

Organizer Ticketing Services Agreement

Last Updated: September 6th, 2016

THIS ORGANIZER TICKETING SERVICES AGREEMENT ("Agreement") is made by and between Indus Marketing Group LLC, parent Company of DesiTix under the Rules & Regulations of DMCCA in NJ, United States, ("Company," "DesiTix," "We," "Us," or "Our"), and "You", a person, organization or other entity (an "Organizer," or "You" or "Your"). DesiTix is in the business of providing reservations, tickets, admissions, and/or confirmations that allow the ticket holder or purchaser (each, a "Attendee") attendance at, access to, or participation in, events, venues and other activities (each, an "Event"). "You", as an Event organizer, are authorized to provide access to such Events. The parties, intending to be legally bound, hereby agree as follows:

1. OUR SERVICES AND RESPONSIBILITIES

1.1 DesiTix facilitates event organizer, promoters and party planners ("Organizers") with the sale of tickets and the collection of payments with respect to the sale of tickets/registrations, merchandise and services for events registered on our Site. We make planning an event easy, not only for the organizer but for the users as well who wants to attend "Your event ("Buyers"). The convenient questionnaire for the organizers simplifies the collection of event registration fees online directly from Buyer.

1.2 DesiTix shall provide the following services ("Services") under this Agreement:

1.2.1 I. Display and list "Your Event on DesiTix's website, located at the following World Wide Web address: <http://www.DesiTix.com> (THE "SITE");

1.2.2 Accept and process on-line orders for tickets to "Your Event and process all credit card and other payments to said Event on "Your behalf.

1.2.3 Payments are processed through the DesiTix payment processing gateway (the "Gateway"); Payments are all transacted through third party payment services such as PayPal, Google Checkout, Authorize.net or other methods (collectively, "Facilitated Payment Modes" or "FPM") or the DesiTix payment processing gateway (the "Gateway").

1.2.4 Provide an accounting to "You" of our fees and charges for each ticket sold by us.

1.2.5 Provide a set of features and tools to enable "You" to manage "Your event online. For more information, please see <http://www.DesiTix.com>.

2. FEES, CHARGES, AND PAYMENT METHODS

2.1 Gateway Payment Process

DesiTix Gateway for the collection of event registration fees, is processed directly by BluePay (bluepay.com). Organizer are assessed a bank processing fee and a DesiTix fee as per the description on <http://www.DesiTix.com/pricing>. (i) DesiTix will collect all event registration fees on behalf of "You" from the Attendee and deduct all applicable Fees from the event processing fees passed along to "You". (ii) DesiTix will make all payments to "You" (event registration fees minus applicable Fees due to DesiTix, including any prior balance due to DesiTix for any reason) either via check or by Direct Deposit into the account "You" authorize. "You" represent, warrant and covenant that the mailing address and/or checking account information provided to Us is accurate.(iii) DesiTix will use commercially reasonable efforts to submit payment for the balance due to "You" within seven (7) business days after the end date for the Event to which the registration fees correspond, provided that

DesiTix reserves the right to withhold funds at any time as DesiTix in its sole discretion determines to be necessary for the processing and settlement of all returns, disputed charges, customer complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.

2.2 Refunds.

It is “Your” responsibility to convey “Your” refund policy to Attendees. In the event of canceled or postponed Events, “Your” refund policy is superseded by DesiTix's refund policy as described in Subsection (B) (ii) below. Organizer shall ensure that its refund policy is consistent with the terms of this Agreement, the payment and refund processes included in the Services, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between the Organizer and the Attendee, and DesiTix will not be liable for any decision to issue or not issue refunds in the course of the use of Our Gateway.

2.2.1 Individual Refunds. If an Attendee desires to request a refund, the Attendee must request the refund from the Organizer. If the Organizer desires to fulfill the request, Organizer can utilize the Services or contact DesiTix to process the refund. DesiTix will use commercially reasonable efforts to process refunds issued and requested to be issued by the Organizer in a timely manner after the Organizer authorizes the issuance of the refunds. DesiTix has no responsibility to provide individual refunds which have not been authorized by the Organizer in accordance with this provision. In addition, DesiTix will NOT issue any refund to an Attendee unless and until sufficient funds for the refund have been received from the Organizer.

