

# Events.org Services Agreement

Welcome to Events.org.

This Events.org Services Agreement (“Agreement”) is a legal agreement between Events.org. (“Events.org”, “us”, or “we”, “provider”) and the entity or person (“Organization”, “you”, “your”, or “user”) who registered on the Events.org Account Getting Started page to receive certain technology, data, payment processing, and analytics services, and other business services that may be offered by Events.org and its affiliates (each, a “Service”). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please contact us before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

1. Definitions. The following terms shall have the following meanings in this Agreement, respectively:

"Contribution" means any contribution or payment of money that is made by any third party to Organization from time to time for or in connection with any Ticket or Online Auction, and is facilitated by Provider pursuant to this Agreement.

"Contributor" means any third party that makes any one or more Contributions or Registration to Organization from time to time.

"Event" means any event, activity, membership or other offering of Organization with respect to which Provider is engaged by Organization to provide any service(s) to Organization from time to time (excluding securities as defined by the Security Act of 1933 and the Security Exchange Act of 1934).

“Revenue” means all payments facilitated by Provider from time to time from Contributions.

"Ticket" means any ticket, reservation, registration, tuition, event raffle tickets, membership dues, license, certificate, and/or confirmation that allows any Contributor access to, participation in, or use of any of Organization’s Events from time to time (excluding securities as defined by the Security Act of 1933 and the Security Exchange Act of 1934).

2. Technology Services. Provider shall provide such services from time to time as are specified in <https://events.org/features>.

3. Fees. Provider shall charge fees (the "Fees") for its services in accordance with the fee table as described below. Provided that (notwithstanding any other provision of this Agreement) the Fee Table may be amended from time to time by Provider, in Provider's sole discretion, upon 60 days prior written notice to Organization. This shall not impact service package fees already under contract, but will affect payment processing fees when adjusted by the Credit Card banks.

Fee Table

Payment Processing (all inclusive)	3.5% + \$1 per transaction
Admin Users (service license fees)	\$100 per admin user per month
Other services	Pricing provided separately when applicable

4. Transactions.

(a) Organization hereby grants Provider the authority to receive Revenue on Organization's behalf, and to do all other things deemed necessary or appropriate by Provider in performance of Provider's obligations under this Agreement, and consents to the use of Organization's name, logos, marks, and posted information on the Website as contemplated under this Agreement. Organization further consents to Provider's use of Organization's name in Provider's promotional materials for purposes of citing Organization as a client of Provider.

(b) Cancellations, Credits and Chargebacks. Provider shall not initiate any credits or refunds to any Contributor without Organization’s prior written authorization by e-mail or fax. Provider reserves the right to

require, solely at its discretion, fax authorization with signature by Organization for specific credits or refunds. Provider charges a refund fee, as outlined in the Fee Table, for each cancelled, credited or refunded transaction that it processes at Organization's request. All credit card transaction cancellations, credits, refunds and chargebacks (and associated fees) relating to any Contribution shall be charged back to the Organization. At its own discretion, Provider may (notwithstanding the Payment Schedule, as defined below) withhold up to 10% of Revenue relating to any Event for a period of up to 60 days after the Event end date, to assure that the Event occurs as planned and to allow for all cancellations, credits, refunds and disputed charges to clear processing. If an Event is cancelled, at its own discretion, Provider may withhold up to 10% of Revenue relating to an Event for up to six months after the intended Event date, to allow for all credits, refunds and disputed charges to clear processing." Any revenue withheld will be documented in the Payment Processing Online Statements available thru the Webportal.

(c) **Confirmation.** Organization shall accept, honor and fulfill all Tickets obtained through the Website or otherwise with Provider's assistance. Upon credit card processing authorization of each Contribution, the Website will generate a transaction confirmation with a unique customer number and a confirmation number. Verification of Contributor's name, address, number, membership status and/or confirmation number prior to honoring the Ticket is the responsibility of Organization.

