaid amounts due and owing to Fever for collections if such amounts are not paid within thirty (30) days after the date of the invoice. In addition, Organizer agrees to promptly and fully reimburse Fever upon its demand for all out-of-pocket costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Fever in collecting past due amounts or any other amounts due and owing from Organizer under this Merchant Agreement, the Terms of Service or otherwise. Organizer agrees that if Fever must seek collections for past due amounts and Organizer does

not respond or pay in full after receiving a collection notice, Fever reserves the right to pursue outstanding balances through any available legal means in accordance with the Terms of Service.

7. Prohibited Merchants; Prohibited Events; Prohibited Transactions

7.1 Prohibited Merchants

By registering for the Services and accepting this Merchant Agreement, you represent and warrant that:

- a) you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia or Canada has embargoed goods and/or services of the same type as the Services ("Restricted Countries");
- b) you are not a person or entity or under the control of or affiliated with a person or entity that (i) appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; (ii) appears on the U.S. Department of State's Terrorist Exclusion List; (iii) appears on the Bureau of Industry and Security's Denied Persons List; (iv) appears on the Consolidated List of Targets published by the U.K. HM Treasury; (v) appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade or (vi) is subject to sanctions in any other country; and
- c) you are not listed in the MasterCard MATCH terminated merchant database or Visa terminated merchant file and your right to access each Card Scheme and each Alternative Form of Payment is not presently revoked or suspended.

If you fall into any of the categories set forth above, as determined by Fever in its discretion, you are a "Prohibited Merchant."

7.2 Prohibited Events

You may not post events to the Services that:

- a) violate or facilitate the violation of any applicable local, state, provincial, national or other law, rule or regulation;
- b) would be prohibited under the Payment Scheme Rules;
- c) take place in Restricted Countries ; and
- d) contain any Content (as defined in the Terms of Use) that would violate the Terms and Conditions of Use.

Any event that falls into any of the categories set forth above, as determined by Fever in its discretion, is a "Prohibited Event."

7.3 Prohibited Transactions

You represent and warrant that you will not submit for processing through the Services:

- a) any transaction that would violate the payment rules set in this Merchant Agreement;
- b) any transaction that is fraudulent or criminal in nature;

c) any transaction that would constitute sending money to another party other than for the purchase of bona fide tickets or registrations to, or solicitation of a donation for, events, or sale of items related to such events.

Any transaction that falls into any of the categories set forth above, as determined by Fever in its discretion, is a "Prohibited Transaction."

7.4. Remedies

In the event that Fever discovers that you are a Prohibited Merchant, that you have posted a Prohibited Event and/or that you have attempted to process or processed a Prohibited Transaction, then Fever may take any or all of the following actions in its discretion in addition to any and all remedies that Fever may have under the law or elsewhere in the Terms of Service:

- a) suspend or terminate your Fever account;
- b) alter, edit, or remove any Prohibited Event or any portion thereof;
- c) block, reverse or refund any or all of your transactions;
- d) hold any and all funds associated with your account to the extent required by applicable local, state, provincial, national or other law, rule, regulation, judgment or order; and
- e) refer you, your events and/or your transactions and information relating to the same to our Payment Processing Partners, the Card Schemes and/or applicable law enforcement agencies for further action.

8. Permitted Uses of the Website

All interactions on the Website must comply with Fever's Terms of Service. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Website, we may limit your privileges on the Website and seek other remedies.

The following activities performed by any user of the Website are prohibited on the Website and constitute express violations of The Terms of Service and of this Merchant Agreement:

A. Submitting any content to the Website that: i) contains personal information of users, such as their e-mail and name ("Personal Information"), except when we expressly ask you to provide such information; ii) violates any national or international applicable laws (including but not limited to intellectual property laws, laws relating to rights of privacy and rights of publicity and laws related to defamation); iii) offers unauthorized downloads of any copyrighted, confidential or private information; iv) impersonates any person or entity, or falsifies or otherwise misrepresents yourself or your affiliation with any person or entity; v) possesses or creates a privacy or security risk to any person; vi) makes use of offensive language or images; vii) contains software viruses or malware or any other computer code designed to interrupt or limit the functionality of any computer software or hardware; or viii) is protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.

B. Attempting to do or actually doing any of the following: i) interfering with, disrupting or damaging the service given to any user in any manner, including, without limitation, submitting a virus to the Website or attempting to overload, "flood," "spam," "mail bomb" or "crash" the Website; ii) scanning or monitoring the Website for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information or similar data; iii) scanning or

testing the security or configuration of the Website or to breach security or authentication measures; or iv) accessing data not intended for you, such as logging into a server or an account which you are not authorized to access.

