



TIXY'S MERCHANT AGREEMENT

1. Scope of Agreement

This Merchant Agreement governs your access to and use of the Services. For the purposes of this Agreement, any individual or entity using the Services shall be referred to as an “Organiser,” “you,” or “your,” whether or not such user also utilises the Ticketing Services.

By accessing, using, or registering for the Services, you acknowledge and agree to be bound by this Merchant Agreement, the Terms of Service, and the Privacy Policy, each as may be updated from time to time, thereby forming a legally binding agreement with us. If you do not agree to these terms, you must not access, use, or register for the Services.

2. Our Services

“Organiser Services” means, collectively, the ticketing services provided by Tixy to enable Organisers to list, promote, and sell tickets, registrations, and related items and receive payments for events (“Ticketing Services”), together with any marketing, promotional, onboarding, account management, and operational support services made available by Tixy from time to time (“Marketing and Operational Services”).

Organiser Services form part of the “Services” under these Terms and may be provided at Tixy’s discretion, subject to these Terms and any applicable separate agreement, provided that in the event of any inconsistency, these Terms shall prevail.

3. Role of Tixy

You agree that any payment made by a Consumer shall be treated as if made directly to you, and you remain solely responsible for delivering all advertised goods and services, regardless of whether or when you receive the Event Proceeds.

Tixy acts solely as a platform and does not provide banking or financial services. Any displayed account balance is for informational purposes only and does not constitute a deposit or create any ownership or entitlement until funds are paid out to you. No interest shall accrue on such amounts.

Tixy’s Third Party Payment Processor is authorised to process, hold, and remit Event Proceeds, issue refunds, manage Chargebacks. Tixy shall not be liable for any acts or omissions, on the part of an Organiser and any payment obligation is conditional upon your compliance with these Terms and receipt of funds from Consumers.

4. Eligibility and Registration

You represent and warrant, on behalf of yourself and any entity you represent, that:

- (i) such entity is duly organised, validly existing, and in good standing under applicable laws;
- (ii) you have legal authority to enter into and perform your obligations under this Agreement and use the Services;
- (iii) your execution and performance of this Agreement does not and will not violate any applicable law, regulation, court order, contractual obligation; or any applicable third-party agreements, including payment processor terms, and
- (iv) you are duly authorised to bind such entity to this Agreement.

All information provided must be accurate, complete, and kept up to date. Tixy reserves the right to approve, refuse, suspend, or terminate access to the Organiser Services, or impose limits, at any time.

5. Additional Information and Verification

Upon completion of registration as an Organiser, Tixy and/or its payment processing partners may require additional information, including personal, business, and financial details, to verify identity, assess eligibility, and ensure compliance. You agree to promptly provide and update such information. Tixy may verify your information and conduct due diligence through third parties.

6. Disclosure and Use of Information

You authorise Tixy to share your registration and transactional information with payment processors, financial institutions, and other service providers as necessary to provide the Services, verify your identity, and comply with legal and regulatory obligations.

Failure to provide accurate and complete information may result in suspension or termination of your account and withholding of payouts. You are not entitled to receive funds unless and until all required information is provided.

7. Prohibited Users, Events, and Transactions

You represent and warrant that you will not use the Services to organise or promote unlawful events, prohibited activities, or restricted transactions, including fraudulent, illegal, or high-risk activities. Tixy reserves the right to determine and prohibit such users, events, or transactions.

8. Suspension and Termination

Upon termination of your account, Tixy shall, through its Payment Processor Partners and within a reasonable period, remit any amounts properly due to you, subject to compliance with applicable laws, regulations, and orders. Tixy reserves the right to withhold or set off any such amounts against Chargebacks, refunds, credits, outstanding fees, or other liabilities in accordance with these Terms. Following such settlement, Tixy shall have no further payment obligations to you.

Termination shall result in the immediate cessation of Tixy's obligation to provide the Services. Notwithstanding such termination, you shall remain liable for all fees incurred in connection with the Organiser Services, and all outstanding amounts shall become immediately due and payable, whether or not the relevant services have been fully performed.

9. Payment Processing

If you use Tixy's Third-Party Payment Processing Services ("TTPP"), TTPP will act as your limited payment agent to process transactions and collect event proceeds on your behalf, subject to applicable fees.

Event proceeds, less fees, taxes, and any applicable deductions, will be paid out to you within a reasonable timeframe following the event (or earlier where permitted) via approved payment methods. Tixy shall not be liable for any delays, failures, or rejected payments arising from third parties or inaccurate information provided by you, and you agree to indemnify Tixy for any resulting losses.

