

Organizer Merchant Agreement – Boredom Eraser

Last modified: October 1, 2018

Organizer Merchant Agreement

This Organizer Merchant Agreement (“Merchant Agreement”) and the rights and obligations contained in this Merchant Agreement are in addition to and are incorporated into our Terms of Use by reference and govern our relationship with our event Organizers. Nothing in this Merchant Agreement will be deemed to modify, waive, amend or rescind any other term of the Terms of Use. Please read this Merchant Agreement carefully: it contains important information about payment and refund terms and requirements, event prohibitions, rights you provide to us, and other rights, representations and liabilities. Further, any terms herein are governed by the dispute resolution terms (and subject to all other terms of the Terms of Service, including the arbitration provisions set forth in our Terms of Use). We recommend that you read those Terms, as they may affect your rights.

1. Introduction

Boredom Eraser Inc. (“Boredom Eraser” “Company” or “We”) is the one source for stress-free planning of activities for kids! Whether it’s a day off, a weekend or a party, we connect parents with all that is available around town and we make it easy to schedule your events right through our website and app. Through our platform, mobile apps and services, we enable people to create, discover, share and register for events. Welcome!

a. Our Services

Our products, features and offerings are available (a) online; and (b) through mobile applications and mobile website (“Applications”) (collectively, our “Services”).

b. Organizers and Consumers

By “Organizer” we mean event creators using the Services to create, list or promote events for consumers using our Services (“Consumers”) (a) to consume information about, or purchase tickets for events, or (b) for any other reason.

Organizers and third parties using our Services are all referred to in these Terms collectively as “Users”, “you” or “your”.

c. Purpose

The following policy sets forth the terms and conditions upon which Organizers can use our Services to create, promote and/or collect sales proceeds for an event selling tickets and/or registrations (this “Merchant Agreement”). By accepting the Terms of Use, you agree to the terms of this Merchant Agreement without modification and enter into a binding contract with Boredom Eraser, which will be applicable when and if you use the Services to create, promote and/or collect sales proceeds for an event selling tickets and/or registrations.

2. Registration

As part of the creation of a paid event or at any time following such creation, you may be required to provide additional information about yourself, the entity you represent (if any) and

the principals/beneficial owners of the entity you represent (if any) (collectively, "Additional Registration Data").

For example, the Additional Registration Data may include 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.

3. Disclosure Authorization

Organizer agrees that we are permitted to share Registration Data (as defined in the Terms of Service), Additional Registration Data and information relating to your events and transactions on the Services with our Payment Processing Partners and with our/your bank or other financial institutions, in each case to the extent your transactions or events involve third parties. In addition, you authorize us to verify your Registration Data and Additional Registration Data and conduct due diligence on you through third parties, including third party credit reporting agencies.

We reserve the right to suspend your account or to withhold any amounts due to you in the event that we reasonably believe that your Registration Data or Additional Registration Data is inaccurate or if you fail to provide all Registration Data or Additional Registration Data within the timeframes requested.

4. Payment Methods; Payment Process

a. Payment Methods

There are two types of payment processing options that Organizers may elect to use to collect sales proceeds for paid tickets or registration: (i) "Facilitated Payment Processing" which consists of collecting all sales proceeds from ticket, registration and merchandise (or other item) sales and donations solicited via the Services (collectively, "Event Registration Fees") using third party payment services, such as PayPal®; and (ii) "Boredom Eraser Payment Processing," in which Boredom Eraser acts as Organizer's limited payment collection agent for the purpose of collecting Event Registration Fees through its Payment Processing Partners.

b. Our Role

For the avoidance of doubt, we do not and will not provide banking, deposit taking, stored value, insurance or any other financial services to an Organizer other than, for Organizers who elect Boredom Eraser Payment Processing, serving as a limited payment collection agent as set forth below. To provide this Service, Boredom Eraser utilizes third party gateways, payment processors, merchant acquirers and/or merchant acquiring banks with which we have relationships (collectively, "Payment Processing Partners") and both Organizers and Boredom Eraser are subject to the rules and regulations of such Payment Processing Partners.

For convenience, Boredom Eraser shows you a balance of proceeds for your events in your Boredom Eraser account, however, that balance merely reflects the amount of Fees collected by a third-party payment service and not a store of value or a deposit/current account.

c. Confirmations

Upon an order being placed by a Consumer and confirmed through Boredom Eraser, we generate a confirmation message and issue a unique confirmation number for such Consumer's order. Organizer agrees to unconditionally accept, honor and fulfill all ticketing, registration, merchandise and donation commitments that have been confirmed by Boredom Eraser through the Services. Organizer agrees it is Organizer's responsibility to verify a Consumer's confirmation number and/or any event restrictions prior to the applicable event.