(d) **Information Entry.** Provider will not be responsible for errors made by any Contributor or Organization in inputting any Contributor's credit card information or any other information relating to any Contribution. Organization shall be responsible for all errors made by Organization in inputting any Contributor's credit card information or any other information relating to any Contribution.

5. **Payment.** Provider shall invoice Organization for all Fees and Costs and other amounts owed by Organization under this Agreement. All invoiced amounts shall be due 30 days from the invoice date. If payment is not received by the due date, interest shall accrue on all past due amounts at 1.5% per month. Provider shall have the right at any time from time to time to deduct and keep any and all unpaid amounts owed to Provider under this Agreement (whether or not yet due) from Revenue received by Provider hereunder from time to time as agent for Organization.

6. **Revenue.** Subject to Provider's rights to deduct and keep Revenue as described above, Provider will forward all Revenue received by Provider to Organization on a weekly basis (notwithstanding any other provision of this Agreement), for contributions submitted in the previous 5-9 business days. Payments will be made by Electronic Fund Transfer.

7. **Limited Licenses.** Provider represents and warrants that it owns the Website, and the design, resources and functions thereof. Subject to Organization's satisfaction of all of the registration requirements for transaction facilitation set forth in **Application** attached hereto, and all other Provider registration requirements provided to Organization in writing from time to time (the "Registration Requirements"), Provider grants to Organization a nonexclusive, revocable, royalty-free limited license to create a Contribution URL (a "Contribution URL") as part of the Website in form and substance as required by Provider by notice to Organization from time to time, to place a link to that Contribution URL on Organization's website site solely as necessary for, and for the purpose of, facilitating online Contributions. Provider cannot be used to facilitate registrations, Contributions that are not made directly by a Contributor. If Organization chooses to use one of the "Donate" or "Donate Now" or similar buttons or hyperlinks provided by Provider for Contributions (the "Link") as the link to Organization's Contribution URL, Provider hereby grants to Organization, subject to Organization's satisfaction of the Registration Requirements, a nonexclusive, revocable, royalty-free limited license to download and use the Link on Organization's website solely for the purposes described above. Organization agrees not to use the Link in a manner that is, or otherwise include materials on its website that are, disparaging toward Provider. Organization also agrees not to use the Link on a website with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. Organization understands that Provider has not authorized, sponsored, endorsed, or approved Organization's website, activities or organization and agrees that the Link shall not be used in any manner that would falsely convey such sponsorship, endorsement or approval by Provider. Organization shall use all reasonable efforts to promote the availability of the online Contribution facilitation services offered by Provider, including without limitation, referencing Organization's shortcut URL/Link information in its printed materials, Event materials and mailings, and online registration instructions, and linking specific "book-it" links and Organization's shortcut URL from Organization's websites. Provider reserves all proprietary rights in and to the Contribution URL, the Link, its Website and all other Provider intellectual property not expressly granted herein. Organization agrees that Provider can revoke the above-described licenses at any time for any or no reason upon notice by Provider to Organization, and Organization agrees to immediately cease using the Contribution URL and the Link upon receipt of such notice. Organization also agrees that (notwithstanding any other provision of this Agreement) such licenses shall be automatically

terminated without any action on Provider's part should Organization no longer possess tax-exempt status under Internal Revenue Code Section 501(c)(3). Organization acknowledges that Provider does not commit to supporting or specifying any particular browsing or operating platform, and that Provider has the right at any time to revise and modify its Website, web pages, release subsequent versions thereof, and/or alter features, specifications, capabilities, functions and other characteristics of the Website, all without notice to Organization. As between Organization and Provider, Organization's content on the Website shall remain the property of the Organization. Organization grants to Provider a non-exclusive, worldwide, royalty-free license to use, adapt, exhibit, publish, or use through the Internet the Web pages that Provider is engaged by Organization to design, and as a link from the Website. This license does not include the use of the data generated by registrations through the Website.

