



## TERMS & CONDITIONS

### Background

- A Humanitix provides a self-service online platform for ticketing for Event Organisers and Users which aims to turn every event into an opportunity for philanthropy by distributing the profits from all booking fees to charity.
- B Humanitix has agreed to provide the Services to the Event Organiser upon the terms and conditions contained in this Agreement.

### 1 Definitions

- 1.1 In this Agreement the following words will have these meanings:

**Agreement** means these terms and conditions, any schedules or documents appended or referred to and the Humanitix privacy policy.

**Applicable Laws** means all acts of New South Wales and all order, by-laws and regulations in any way governing or affecting the performance by Humanitix of the Services including, without limitation, any such act, by-law, order, rule, regulation or other lawful requirement relating to the provision of the Services.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in New South Wales, Australia.

**Confidential Information** means any and all information relating to any provision, or the subject matter, of this Agreement and any and all information concerning the activities, business, finances, software, know-how, data (technical or non-technical), trade secrets, projects, forecasts, and information relating to systems or processes, marketing information, customer information or any other information relating to or owned by a party or which is obtained directly or indirectly from another party under or in connection with this Agreement, in each case whether such information is oral, written or embodied in any other physical or electronic form.

**Early Payment** means the release by Humanitix of any proceeds from ticket sales for an Event on the Website in any proportion to the Event Organiser prior to the completion of the Event.

**Event** means an event created by the Event Organiser on the Website.

**Event Organiser** means a User who uses the Website to create, sell tickets, manage and host an Event.

**Events of Default** means the events specified in clause 11.

**Fees** means:

- (a) 4% + 99c per ticket including GST (**Standard**); or
- (b) Where the Event Organiser is a registered charity, 2.5% + 0.50c per ticket including GST (**Not-For-Profit**); or
- (c) As otherwise agreed expressly in writing by Humanitix Limited (**Premium**).

**GST** means goods and services tax in terms of the (Goods and Services Tax) Act 1999 at the rate prevailing from time to time.

**Humanitix** means Humanitix Limited.

**Intellectual Property Rights** means any and all intellectual and industrial property rights throughout the

world including but not limited to rights in respect of, or in connection with:

- (d) copyright (including future copyright and rights in the nature of, or analogous to, copyright);
- (e) trade marks;
- (f) inventions (including patents);
- (g) any confidential information;
- (h) service marks;
- (i) designs; and
- (j) circuit layouts,

whether or not existing now and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

**Services** means:

- (a) Access to a self-service platform for the creation of an event ticketing page that will allow for the direct purchase of tickets by Users;
- (b) The ability to create, customise and maintain an event ticketing page in accordance with the specifications listed on the Website;
- (c) Connecting Users to the event ticketing page using an official URL provided by Humanitix;
- (d) The ability to manage reporting and performance of the event ticketing page and event ticket sales using the dashboard provided by Humanitix; and
- (e) The ability to access our event ticketing mobile application.

**User** means a person using the Website.

**Website** means www.humanitix.com.

- 1.2 **Interpretation** - In this Agreement, unless the context requires:

- 1.2.1 Expressions defined in the main body of this Agreement have the defined meaning in the whole of the Agreement, including the background.
- 1.2.2 References to the clauses, sub-clauses, schedules, appendices, annexures and recitals are to the clauses, sub-clauses, schedules, appendices, annexures and recitals to this Agreement.
- 1.2.3 Section, clause and other headings are for convenience only and will not affect the interpretation of this Agreement.
- 1.2.4 Masculine will include feminine and vice versa.
- 1.2.5 Singular will include plural and vice versa.



- 1.2.6 Where any term defined in this Agreement takes a different form for reasons of grammar, the different form has a corresponding meaning.
- 1.2.7 References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental and other regulatory bodies or authorities and other entities, in each case whether having separate legal personality.
- 1.2.8 Reference to a party will include that party's executors, administrators, successors and permitted assigns.
- 1.2.9 Reference to a statute or regulation will include all amendments and re-enactments thereof and any subordinate legislation made thereunder.
- 1.2.10 Reference to dollars and \$ refers to Australian dollars (AUD\$) plus GST (if any) unless specifically stated otherwise.
- 1.2.11 References to times of day or dates are to New South Wales times and dates respectively unless specifically stated otherwise.
- 1.2.12 Any provision requiring performance of two or more persons shall bind those persons jointly and severally.
- 1.2.13 The term **including** means including without limitation.
- 1.2.14 Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be.

