



TIXY'S TERMS

Defined Terms

1. An "Affiliate" of any entity means any person or entity that controls, is controlled by, or that is under common control with, such entity, whether as of the date of your agreement to these Terms or after. For purposes of this definition, "control" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies of an entity.
2. "Consumers" means consumers using our Services for any reason, including to consume information and/or attend events.
3. "Tixy Properties" means Tixy's products, features and offerings that are available: i) online through various Tixy properties including Tixy.live ("Platform"); ii) and/or off Platform, including entry management, sponsorship, and marketing or distribution services; and iii) through mobile applications, webpages, application programming interfaces, and subdomains ("Applications").
4. "Material" includes information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds, and other content and materials.
5. "Organiser" means an event creator using our Services to create events for Consumers.
6. "Services" include the Tixy Properties and the Organiser Services (defined in Tixy's Merchant Agreement).
7. "Site Content" refers to Material contained in or delivered via the Services or otherwise made available by Tixy in connection with the Services.
8. "Your Content" is any Material that you contribute, provide, post, or make available using the Services, or that you otherwise contribute, provide, post or make available to us, or that you authorise us to use.
9. "Your Trademarks" are the trademarks, trade names, service marks, and logos that you contribute, provide, post, or make available using the Services, or that you otherwise contribute, provide, post or make available to us, or that you authorise us to use.
10. Organisers, Consumers, and third parties accessing or using our Services are all referred to in these Terms collectively as "Users," "you," or "your."
11. Tixy's Third-Party Payment Processing ("TPPP") shall mean Dime Pay which is a payment processing platform for online and in-store transactions.

12. When these Terms use "Tixy," "we," "us," or "our," that refers to Tixy Limited and its Affiliates, and subsidiaries, and each of its and their respective officers, directors, agents, partners, and employees.

1. About Us

Tixy is a third-party ticketing platform, that allows for Organisers to manage ticketing and registrations while marketing their events. For the avoidance of doubt Tixy is not an Organiser, coordinator, promoter or host of any event nor does it have any affiliation with any of the advertised events on its Platform.

When hosting an event, the Organiser is solely responsible for ensuring that their event and any page displaying an event complies with any applicable laws, rules, and regulations, and that the goods and services described on the event page are delivered as described and in an accurate, satisfactory manner.

2. Use of Services

It is important that you read all the terms and conditions of the following Terms of Use ("Terms") carefully as they form a binding agreement between yourself and Tixy.

Subject to these Terms, Tixy grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Services solely for the purposes of searching for events, viewing and purchasing tickets or registrations and/or creating or managing event-relating pages to promote, market, administer, track and collect proceeds from events. All use of the Services shall be in accordance with these Terms and all applicable laws, rules and regulations.

The User and/or Organiser agrees that it shall not, and shall not permit any third party to:

- (i) reproduce, adapt, modify or create derivative works from the Services,
- (ii) reverse engineer, decompile or otherwise attempt to derive the source code or underlying structure of the Services;
- (iii) sell lease, sublicense, distribute, or otherwise commercially exploit the Services other than
- (iv) as expressly permitted
- (v) remove, obscure, or alter any propriety notices; or
- (vi) use the Services in any manner that interferes with, disrupts or impairs their functionality or operation.

The User Warrants and represents that:

- (i) You must be at least 18 years of age to use the Services. If you are under 18, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these terms on your behalf. You shall provide accurate, current, and complete registration information ("Registration Data") and keep such information up to date. Where the Services are used on behalf of an entity, the user confirms that they have the authority to bind that entity.
- (ii) The User is responsible for maintaining the confidentiality of its account credentials and for all activities conducted under its account, including those of any authorised third parties and shall promptly notify the service provider of any unauthorised use or breach.

- (iii) Any dispute as to account ownership shall be determined by Tixy whose decision shall be final and binding.
- (iv) The User shall not collect or process sensitive personal information through the Services without prior written authorisation from Tixy.

Organisers shall at all times comply with applicable local, state, national, and other laws and regulations relating to any information collected from or received about Consumers or other individuals and shall adhere to all applicable policies made available on the Services concerning such information.