Tixy reserves the right to impose transaction limits, restrict supported currencies or jurisdictions, and implement risk management controls at its discretion. You are responsible for maintaining the security of any payment instruments issued to you and for any losses arising therefrom.

15. Payment for Tickets

You agree to pay all applicable fees for the Services ("Tixy Fees"), including:

- (i) **Ticketing Fees**, being transaction and payment processing fees, for which you remain solely responsible (regardless of whether such fees are passed to Consumers); 2% + US 1 Dollar per transaction
- (ii) **Tixy Third Party Payment Processing Fees**: 3.7% + USD 29 cents per transaction
- (iii) **Marketing Services Fees** being all amounts allocated to advertising campaigns, which are billed separately and are your sole responsibility.
- (iv) **Point of Sales Instrument**: Where an Organiser opts for the use of POS instrument to facilitate ticket sales at the event, there shall be an upfront rental cost of United States Fifty Dollars \$50. Tixy reserves the right to withhold a payment of one thousand United States dollars (USD \$1,000), representing the full replacement value of the instrument, until the device is returned. In the event that the instrument is lost or damaged as a result of the Organiser's conduct, Tixy reserves the right to withhold payment until all related costs have been fully settled.
- (v) **Door Management Fees**: are to be calculated based on size of the event which shall be detailed and itemised per Tixy's Invoice.

Tixy may also charge fees for additional Marketing or Operational Services and reasonable research or administrative costs incurred in connection with legal or account-related matters. Tixy may charge fees directly to Consumers at its discretion.

All fees are payable as invoiced, and failure by Tixy to invoice or any omission in an invoice does not relieve you of your obligation to pay. You are solely responsible for all applicable taxes. Tixy reserves the right to modify its fees at any time.

16. Deductions, Set Offs and Reserves

Tixy may deduct from ticket sales all applicable Tixy Fees, and any other amounts permitted under this Agreement, including refunds, Chargeback costs, credits, discounts, research or administrative fees, and customer-related costs ("Deductions"). Tixy may also set off any amounts owed by you or your Affiliates under this or any related agreement against any amounts payable to you, whether related or unrelated to the underlying transaction.

You are entitled only to the net Ticketing Fees after such Deductions. If any amounts owed exceed the available Event Proceeds, the outstanding balance remains due and payable. Tixy

may also make deductions or withhold funds as required by law or regulatory authority and may block, freeze, or remit funds where legally required.

Tixy reserves the right to retain a reserve from Ticketing Fees, in such amount as it determines, to cover potential refunds, Chargebacks, liabilities, or risks associated with your events or account. Such reserve may be applied against any amounts owed and may be held until all related obligations and risk periods have reasonably expired. For the avoidance of doubt, such reserves shall also apply to Accelerated Payouts.

17. Refunds

You are solely responsible for all refunds to Consumers in connection with your events. Even if the Services allow refunds through the Tixy platform, you must ensure that refunds are made in accordance with this Agreement and your refund policy. All refunds will be issued **less any fees owed to Tixy**, including payment processing and/or ticketing fees.

- (i) **Initiating Refunds:** All refunds for transactions processed via Tixy Third-Party Payment Processor must be initiated through the Tixy platform by opening a dispute.
- (ii) **Opening a Dispute:** Consumers must open a dispute on Tixy Platform indicating the reason for the refund. Once initiated, the Organiser will review and approve at its sole discretion. If approved, the monies will be returned less any fees due to Tixy within seven (7) business Days.
- (iii) **Refund Methods:** Refunds must be remitted to either the original card payment source or to the Consumer's Tixy account credit balance. A Consumer as the option to choose whether the monies be returned to original payment method or as a credit to be used on the Tixy Platform. All credits shall be valid for 12 months from the date of issue.
- (iv) **Deadlines and Manual Refunds:** Refunds must be requested up to thirty (30) days after the staging of the event. Refunds requested outside this process must be processed outside the platform directly by the Organiser.
- (v) **No Offline or Misused Refunds:** Refunds may only be processed through the Tixy platform unless otherwise instructed. Refunds may only be used for bona fide event refunds and not for unrelated financial transactions.
- (vi) **Pro-Rata Refunds for Multi-Day Events:** For partially performed multi-day events, refunds must be issued on a pro-rata basis corresponding to the portion of the event not performed.
- (vii) **Credits and Alternative Accommodations:** Any credits, substitutions, or accommodations in lieu of refunds must equal or exceed the value of the ticket, be clearly communicated to Consumers, and comply with applicable laws. You remain fully responsible for Chargeback Costs even if providing such accommodations. Failure to honour credits or accommodations may result in Tixy issuing refunds on your behalf and collecting the amounts from you.
- (viii) **Consumer Contact and Notifications:** You are the primary contact for Consumers regarding refunds and must provide accurate instructions for requesting refunds. Consumers must be notified promptly of cancellations or non-performance, and all refund requests must be responded to within five (5) business days.