## 2 Services

- 2.1 **Services to be provided** - Humanitix will provide the Services to the Event Organiser according to these Terms.
- 2.2 **Humanitix Investigation** – the Event Organiser must notify Humanitix in writing within seven Business Days following delivery of the Services of any problem or error with any of the Services and Humanitix will investigate and respond to the Event Organiser within seven Business Days following receipt of such notice.

## 3 Fees

- 3.1 **Fees** - in consideration for the performance by Humanitix of the Services in accordance with this Agreement, the Event Organiser will pay Humanitix the Fees.
- 3.2 **Payment** – Humanitix will pay to the nominated bank account of the Event Organiser the proceeds of ticket sales from the Event on the Website (less the Fees which the Event Organiser irrevocably authorises Humanitix to deduct) within 5 Business Days from the date the Event is completed.
- 3.3 **GST** - The Fees include GST.
- 3.4 **Event Organiser Acknowledgement** - The Event Organiser acknowledges that they are liable for

payment of GST on proceeds of the Event Organiser's ticket sales.

## 4 Cancellation of Events and Refunds

- 4.1 **Event Cancellation** – the Event Organiser may cancel, postpone or significantly vary an Event in it's discretion.
- 4.2 **Effect of Cancellation** – when an Event is cancelled, postponed or significantly varied by the Event Organiser, the Event Organiser must:
  - 4.2.1 Email [refunds@humanitix.com](mailto:refunds@humanitix.com) to request a refund of the ticket price;
  - 4.2.2 Use it's best endeavours to inform ticket holders of the Event being cancelled postponed or significantly varied; and
  - 4.2.3 Offer ticket holders a comparable ticket to a postponed or significantly varied Event or a refund of the ticket for cancelled Events.
- 4.3 **Fees Non-Refundable** - the Event Organiser acknowledges that where an Event is cancelled for any reason whatsoever, the Fees are non-refundable and Humanitix is authorised to deduct the Fees prior to making any refunds to Users.

## 5 Pre-Release of Funds Exclusion

- 5.1 If Humanitix agrees to releasing an Early Payment, the Event Organiser acknowledges that the Event Organiser is solely responsible for all costs, claims and liabilities resulting from any cancellation of that Event and agrees that:
  - 5.1.1 The Event Organiser irrevocably releases and waives every interest, claim, set off right and demand which the Event Organiser may have against Humanitix in respect of the Early Payment; and
  - 5.1.2 The Event Organiser covenants and agrees that it will not now or in the future claim that it is entitled to exercise any right, power, privilege or remedy that may be conferred upon the Event Organiser against Humanitix in respect of the Early Payment; and
  - 5.1.3 The Event Organiser will indemnify and hold harmless Humanitix from and against any and all losses, liabilities, claims, demands, damages, proceedings and expenses whatsoever (including legal or other costs associated with enforcement or realisation of this indemnity), as incurred or suffered by Humanitix arising directly or indirectly in relation to the Early Payment.

## 6 Chargebacks and Reversals

- 6.1 **Event Organiser Responsibility** – The Event Organiser accepts full liability for the cost of chargebacks and reversals and all such ancillary fees (**Chargeback Costs**) incurred by Humanitix and acknowledges that Humanitix reserves the right to charge event organiser for all such Chargeback Costs.



6.2 **Reimbursement of Chargeback Costs-** The Event Organiser agrees to promptly and fully reimburse Humanitix for Chargeback Costs on demand.

6.3 **Representation by Humanitix** – The Event Organiser authorises Humanitix to represent chargebacks and reversals on behalf of them with the relevant card issuer and Humanitix will use commercially reasonable efforts to represent chargebacks and reversals on behalf of the Event Organiser.

6.4 **No Obligation** – The Event Organiser acknowledges and agrees that Humanitix has no obligation to represent chargebacks that it believes in its discretion that it will likely lose or relate to a transaction that should be refunded in accordance with the Event Organiser’s refund policy.