If you access or use the Services on behalf of a third party or legal entity (“the Entity”) you represent and warrant that you have full legal authority to bind such Entity and its affiliates to these Terms. By accessing or using the Services on behalf of the Entity, the Entity agrees to be bound by these Terms as if it were a party hereto. In such terms, “you” and “your” shall refer to both the individual accessing or using the Services and the Entity

3. Acceptance of the Terms of Use

By agreeing to these Terms, you acknowledge you have read and agree to our Privacy Policy applicable to all Users, which is incorporated by reference into, and is part of, these Terms.

All payments shall be processed via Tixy’s Third-Party Payment Processing (“TPPP”) which shall act as the Organiser’s limited agent for the purpose of processing payments from Consumers on the Organiser’s behalf. See Tixy’s Merchant Agreement for more information.

4. Term

These Terms apply to you as soon as you access the Services by any means and will continue to apply until they are terminated.

Tixy reserves the right to suspend or terminate your right to use the Services at any time, if:

- (i) you violate or breach these Terms or any other agreement between you and us, and/or if you fail to pay any amounts when due;
- (ii) you misuse or abuse the Services or use the Services in a way not intended or permitted by us.

We reserve the right to stop offering the Services, or any particular portion of the Services, or modify or replace any aspect of the Services, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Services, if we believe that failure to do so would materially prejudice you. You agree that we will not be liable to you or any third party as a result of our termination of your right to use or otherwise access the Services.

So long as you continue to access the Services, even without an account, these Terms remain in effect. If there is a separate agreement between you and us governing your use of the Services and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Services after such termination or expiration.

All provisions of these Terms that by their nature should survive termination of these Terms will survive (i.e., they will continue to apply to you) including 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. Ticket Pricing

All ticket prices are set by the applicable Organiser and may be subject to applicable taxes, service fees, and payment processing charges, which may be added at checkout. We do not guarantee the availability of any tickets or pricing and reserve the right, and we permit Organisers, to modify ticket prices, fees, or availability at any time prior to completion of a purchase. All ticket sales are final unless otherwise stated in the applicable refund or cancellation policy.

Any promotional codes, discount codes, or special offers (“Discount Codes”) are subject to the specific terms and conditions applicable to such offers, including validity periods, usage limits, and eligibility requirements as prescribed the Organiser. Discount Codes are non-transferable, may not be combined with other promotions unless expressly permitted, and have no cash value. We reserve the right to invalidate or refuse the application of any Discount Code in cases of suspected fraud, misuse, or breach of these Terms, and to amend or withdraw any promotion at any time without prior notice.

6. Transfer of Tickets and Refunds

Tickets purchased on the Platform are strictly non-transferable. If you wish to transfer tickets to an event you have purchased on the Site, please contact the Organiser of the event to arrange for ticket transfer.

Tickets shall be refundable solely at the discretion of the Organiser. Where the Organiser elects to permit refunds, any person who has lawfully purchased a valid ticket (“a Ticket Holder”) may apply for a refund and any approved refund shall be processed and returned to the original payment method within seven (7) working days. Any refund issued, shall be less any applicable fees due to Tixy.

In the event that a Ticket Holder receives a refund for a ticket, such Ticket Holder shall immediately cease the use of the ticket and any copies thereof, whether printed or electronic, and shall not come to attend the event, failing which such conduct shall constitute fraud.

The Organiser shall at all times adhere to all applicable procedures for verifying the validity of the tickets, including the use of designated validation tools. Tixy shall not be liable for any costs, losses, or damages arising from the Organiser’s failure to comply with such procedures or from any ticket related fraud, including the purchase or use of tickets obtained through unauthorised or non-official channels.

7. Refund Process

All refunds for transactions processed via Tixy Third-Party Payment Processor must be initiated through the Tixy platform.

You 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. The Organiser has 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.

8. Disclaimer of Warranties

Tixy makes no representations that the Services will meet user requirements, operate uninterrupted, secure, or error-free, or produce accurate or reliable results. Tixy further exercise no control over, and make no representations or warranties as to:

- (i) the quality, safety, success, accuracy, or legality of any event or any Site Content associated therewith, or
- (ii) the ability of any User to complete a transaction. To the fullest extent permitted by law, we disclaim all liability for the acts or omissions of any third parties, including those engaged in the provision of the Services, those retained by an Organiser in connection with an event, or those you elect to engage or contract with through use of the Services.