18. Interest Set Off and Remedies

Any overdue amounts payable under this Agreement or any related agreement shall accrue interest from the due date until paid in full at a rate equal to the lesser of one percent (1%) per month (compounded monthly) or the maximum rate permitted by applicable law.

Tixy may, to the extent permitted by law, withhold or set off any amounts owed to it against any sums otherwise payable to you. Where such amounts are insufficient, Tixy may issue an invoice for the outstanding balance, which shall be payable within thirty (30) days of the invoice date. Tixy reserves the right to retain proceeds from future ticket sales where an organiser has failed to settle outstanding amounts owed to Tixy.

All rights and remedies of Tixy under this Agreement are cumulative and non-exclusive, and any failure or delay in exercising such rights shall not constitute a waiver.

19. Payouts

Tixy will issue periodic invoices setting out applicable fees, and related amounts, which shall be payable within thirty (30) days of issuance unless otherwise specified.

There are two types of payout methods available for Organisers, payouts via Wire Transfer and Accelerated Payouts. Wire Transfers are the default payment mechanism for all Organisers whereby payouts are wired within the stipulated in accordance with the bank's stipulated time period.

Subject to availability and eligibility, Tixy may offer Accelerated Payouts from Ticket Fees to a designated bank account. Eligibility for Accelerated Payouts is determined at Tixy's sole discretion, and it reserves the right to approve, deny, suspend, or revoke Accelerated Payout privileges at any time without notice. Accelerated Payouts may be subject to additional fees, which will be disclosed in advance, and remain subject to all applicable payout terms.

In determining the eligibility of an Organiser for Accelerated Payouts Tixy will consider the following criteria:

(i) **Payment Processor Onboarding**

The Organiser must establish and maintain an active, verified account with Tixy's designated payment processor, including completion of all required KYC, AML, and underwriting procedures.

(ii) **Event Risk Assessment**

The Organiser's event(s) must meet Tixy's internal risk thresholds. Risk evaluation may include, but is not limited to, event type, ticket pricing, expected attendance, geographic location, historical dispute or chargeback patterns, and any other factors deemed relevant by Tixy.

(iii) **Organiser's Performance History**

The Organiser must demonstrate a satisfactory history of event hosting and fulfilment, including consistent delivery of events as advertised, low dispute and chargeback ratios, and compliance with all applicable platform policies.

(iv) **Ongoing Compliance and Monitoring**

Eligibility for instant payouts is subject to continuous review. Tixy may impose additional conditions, including reserve requirements, rolling holds, or payout delays, where deemed necessary to mitigate financial, operational, or reputational risk.

Failure to meet or maintain any of the above criteria may result in the immediate suspension or termination of instant payout privileges without prior notice.

20. Payouts and Financial Responsibility

Tixy shall have no responsibility or liability for the performance or non-performance of any third-party payment processor.

Tixy is not liable for any delay, failure, or error in processing Instant Payouts caused by third-party providers, inaccurate information, or required account reviews. Processing times may vary depending on the recipient bank.

Tixy and its payment partners are not obligated to make payments in respect of any cancelled or potentially cancelled event. Where any payment is made in such circumstances, you remain solely responsible for all refunds and Chargeback-related costs. For the avoidance of doubt, you remain directly responsible for the payment of all Tixy Fees and any other amounts due to Tixy.

21. Chargebacks and Payment Rules

You acknowledge that credit card chargebacks and transaction reversals (“Chargebacks”) may occur and agree to promptly reimburse Tixy for all Chargebacks and any associated fees, costs, or penalties incurred by Tixy or its Payment Processor Partners in connection with your events (“Chargeback Costs”).

Tixy’s Third-Party Payment Processor shall have discretion to manage Chargebacks on your behalf, including determining whether to challenge any Chargeback, and you agree to cooperate fully in such process. Tixy’s Third-Party Payment Processor shall have no obligation to contest any Chargeback it reasonably determines is unlikely to succeed or should be refunded in accordance with applicable policies.

Tixy at its own discretion, undertakes to share relevant information to assist the Organiser in making a determination about the validity of a Chargeback. For more information on Chargebacks – visit Dime Pay’s [Terms & Conditions](#).

You remain liable for all Chargeback Costs regardless of the outcome of any dispute and must not encourage or facilitate Chargebacks by Consumers.