d. Fees

Regardless of the payment processing option elected, Organizer agrees to pay Boredom Eraser all applicable service fees for each ticket, registration or other item sold or donation solicited via the Services (the " Boredom Eraser Service Fee"). Boredom Eraser may charge various fees to Consumers that are not passed on to Organizers, related to ticket sales, processing, handling, and access to various Boredom Eraser content and services. We have sole discretion to set and assess such fees.

e. Subscriptions

To enjoy full access to posting your events, you need to sign up for a subscription. A subscription starts on the date that you sign up for a subscription and submit payment via a valid Payment Method or reactivate a pre-existing subscription. Unless we otherwise communicate a different time period to you at the time of sign up or otherwise (such as a multi-month commitment plan), each billing cycle is one month in length (a "Subscription Cycle"). Your subscription automatically renews each month, and we will automatically bill the monthly subscription fee to your Payment Method each month, until your subscription is cancelled or terminated.

For example, if you purchase your subscription on April 5, your subscription will automatically renew on May 5. You must provide us with a current, valid, accepted method of payment ("Payment Method"). We may update the accepted methods from time to times. If you add a subscription to your base subscription or if you upgrade or downgrade to a different subscription, all such subscriptions will be governed by these Terms and will continue indefinitely until canceled or terminated.

By initiating a subscription, you authorize us to charge you for your initial subscription period and a recurring monthly subscription fee at the then current rate, which may change from time to time. You acknowledge that the amount billed each month may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Site, such as any applicable sign-up fee, taxes and cancellation or late fees, as further explained below. Note that even if you do not use the subscription or access the Site and/or Classes, you will be responsible for subscription fees until you cancel your subscription, or it is otherwise terminated.

When you sign up and purchase your subscription, your first Subscription Cycle will be billed immediately. Unless we expressly communicate otherwise, your subscription will automatically renew each month and you will be billed on the same date each month. We reserve the right to change the timing of our billing (and if we do, we'll adjust the amounts we charge, as appropriate). In the event your paid subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your subscription or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your subscription.

f. Cancellations; Nonperformance

No payments will be made to Organizer with respect to any event that is cancelled or with respect to which Boredom Eraser believes there is a risk of cancellation or nonperformance, unless Boredom Eraser receives adequate security (as determined at Boredom Eraser's discretion) for Organizer's obligations under this Merchant Agreement.

No Event Registration Fees for a given event will be earned until that event is successfully completed. If payments have already been made to an Organizer for a cancelled event, Organizer will immediately refund to a payment address designated by Boredom Eraser all such payments upon cancellation of such event for the purpose of effecting refunds if refunds are being issued.

You are responsible for complying with these requirements which are in addition to and are incorporated into the Terms of Use by reference. If you do not remit funds to Boredom Eraser that are sufficient to cover refunds due to Consumers 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 these Terms of Use, including this Merchant Agreement, until you have satisfied the amount in full.

g. Chargebacks; Reversals

Any credit card chargebacks or other transaction reversals initiated against Boredom Eraser or its affiliates for any reason (except to the extent they are caused solely by Boredom Eraser'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 Boredom Eraser or its affiliates in connection with such chargebacks will ultimately be the responsibility of Organizer, and Organizer agrees to promptly and fully reimburse Boredom Eraser for such amounts on demand.

5. Refund Policy and Process

Regardless of what payment method is selected, Organizer agrees to communicate a refund policy to Consumers with respect to each event posted on the Services that meets the requirements of the Organizer Refund Policy Requirements and to administer such policy in accordance with its terms. The Organizer Refund Policy Requirements are incorporated by reference into this Merchant Agreement. Refunds that you are responsible for due to the cancellation or nonperformance of an event are subject to the following refund requirements:

- a. In the event of a full or partial event cancellation, Organizer agrees to issue refunds to Consumers directly, or by remitting funds due for refunds back to Boredom Eraser so that refunds can be processed by Boredom Eraser on the Organizer's behalf.
- b. Organizer agrees that no refunds will be made outside of the Boredom Eraser platform (e.g. offline).
- c. If Organizer elects to remit funds back to Boredom Eraser so that Boredom Eraser can process refunds on Organizer's behalf, Organizer must remit funds to Boredom Eraser that are sufficient to cover refunds due to Consumers within 5 days of the cancellation of the event.
- d. Organizer agrees to notify Consumers of the event cancellation as soon as reasonably possible and prior to the event start time.
- e. Organizer will be the main point of contact for Consumers with refund requests, and Organizer will instruct the Consumers not to contact Boredom Eraser with refund requests.
- f. Organizer will provide clear instructions and contact information to Consumers so that Consumers can make refund requests.
- g. Organizer acknowledges that Boredom Eraser reserves the right to charge the Organizer for the cost of charge backs related to the cancelled event.
- h. If the Organizer cancels only part of a multi-day event, then Organizer agrees to refund a 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 a \$50 refund to Consumers for the cancelled day.
- i. If the Organizer is offering Consumers a credit in lieu of purchase price refund, then such offer must be of equal or greater value to the value of the ticket for the cancelled event and such value must be clearly communicated to the Consumers. Organizer agrees that it will be fully liable for the cost of chargebacks received related to purchases even if a credit refund is given.
- j. Regardless of what payment method is selected, all disputes regarding refunds are between Organizer and its Consumers.