Certain events may involve inherent risks. By electing to participate in such events, you acknowledge and voluntarily assume all associated risks, including but not limited to risks of illness, bodily injury, disability, or death, and you accept full responsibility for any consequences arising therefrom.

9. Release, Indemnification & Limitation of Liability

You agree to release Tixy (collectively with our affiliates and subsidiaries, and each of our and their respective agents, vendors, independent contractors and employees, (the “Tixy Released Parties”) from any and all claims, damages, losses, liabilities, costs, and expenses arising out of or relating to any dispute between you and any third party in connection with the Services, events, Licensure, Your Content, or Your Trademarks. You further agree to defend, indemnify, and hold harmless the Tixy Released Parties from any third-party claims arising out of or relating to the foregoing, including your Tixy Events, except to the extent caused by Tixy’s gross negligence or wilful misconduct. Tixy may provide notice of such claims, and you agree to reasonably cooperate in their defence, provided that any delay in notice shall not relieve you of your obligations except to the extent of material prejudice.

Tixy Released Parties shall not be liable for any indirect, incidental, consequential, or similar damages, or for your Content, or your Trademarks. Tixy’s total liability is limited to:

- (i) for Organisers, the fees paid in the three (3) months preceding the claim; and
- (ii) for other Users, the amount paid for tickets or registrations in the same period, or JMD \$15,0000 (or its equivalent in a different currency) where no purchases were made, subject to any applicable obligations under the Merchant Agreement.

10. Customer Support

You agree that any questions, concerns, or disputes regarding the Services shall be directed to us in the first instance, and that you will not commence any legal proceedings without first affording us a reasonable opportunity to address and resolve the matter. We will use reasonable efforts, through our customer support team, to respond to and resolve such issues promptly.

11. Privacy and Consumer Information

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. For more information on our Privacy Policy, please view on our website.

12. Ownership

All content available on or through the Services (“Site Content”) is protected by copyright, trademark, trade secret, and other intellectual property laws and proprietary rights and may be owned by Tixy and licenced from third parties. The Site Content is provided solely for use in accordance with these Terms and applicable laws, and no rights are granted except as expressly set out herein. All rights not expressly granted are reserved.

13. Copyright Infringement

If you are a copyright owner or an agent of a copyright owner and you believe that any content on our infringes your copyrights, you may submit a notice to us via email to: info@teamtixy.com.

14. Our Trademark

All trademarks, service marks, logos and trade names used in connection with the Services (“the Trademarks”), whether owned by Tixy or third parties, remain the exclusive property of their respective owners. Nothing in this Agreement shall be construed as granting, by implication or otherwise, any licence or right to use the Trademarks in a manner that disparages, dilutes or adversely affects the goodwill associated therewith, nor as apart of any link or otherwise without prior written approval. All goodwill arising from the use of Tixy’s Trademarks shall insure solely to Tixy. The Services and related content may also be protected by applicable intellectual property rights, including patents and copyrights and any unauthorised use thereof is strictly prohibited.

15. Your Content and Your Trademarks

You retain all ownership of your content and trademarks and are solely responsible for them. By submitting them, you grant Tixy a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license to use, reproduce, display, adapt, modify, distribute, and create derivative works of Your Content and Your Trademarks (i) to operate the Services, including promotion of you and Your Tixy Events, (ii) for Tixy’s internal purposes, and (iii) with your permission, to promote Tixy or its Services. You waive any moral rights in Your Content with respect to such uses. Nothing herein transfers ownership, and you remain free to use Your Content and Trademarks outside the Services.

By submitting any logos, images, or other materials associated with your Tixy Event, you grant us the right to display, reproduce, and adapt such materials, including resizing or enhancing them for optimal presentation on our Platform, and to use them in connection with our marketing and promotional tools to support your Tixy Event. We may also feature details of your Tixy Events in blogs, case studies, or corporate communications, including shareholder materials, to highlight their impact.

16. Licenses and Permits Organisers Must Obtain

Organisers must obtain all applicable licenses, permits, and authorisations for their events.