22. Confirmations and Consumer Obligations

When a Consumer places an order through the Services, we generate a confirmation message and issue a unique confirmation number. You are obligated to accept, honour, and fulfil all tickets, registrations and merchandise commitments confirmed through the Services. You are solely responsible for verifying each Consumer’s confirmation number and any event-specific restrictions before the event.

Payouts will be made automatically to the payment method on file. If a payout cannot be completed for whatever reason and you do not provide an updated, approved payment method within 30 days, the unclaimed monies shall be held on trust by Tixy’s Third Party Payment Processor in accordance with Dime Pay’s [Terms & Conditions](#).

23. Marketing Services

Tixy may provide messaging tools enabling you to send marketing communications to Consumers via email, SMS, social platforms, or other channels (“Marketing Service”). You are solely responsible for all Messaging Campaigns, including the accuracy of content, recipient

data, and compliance with all applicable laws, regulations, and privacy requirements. Tixy shall provide the Services in accordance with all applicable data protection and privacy legislation, including the Data Protection Act 2020. In doing so, Tixy will process personal data lawfully and implement appropriate safeguards to protect such data, in line with its Privacy Policy. Tixy represents and warrants that it will obtain the necessary consents to contact recipients and will honour all opt-out requests and include required unsubscribe mechanisms.

You represent and warrant that you own or have obtained all necessary rights, licenses, permissions, and consents to provide the Advertising Content and to permit its use in connection with the Tixy Marketing Services without any obligation to pay additional fees, royalties, or compensation to any third party. You further warrant that the Advertising Content and your use of the Tixy Marketing Services comply with all applicable laws, regulations, and industry standards, including advertising and disclosure requirements, and do not infringe or otherwise violate the rights of any third party.

Tixy does not guarantee delivery of any Messaging Campaign and may restrict, suspend, or terminate your access to the Messaging Service where your use results in excessive complaints, unsubscribe requests, or otherwise violates these Terms.

For more information, see Tixy's Privacy Policy.

24. Promotions

You are solely responsible for the creation, administration, and legality of any promotion, including any sweepstake, contest, or marketing campaign advertised via our Marketing Services. You must provide and adhere to clear official rules and ensure compliance with all applicable laws and regulations. Tixy disclaims all liability arising from such promotions and assumes no responsibility for their operation or compliance.

Tixy reserves the right to refuse, suspend, or require the removal of any Messaging Campaign that it determines, in its sole discretion, to be inappropriate or in violation of applicable third-party platform terms or guidelines; or that violates Tixy's Terms or Merchant Agreement. You agree to promptly withdraw or modify such content upon request. You remain solely responsible for ensuring that all Social Ads and Messaging Campaigns comply with all applicable third-party platform rules, policies, and requirements.

25. Ownership of Advertising Content

You retain all right, title, and interest in and to your Advertising Content shared Tixy, including all intellectual property rights therein. Tixy retains all rights in its platform, Content Channels, and any materials it provides, excluding your Advertising Content.

You grant Tixy a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, display, and distribute the Advertising Content as reasonably necessary to deliver the Marketing Services.

26. Marketing Fees

By using Tixy's Marketing Services, you agree to pay all fees associated with such services ("Marketing Fees") as specified on the Tixy platform or in any invoice issued by Tixy. All invoices for Marketing Services are due and payable according to the terms stated on the invoice and are non-refundable unless explicitly stated. You are responsible for all applicable taxes or

government charges. Tixy may revise the Marketing Fees at any time, and your continued use constitutes acceptance of such changes.

27. Taxes

You are solely responsible for determining, collecting, reporting, and remitting all applicable taxes, duties, levies, and charges (“Taxes”) arising from your use of the Organiser Services and any sales made through them, and for complying with all obligations imposed by relevant tax authorities.

Tixy does not provide tax advice and makes no representations or warranties in respect of any tax tools or calculators it may make available, which are provided on an “as is” basis. Your use of any such tools is at your own risk, and you release Tixy from any liability arising therefrom.

28. Application Law and Jurisdiction

This Agreement shall be governed by the laws Jamaica.

29. Disputes

Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. This Agreement requires you the user to arbitrate any claims and/or disputes with us and limits the manner in which you can seek relief from us.

It is hereby agreed between you the user and Odiyo that both parties waive any statutory rights to sue in court for claims covered by this Arbitration Agreement. You and Odiyo agree that any such claims and/or disputes which may arise by virtue of being a user of the Services shall be resolved by arbitral proceedings under this Arbitration Agreement.

An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Any dispute which may arise between the user and Odiyo in relation to the Services offered under this Agreement shall be referred to Arbitration Jamaica International Arbitration Centre (JAIAC) following the initiation of a Commencement Request pursuant to the JAIAC Arbitration Rules the and the Jamaica Arbitration Act 2017.