6.5 **Mitigation Acknowledgement** – The Event Organiser acknowledges that chargebacks and reversals result in loss to Humanitix in excess of the amount of the relevant transaction and therefore, refunding a transaction in advance of a chargeback is mitigating loss to the Event Organiser and the Event Organiser authorises Humanitix to make such decisions in its sole discretion.

6.6 **Retainer Authorisation-** Humanitix reserves the right to retain a reserve of funds from ticket sales for the amount of anticipated refunds, disputed charges, chargebacks, customer complaints or changes to the Event Organiser’s credit profile or risk profile, in such amount determined in its sole discretion.

6.7 **Shortfall** – If the reserve of funds at Clause 6.6 is insufficient to cover costs incurred by Humanitix, then the amount of that shortfall of funds are deemed due and owing by the Event Organiser and the Event Organiser agrees to pay such shortfall to Humanitix on demand.

## 7 Obligations

7.1 **Event Organiser Obligations** - The Event Organiser obligations include:

- 7.1.1 Creating each Event on the Website;
- 7.1.2 Providing the price for each ticket for the Event on the Website;
- 7.1.3 Being available to assist Users through the Website as their queries arise (e.g. responsible for lost tickets, cancellations, editing bookings and refunding tickets) within a 48 hour period;
- 7.1.4 Cooperating with Humanitix and assisting us in the performance of the Services;
- 7.1.5 Ensuring interactions with Users are carried out in a manner celebrating diversity and supporting equal rights;
- 7.1.6 Must not upload content to the Website that promotes intolerance, racism, illegal behaviour or contains defamatory content;
- 7.1.7 Not advocating, support or practise discrimination based on race, religion, age, national origin, language, gender, sexual orientation or mental or physical handicap; and

7.1.8 Not misusing any User data, personal information or sensitive personal information obtained as an Event Organiser in compliance with our Privacy Policy.

## 8 Humanitix Marketing and Promotions

8.1 **Promotional Material** – The Event Organiser acknowledges and agrees that Humanitix may without the Event Organiser’s permission, refer to the Event Organiser in any publicity following performance of the Services and with the Event Organiser’s written permission during the Services.

## 9 Nature of Relationship

9.1 **Relationship** – the Event Organiser acknowledges that the relationship between the Event Organiser and Humanitix is that of an independent contractor providing an online software service and not evidence of a partnership, joint venture, fiduciary relationship or an employment relationship.

## 10 Intellectual Property

10.1 **Ownership of Intellectual Property** – the Event Organiser acknowledges that all Intellectual Property Rights created in performance of this Agreement are owned by Humanitix and the Event Organiser will take all steps necessary to ensure that the Intellectual Property Rights remain the property of Humanitix.

10.2 **Non-exclusive License** – Humanitix grants the Event Organiser a non-exclusive, non-transferrable, revocable license to use the Intellectual Property Rights owned and provided by Humanitix to the Event Organiser to perform the Services.

10.3 **The Event Organiser acknowledgment** – the Event Organiser acknowledges that by posting or adding content to the Service, the Event Organiser grants Humanitix a perpetual, non-exclusive, royalty-free, irrevocable and transferable right and license to use that content in any way and permits Humanitix to authorise any other person to do the same thing.

## 11 Confidential Information

11.1 **Information confidential** - No party will at any time, directly or indirectly:

- 11.1.1 Disclose or permit any Confidential Information to be disclosed to any person; or
- 11.1.2 Use such Confidential Information other than for the purpose for which it was provided, except:
- 11.1.3 To the extent required by law; or
- 11.1.4 As is already public knowledge without a breach of this clause by the parties seeking to disclose or use such confidential information; or
- 11.1.5 As is authorised in writing by each other party; or