The Organiser represents and warrants that it shall, prior to the commencement of ticket sale and at all times during the use of the Services, obtain and maintain all necessary licences, permits and authorisations required to promote, produce, and host its events (“the Licensure”) and shall ensure that all venues comply with all applicable laws and regulations. The Organiser further undertakes to provide evidence of such Licensure which shall include but not be limited

to municipal or other local authority permits for the event, country, traffic engineering authorisations, fire department inspection reports, sanitary certifications and property operation permits.

17. Representations

You represent and warrant that you have all necessary rights, power, and authority to grant the licenses to Your Content and Your Trademarks, and that such Content and Trademarks do not infringe or violate the rights of any third party, comply with all applicable laws and regulations, and do not breach these Terms.

You represent and warrant that Your Content is accurate and truthful. Tixy reserves. The right to remove any Content or Tixy Events that it reasonably believes violate these Terms. Your Content and Trademarks may be displayed alongside Site Content or third-party content, and no exclusivity is implied; the Services are provided on a non-exclusive basis. Tixy reserves the right to retain and, where required or reasonably necessary, disclose your Content, Trademarks, Registration Data, and other account-related information to comply with legal obligations, respond to third-party claims, enforce these Terms, or protect the rights, property, or safety of Tixy, its Users, or the public. You acknowledge that the processing and transmission of Content may involve network transfers or technical adaptations.

18. Notices

Any notices or communications to us shall be sent via email to info@teamtixy.com or to such other address as we may designate from time to time.

19. Modifications to the Terms or Services

We reserve the right to modify these Terms If we believe any Modifications are material, we will let you know by one (or more) of the following methods:

- (i) posting the changes through the Services;
- (ii) updating the "Updated" date at the bottom of this page; or
- (iii) sending you an email or message about the Modifications.

You are responsible for reviewing any Modifications. Your continued use of the Services after any Modification will be considered your acceptance of that Modification and the updated Terms.

We are constantly evolving our products and services to better meet the needs of our Users. Because of this, we cannot guarantee the availability of certain product features or functionality. We reserve the right to modify, replace, or discontinue any part of the Services or the entire Services at any time and for any reason.

20. Third Party Websites, Linked Accounts & Third Party Offers

The Services may include links to third-party websites or platforms. You acknowledge and agree that Tixy has no control over, and disclaims any responsibility for, the availability, content, products, services, or materials of such third-party websites or resources. Tixy does not endorse and shall not be liable for any losses, damages, or claims arising from your access to or use of such websites or resources. Any transactions or agreements entered into with third parties, including for ticket insurance, are solely between you and the third party, and Tixy shall have no liability in connection therewith.

21. Assignment

We may, without your consent, freely assign these Terms and our rights and obligations under these Terms, whether to an Affiliate or to another entity, in connection with a corporate transaction or otherwise.

22. Entire Agreement

The Terms constitute the full and exclusive agreement between you and Tixy regarding your use of the Services, superseding all prior or contemporaneous agreements, communications or understandings, whether written or oral, except for any separate written agreement between you and Tixy specifically relating to a particular event.

23. Force Majeure

Tixy shall not be liable for any failure or delay in the performance of our obligations under these Terms to the extent such failure or delay is caused by or results from events beyond our reasonable control, including but not limited to acts of God, natural disasters, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil unrest, strikes or labour disputes, failure of utilities or telecommunications networks, governmental actions or restrictions, or failures of third-party service providers ("Force Majeure Event").

In the event of a Force Majeure Event, our obligations shall be suspended for the duration of the event, and Tixy shall use reasonable efforts to resume performance as soon as practicable. To the extent permitted by applicable law, Tixy shall not be responsible for any refunds, losses, or damages arising from such Force Majeure Event, including any cancellation, postponement, or disruption of events listed on the platform.

24. 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.

25. Applicable Law and Jurisdiction

These Terms are governed by the laws Jamaica.

26. Additional Miscellaneous Provisions

No failure or delay on Tixy's part to enforce any provision of the Terms shall constitute a waiver of any right to ensure that or any other provision of these Terms in the future. The exercise of any right or remedy by Tixy shall not limit its ability to exercise any other right or remedy. No oral waiver, amendment, or modification shall be valid. If any provision of these Terms is held to be invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. Terms such as "including" shall be interpreted as "including but not limited to". Your obligations, warranties and representations extend to your affiliates. These Terms do not create any partnership, agency, or joint venture.