6. Taxes

You are solely responsible for determining which, if any, sales, use, amusement, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to your use of the Services and to sales you make using the Services. You agree that it is your sole responsibility to, and that you will, collect and remit the correct amounts of all such Taxes to the applicable governmental authorities ("Tax Authorities").

If you do collect Taxes and use Boredom Eraser Payment Processing, Boredom Eraser will pay such amounts to you at the same time as the underlying Event Registration Fees. You are responsible for remitting all such Taxes to the appropriate Tax Authorities. Boredom Eraser cannot give you legal or tax advice, so please be sure to check with your own tax advisor about any applicable Taxes. In the event that a Tax Authority requires Boredom Eraser to pay any Taxes attributable to your use of the Services or to sales you make using the Services, you agree to promptly and fully reimburse Boredom Eraser for such Taxes upon demand and all costs, penalties, interest and expenses related thereto.

In addition, due to IRS regulations, if Boredom Eraser processes transactions and issues you payouts (A) for more than twenty thousand dollars (\$20,000) in gross sales; and (B) for more than two hundred (200) transaction orders, in each case during a given calendar year and in the aggregate across all of your accounts, Boredom Eraser is required to report to the IRS (i) the gross amount of transactions for which you have been paid in that calendar year and in each month of that calendar year; (ii) your name; (iii) your address; and (iv) your Tax Identification Number ("Your Tax Information"). As part of these IRS regulations, Boredom Eraser is required to either (A) collect Your Tax Information; or (B) establish that you are a foreign person not subject to US taxes, before your accounts pass the two hundred (200) order transaction threshold in the aggregate. Once your accounts cross the two hundred (200) order transaction threshold, you agree that you will not receive any further payments from Boredom Eraser until either (A) or (B) above are satisfied.

Boredom Eraser reserves the right to withhold the payment of any amounts owed to you hereunder and dispose of them as required by applicable local, state, provincial, national or other law, rule, regulation, judgment or order, in each case as determined by Boredom Eraser, or to seek later payment from you of any amounts on taxes uncollected and unremitted, related to your events.

7. Prohibited Events

You may not post events to the Services or engage in activities through 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. contain any Content (as defined in the Terms of Use) that would violate the Terms of Use, or our Community Guidelines.
- d. Any event that falls into any of the categories set forth above, as determined by Boredom Eraser in its discretion, is a "Prohibited Event."

8. Remedies

In the event that Boredom Eraser 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, Boredom Eraser may take any or all of the following actions in its discretion in

addition to any and all remedies that Boredom Eraser may have under the law or elsewhere in the Terms of Service:

- a. suspend or terminate your Boredom Eraser 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 (without further notice to you) to our Payment Processing Partners and/or applicable law enforcement agencies for further action.

9. Representations And Warranties

In addition to the representations and warranties contained herein, you represent and warrant to us that (a) if you represent an entity, that entity is duly organized, validly existing and in good standing under the laws of the state, province or country of its formation; (b) you, or the entity you represent (if applicable), have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby; (c) the entering into and performing of this Agreement by you, or if you represent an entity by the entity you represent, will not result in any breach of, or constitute default under, any applicable local, state, provincial, national or other law, rule, regulation, judgment or order, or other agreement to which you or it is a party, including without limitation, any other agreement for the sale of tickets or registrations; and (d) if you represent an entity, you have the full right, legal power and actual authority to bind such entity to the terms and conditions hereof.

Further, you represent, warrant and acknowledge that you (not we) are solely responsible for ensuring that your events are ticketed correctly, and that only valid tickets are honored. You understand and agree that Boredom Eraser is not liable for any costs arising from whether a presented ticket is or is not valid, or is or is not honored, including any tickets procured through, or representing, fraud or deceptive practices.

10. Termination

In addition to our right to terminate your use of the Services under the Terms of Use, Boredom Eraser may terminate this Merchant Agreement and your right to use the Services to create, promote and collect sales proceeds for events (a) if you are in violation or breach of any provision of this Merchant Agreement; (b) if our Payment Processing Partners terminate our right to provide services to you or your right to accept payments via their services in their sole discretion; or (c) if Boredom Eraser is served with legal process seeking to attach or garnish any of your funds or property in Boredom Eraser 's possession.

11. Assignment

Organizer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Boredom Eraser. Any purported assignment or

delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

12. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.