8. Representations, Warranties and Covenants. Organization hereby represents and warrants to Provider, and covenants with Provider, as follows:

(a) Organization has, and will have throughout the term of this Agreement (the "Term") full power and authority to execute, deliver and perform this Agreement and to take all action contemplated under this Agreement, including without limitation, organizing and conducting all Events, offering and honoring all Tickets as contemplated hereunder and soliciting and accepting all Contributions as contemplated hereunder.

(b) All information, images, video and audio files and Event access provided by Organization do not and will not at any time violate any third party's intellectual property rights, including, but not limited to trademarks, patents, copyrights or trade secrets.

(c) Organization's organizing and conducting all Events, offering and honoring all Tickets as contemplated hereunder and soliciting and accepting all Contributions do not and will not violate any local, state or federal laws, including without limitation consumer protection and obscenity laws.

(d) Organization has fully complied and will fully comply during the Term with all registration requirements under applicable law.

(e) Organization is, and shall be at all times during the Term, recognized by the Internal Revenue Service as exempt from federal income tax under IRC Section 501(c)(3); has, and will have throughout the Term, public charity status under Section 509; and conducts, and will conduct throughout the Term, its affairs at all times in compliance with all applicable law.

(f) Organization has complied with, and will comply with, all applicable law governing charitable solicitations, including but not limited to fulfilling all applicable federal, state and local registration requirements. Organization acknowledges that, because of the involvement of the internet in this Agreement, the transactions contemplated under this Agreement may be considered to be solicitations of charitable contributions subject to registration and regulation by state law in all fifty states of the United States. Organization agrees that Organization shall fully comply and bear the costs associated with, all applicable laws governing charitable solicitations, including but not limited to fulfilling all registration requirements thereof which are applicable to Organization, Provider, and/or the parties' performance of this Agreement. Organization affirms that it has had the opportunity to consult with its own legal advisors as to the necessity and method of such compliance. Provider shall not be responsible for assisting Organization in such compliance efforts or for any liability resulting from Organization's failure to do so properly.

(g) At all times during the term of this Agreement, Organization, Organization's website, the Contribution URL and the Link will comply in all respects with applicable law for IRC Section 501(c)(3) entities, including but not limited to those proscribing political activity or proscribing the use of income or assets for a private purpose.

(h) Organization will promptly notify Provider of any change in Organization's tax-exempt status, and any inquiry by the IRS or any state or local government regarding same or any charitable organization issues, including without limitation, charitable solicitation registration requirements.

(i) Organization will allow Provider free access to all Events to the extent necessary for Provider to perform its obligations under this Agreement.

(j) Organization shall be responsible for and shall promptly pay all taxes (other than Provider's income taxes) arising from the transactions contemplated in this Agreement.

(k) Organization shall be responsible for notifying the contributor as to what portion of the contributor's

Contribution is tax deductible, if any.

(l) Organization shall be responsible for compliance with all raffle related requirements under applicable laws.

9. DISCLAIMER OF WARRANTIES. PROVIDER WARRANTS THAT THE SERVICES PROVIDED BY PROVIDER HEREUNDER WILL MATERIALLY COMPLY (WITHIN COMMERCIALY REASONABLE PARAMETERS) WITH THE DESCRIPTION OF THE SERVICES CONTAINED IN EXHIBIT C ATTACHED TO THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT, THE WEBSITE, THE CONTRIBUTION URL, THE LINK, OR ANY OTHER SERVICE, GOOD, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS IN ELECTRONIC FORM OR OTHERWISE PROVIDED HEREUNDER (COLLECTIVELY, THE "PROVIDED SERVICES") OR IN CONNECTION HERewith, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE PROVIDED SERVICES. PROVIDER MAKES NO REPRESENTATION OR WARRANTY (NOR SHALL ANY REPRESENTATION OR WARRANTY BE IMPLIED) THAT ANY OF THE PROVIDED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND ORGANIZATION AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY INTERRUPTIONS OR ERRORS IN THE PROVIDED SERVICES.