C. Using any of the following: i) frames, framing techniques or framing technology to enclose any content included on the Website without our express written permission; ii) any Website content, including without limitation "Customer Information" (as defined in Section 14.2 of the Terms of Use), in any meta tags or any other "hidden text" techniques or technologies without our express written permission; iii) the Website or any of its resources to solicit consumers, activity providers or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Fever, including, without limitation, aggregating current or previously offered activities; or iv) the Website or any of its contents to advertise or solicit any content with commercial, political or religious purposes.

D. Collecting any of the following: i) personal Information, "Customer Information" (as defined in Section 14.2 of the Terms of Use); or ii) content from the Website, including, but not limited to, information in connection with current or previously offered activities; with the aim of featuring such content to consumers in any manner that diverts traffic from the Website without our express written permission.

E. Engaging in any of the following: i) tampering or interfering with the proper functioning of any part, page or area of the Website or any functions or services provided by Fever; ii) violating the restrictions in any robot exclusion headers on the Website or bypassing or circumventing other measures employed to prevent or limit access to the Website; iii) reselling or repurposing your access to the Website or any purchases made through the Website; iv) using any Fever account for resale or for speculative, false, fraudulent or any other purpose not expressly permitted by these Terms of Use; v) taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion); vi) accessing, monitoring or copying any content from the Website using any "robot," "spider," "scraper" or other automated means or any manual process for any purpose without our express written permission; vii) aggregating any current or previously-offered activities or other content or information from the Website (whether using links or other technical means or physical records associated with purchases made through the Website) with material from other websites and publishing it neither on our Website nor on a secondary website without our express written permission; viii) deep-linking to any portion of the Website (including, without limitation, the purchase path for any Ticket) without our express written permission; ix) hyperlinking to the Website from any other website without our written consent; or x) acting illegally or maliciously against the business interests or reputation of Fever and/or its subsidiaries or affiliates, including without limitation Fever Labs, Inc., our activity providers or our services.

9. Customer data

In respect of any personal data (as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC), the Event Organizer is responsible to ensure that they comply with the

applicable laws and continue to comply with any future laws that may amend or replace the existing regime and any guidance notes or guidelines issued by the relevant data protection authority.

10. Disclaimer

The Website and its content are delivered on an "as-is" and "as-available" basis. Fever disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose.

Fever does not promise that the Website will be error-free, uninterrupted, or that it will provide specific results from use of the Website or any content, search or link on it.

Fever cannot ensure that files you download from the Website will be free of viruses or contamination or destructive features.

Fever will not be liable for any damages of any kind arising from the use of this Website, including without limitation, direct, indirect, incidental and punitive and consequential damage. Fever makes no guarantee of any specific result from use of this Website or use of the Fever service.

11. Limitation of liability

Whilst we endeavour to ensure that the website is fully operational at all times, on those occasions when there are interruptions to service due to essential maintenance, system upgrades, internet service interruptions or any other factors beyond our control, Fever will not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, or for lost profits, revenues or business opportunities, even if Fever has been advised of the possibility of such damages.

In no event shall Fever be liable for any indirect or consequential loss or any loss (whether incurred directly or indirectly) of profit, business, revenue, date, goodwill or reputation.

Fever disclaims any and all liability for the acts, omissions and conduct of any third party users, Fever users, advertisers and / or sponsors on the Website, in connection with the Fever service or otherwise related to your use of the Website and /or the Fever service. Fever is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or reference on the Website.

Notwithstanding the foregoing, nothing in the Merchant Agreement shall be taken to limit or exclude any liability which Fever may have for (i) death or personal injury arising from Fever negligence; (ii) fraudulent misrepresentation; or (iii) any liability that cannot be excluded or restricted by law.

12. Indemnity

You shall indemnify Fever, defend and hold harmless Fever and Fever affiliated or related companies and their respective joint ventures, successors, assigns, directors, officers, employees and agents and shall keep each of them fully and effectively indemnified against any and all losses, imposed on, incurred by or asserted against them arising from:

1. any breach of the Agreement or breach of warranty by the Event Organizer of the acts or omissions of the Event Organizer, your employees, sub-contractors or agents;
2. any Event or Venue (other than and to the extent that any losses arise directly from breach of this Agreement by Fever or our negligence);
3. any breach of copyright or privacy laws or any other applicable law;
4. any advertisement, marketing or promotion (other than any material produced by Fever), including without limitation the production and placement of fly-posters.

13. Trademarks

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14. Privacy Policy

Fever highly values the privacy of its user's. For more information regarding personal data protection, please refer to the Fever Privacy Policy [available here](#)

15. Contact information for Customer service:

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