11.1.6 As is reasonably necessary to give effect to this Agreement.

## 12 Termination

- 12.1 **Events of Default** - The Event Organiser will commit an event of default upon the occurrence of any of the following events (**Events of Default**):
- 12.1.1 The Event Organiser engages in conduct which reflects in an unfavourable or substantially adverse way on the operation and reputation of Humanitix including Humanitix values and mission;
- 12.1.2 The Event Organiser, or any person that owns or controls the Event Organiser, is convicted of any criminal offence;
- 12.1.3 The Event Organiser breaches the Event Organiser obligations set out at clause **Error! Reference source not found.**;
- 12.1.4 The Event Organiser breaches any of the terms of this Agreement;
- 12.1.5 The Event Organiser is declared insolvent or makes any composition with its creditors; or
- 12.1.6 The Event Organiser wilfully or fraudulently misrepresents any aspect of the Services to customers.
- 12.2 **Right of termination** - Upon any Event of Default Humanitix may terminate this Agreement by notice in writing to the Event Organiser and remove it from the Website.
- 12.3 **Payment on termination** - Upon the termination of this Agreement as the result of an Event of Default Humanitix will immediately pay to the Event Organiser all moneys otherwise payable to the Event Organiser in full, other than the Fees which the Event Organiser irrevocably authorises Humanitix to deduct from such payment.
- ## 13 Limitation of Liability
- 13.1 **Time Limit** - All claims against Humanitix by the Event Organiser must be made within seven Business Days of the Event, or if applicable, termination of this Agreement.
- 13.2 **Total Liability** - The total liability of Humanitix for any loss arising from any defect or non-compliance of the Services or any other breach by Humanitix of its obligations under the Agreement will not in any circumstances exceed the Fees for the relevant Event.
- 13.3 **Limitation** - Humanitix will not be liable for:
- 13.3.1 Any consequential indirect or special damage or loss of any kind; or
- 13.3.2 Any loss caused by the Event Organiser's servants, agents or any other persons whatsoever.
- 13.4 **Indemnity** - The Event Organiser will at all times indemnify Humanitix against any claim by any User,

the Event Organiser's servants, agents or any other persons in respect of any loss arising from any matter whatsoever.

## 14 Information and Privacy Act

- 14.1 **Authorisation** - For the purpose of facilitating the efficient running of Humanitix's business, the Event Organiser authorises Humanitix to:
- 14.1.1 Collect all information it may require from any third parties and authorises those third parties to release that information to Humanitix; and
- 14.1.2 To hold all information given by the Event Organiser or any third parties to Humanitix; and
- 14.1.3 To use that information, including giving information to any other person to facilitate collection of debts from the Event Organiser.
- 14.2 **Conditions** - The information will be collected, held and used on the condition that:
- 14.2.1 It will be held securely at Humanitix's registered office; and
- 14.2.2 It will be accessible to any of Humanitix's employees and agents who need access to it for the efficient running of Humanitix's business; and
- 14.2.3 The Event Organiser may request access to and correction of it at any time.

## 15 General

- 15.1 **Waiver** - Failure of either party to insist in any instance upon strict performance by the other of any provision of this Agreement shall not be construed or deemed to be a permanent waiver of such or any other provision of this Agreement. Humanitix's rights and remedies will be cumulative and may be exercised singularly or concurrently.
- 15.2 **Entire agreement** - This Agreement is the complete and exhaustive statement of the agreement between the parties and supersedes all prior oral or written communications, proposals, agreements, representations, statements, negotiations and undertakings between the parties with respect to the Services.
- 15.3 **Severability** - Any illegality, unenforceability or invalidity of any provision of this Agreement will not affect the legality, enforceability or validity of the remaining provisions of this Agreement.
- 15.4 **Force majeure** - Humanitix will not be liable for damages or for delay in delivery or for failure to give notice of delay when such delay is due to conditions beyond Humanitix's reasonable control.
- 15.5 **Governing law** - This Agreement will be governed by, and construed in accordance with, the laws of New South Wales. Subject to the arbitration clause set out below, the parties submit to the exclusive jurisdiction of the Supreme Court of New South Wales.
- 15.6 **Notices** - Any notice to be given pursuant to these Terms will be in writing addressed to Humanitix Limited and left at or sent by e-mail, facsimile transmission or pre-paid registered airmail



post to the address of Humanitix Limited and will be deemed to be served:

- 15.6.1 on the day transmitted by e-mail or facsimile machine or when transmitted before 5pm on a Business Day, or if after 5pm on a Business Day the next Business Day; or
- 15.6.2 Ten (10) Business Days after it is so posted.