10. AGENT. IN PERFORMING THIS AGREEMENT, PROVIDER ACTS AS A FACILITATOR TO HELP ORGANIZATION ACCEPT REGISTRATIONS, CONTRIBUTIONS FROM CONTRIBUTORS. ORGANIZATION ACKNOWLEDGES THAT (A) PROVIDER IS NOT A BANK, CREDIT CARD MERCHANT PROCESSOR, SOLICITOR, FUNDRAISER, OR FUNDRAISING CONSULTANT (B) THE SERVICES PROVIDED BY PROVIDER HEREUNDER ARE REGISTRATION, CONTRIBUTION FACILITATION SERVICES AND NOT BANKING OR SOLICITATION SERVICES, AND (C) PROVIDER IS NOT ACTING AS A TRUSTEE, FIDUCIARY, PARTNER, JOINT VENTURER OR ESCROW WITH RESPECT TO THE REVENUE, BUT IS ACTING ONLY AS AN AGENT OF ORGANIZATION. ORGANIZATION ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER IS NOT PROVIDING ANY CHARITABLE SOLICITATION SERVICES FOR ORGANIZATION, AND AFFIRMS THAT ANY CONTENT OF PROVIDER'S WEBSITE WHICH RELATES TO ORGANIZATION, OR ANY WEBSITE OF ORGANIZATION, THAT AT ANY TIME MAY BE OR IS DEEMED BY ANY GOVERNMENTAL UNIT TO BE A CHARITABLE SOLICITATION IS SOLELY THE CONTENT OF AND A CHARITABLE SOLICITATION BY ORGANIZATION, NOT PROVIDER.

11. Privacy Policy. Subject to the following sentence, all Organization and Contributor information collected as part of providing the Services shall be subject to Provider's Privacy Policy posted on its Website, as amended from time to time. Information concerning the business affairs, finances and methods of operation and other confidential or proprietary information of each party (collectively "Confidential Information") shall be kept strictly confidential by the other party except that such information may be used and/or disclosed by such other party (a) as is reasonably necessary to perform under this Agreement, (b) when required by law or as is reasonably necessary to comply with a current judicial proceeding, a court order or legal process served on Provider, and (c) to enforce this Agreement. If Provider is served with any subpoena or other legal process seeking the compelled disclosure of Confidential Information, Provider shall notify Organization within twenty-four (24) hours after Provider's receipt of such legal process. Provider will not disclose, share, sell, or trade information about Contributor visits to Events.org or the information that Contributors may give Provider such as their name, address, e-mail address or telephone number, to any outside companies except for the use of completing the registration or donation transaction that Contributor initiates or a request to volunteer with a nonprofit organization.

12. Support and Security. Provider will provide (via phone or email) reasonable (as defined by Provider) technical assistance from 9:00 a.m. to 5:00 p.m. Chicago time, on Monday through Friday, with respect to any operational or other difficulty that may arise in connection with Organization's or any Contributor's use of the Website as contemplated in this Agreement. Provider shall provide Organization with an account ID and password that allows Organization's staff to add or update Organization's Event data on the Provider Website. If so desired by Organization, Provider will also provide Organization with the ability to create a reasonable number of additional

account ID's and passwords for same. Organization accepts all responsibility for the protection, confidentiality and use of all of its account ID's and passwords.

Provider shall use and engage in all reasonable and appropriate security measures, consistent with generally accepted electronic commerce information practices, to protect your data. These measures include technical and procedural steps to protect Organization's data from misuse, unauthorized access or disclosure, loss, alteration, or destruction. All Credit card information is transmitted using secure socket layer (SSL) encryption.

13. Third Party Providers. Provider uses third party providers and provides no warranty and accepts no liability for losses/failures resulting from non-performance or failures by third party providers (including but not limited to Verisign, any credit card merchant processor of Provider, and hosting services) or resulting from non-performance hereunder by Provider due to such non-performance or failures by such third party providers, or due to any termination for any reason of any agreement or relationship between Provider and any of such third party providers.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, AND LOST DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING FROM ORGANIZATION'S USE OR INABILITY TO USE PROVIDER'S SERVICES. FURTHER, IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY TO ORGANIZATION FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IF ANY) EXCEED THE AMOUNT OF SERVICE PACKAGE FEES CHARGED BY PROVIDER FOR ITS SERVICES HEREUNDER DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM.

15. Indemnification. Each party (the "Indemnitor") hereto agrees to indemnify and hold harmless the other party hereto and such other party's affiliates, members, managers, shareholders, officers, directors, partners, agents, employees and representative for and against all fees (including without limitation attorneys' fees and costs), expenses, losses, costs, liabilities, obligations, damages, and claims arising from or otherwise relating to any breach of this Agreement by such Indemnitor, including without limitation any breach of any representation, warranty or covenant made by such Indemnitor in this Agreement.

PROVIDER HEREBY AGREES TO INDEMNIFY AND HOLD ORGANIZATION HARMLESS FROM AND AGAINST ALL CLAIMS WHATSOEVER AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING AS A RESULT OF THE ACTIONS OR OMISSIONS OF VENDOR'S EMPLOYEES OR AGENTS UPON THE PREMISES OF ORGANIZATION AT ANY EVENT, INCLUDING BUT NOT LIMITED TO BODILY INJURY, INCLUDING DEATH, AND OR LOSS OF PROPERTY.

ORGANIZATION ASSUMES NO LIABILITY FOR LOSSES SUFFERED BY VENDOR OR ITS EMPLOYEES OR AGENTS THAT ARE DUE TO THEFT BY ANY PERSON WHO IS NOT AN EMPLOYEE OR AGENT OF ORGANIZATION.

16. Miscellaneous.

(a) Force Majeure. Provider shall not be liable for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God or any causes beyond its reasonable control.

(b) Term and Termination. In addition to any other specific termination rights described elsewhere in this Agreement, either party to this Agreement can terminate this Agreement via written notice to the other party, which shall be effective 30 days after notice. In addition, if any party breaches this Agreement and fails to cure such breach within 10 days after written notice of such breach, the non-breaching party may terminate this Agreement.

(c) Survival. The provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, and 16 of this Agreement shall survive any termination of this Agreement.

(d) Entire Agreement; Successors and Assigns. Except as otherwise expressly stated in this Agreement, this Agreement (including the Exhibits attached hereto which are hereby incorporated herein) constitutes the entire agreement between Provider and Organization relative to the subject matter hereof, shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and, subject to the following sentence, shall inure to the benefit of said parties. Organization may not assign or otherwise transfer or delegate any of its rights or obligations under this Agreement without the written consent of Provider.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles thereof.

(f) Jurisdiction. Each party irrevocably consents to the jurisdiction of the courts of the State of Illinois and the federal courts situated in the State of Illinois, in connection with any action arising from or relating to this Agreement.

(g) Construction. The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement. This Agreement shall be deemed to have been jointly negotiated and drafted by the parties hereto.

(h) Notices. Any notice required or permitted to be given to any party hereunder must be given in writing by overnight courier, first class U.S. mail, facsimile transmission, or email to the party's designated contact person at the address, fax number or email address shown below, or such other contact person, address, fax number or email as is subsequently provided to the other party hereto by written notice.

If to Provider:                      Events.org  
   PO Box 5076  
   Vernon Hills, IL 60061  
   Attention: Contracts  
   Its (Title): Manager  
   Fax (847) 513-6464  
   Email: [contract@events.org](mailto:contract@events.org)

(i) Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by a written instrument signed by both parties.

(j) Waiver. No waiver of any kind under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform will be deemed to be a waiver or authorization of any other breach or failure to perform or of any other right arising under this Agreement.

(k) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect, impair or render unenforceable any other provision hereof. It is intended that each provision herein which is found to be invalid or unenforceable as written be valid and enforceable to the fullest extent possible.

(l) Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.