2.2.2 Canceled or Rescheduled Events. No payments shall be made to an Organizer with respect to any Event that is cancelled (or for which the Organizer otherwise authorizes a refund). If an Event is canceled, a refund shall be issued to Attendees. Organizer will be sent an invoice for all Fees due to DesiTix for such Event. Upon payment of all such Fees, DesiTix will issue a full refund to Attendees. If Organizer fails to submit payment to DesiTix for its Fees in a timely manner, DesiTix will process refunds for the canceled Event less all applicable Fees and Organizer shall thereafter be required to refund the Fees directly to Attendees and furthermore, DesiTix shall have no further liability or obligation. If an event is rescheduled, DesiTix will use its sole discretion to determine whether it is considered a cancellation and therefore subject to the refund policy described in this section.

2.2.3 Complaints. Notwithstanding the foregoing, “You” acknowledge and agree that, to protect its reputation and the integrity of the Site, DesiTix shall have the right (but not the obligation) to refund to Attendees any or all amounts paid for tickets at any time for any reason, including, without limitation, complaints received from a substantial number of Attendees ((as determined by DesiTix in its sole discretion) in respect to the Organizer or the Event. , This would include knowledge that the Organizer has engaged in any fraudulent activity or made any misrepresentations. DesiTix shall have no liability whatsoever to an Organizer in connection with or arising from any such decision to force or provide refunds.

2.3 Refund Disclaimer

DESITIX DOES NOT PROVIDE REFUNDS FOR ANY FEES. IF “YOU” WANT TO ISSUE A REFUND FOR DESITIX FEES TO ATTENDEES, OF IF “YOU” ARE REQUIRED TO ISSUE A REFUND FOR DESITIX FEES PURSUANT TO SUBSECTION (B)(ii) BELOW, IT IS “YOUR” SOLE RESPONSIBILITY TO ISSUE A PAYMENT DIRECTLY TO “YOUR” ATTENDEES OR SUBMIT PAYMENT FOR SUCH FEES TO DESITIX PRIOR TO DESITIX REFUNDING THE FEES.

2.4 Credit Card Chargebacks.

Any credit card chargebacks initiated by an Attendee for any reason with respect to an Event shall be

charged back to the Organizer. DesiTix in its sole discretion shall either (i) deduct these costs from such Organizer's outstanding balance, whether for that particular Event or for any other Event that such Organizer lists through the Services; or (ii) send an invoice to such Organizer for such costs if no balance exists. If payment for such invoice is not received by DesiTix within thirty (30) days after the invoice date, DesiTix reserves the right, at its sole discretion, to terminate Organizer's registration for the Services and to cancel all other Events listed by such Organizer as provided herein. DesiTix shall have no liability whatsoever for any damages, claims or losses incurred by an Organizer in connection with any such termination or cancellation. All communications and disputes regarding chargebacks are between the Organizer and Attendee, and DesiTix will not be responsible or liable in any way for chargebacks issued in the course of the use of the Gateway.

2.5 Confirmation.

Upon receipt of a credit card authorization from each individual ticket purchaser, DesiTix generates a confirmation message and issues a unique confirmation number. "You" agree to unconditionally accept, honor, and fulfill all ticketing commitments that have been confirmed by DesiTix through the Services (and not returned or voided), and it is "Your" responsibility to verify the applicable Attendee's status, confirmation number and/or any Event restrictions prior to the subject Event. If we learn that "You" are not honoring our ticketing commitments, we reserve the right, in our sole discretion, to terminate "Your" account without liability or further obligation.

2.6 Collection Costs.

In the event that "You" do not pay to DesiTix upon request any amount required to be paid by "You" under this Agreement, DesiTix shall be entitled to recover from "You", in addition to any amounts otherwise owing, its reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

3. TAXES and WITHHOLDING.

"You" are responsible for (and will indemnify and hold harmless DesiTix against) all taxes or other governmental charges associated with "Your" Event or "Your" sale of tickets through the Services. For example, if the authorities where to tax certain types of Events, it is "Your" responsibility to know if any applicable laws apply to "You" and to adjust the ticket price accordingly to account for "Your" payment of these taxes.

If DesiTix determines that it is required to collect or pay any such taxes or other charges, it may deduct such amounts from any balance payable to "You" under this Agreement or else invoice "You" for such taxes or other charges. DesiTix reserves the right to withhold the payment of any amounts owed to "You" hereunder if DesiTix suspects or determines that such amounts have been generated in (i) a fraudulent manner, (ii) violation of this Agreement or the TERMS OF SERVICE ("TOS"), or (iii) violation of any applicable laws or regulations (foreign or domestic). Such withholding may be temporary or permanent (as determined by DesiTix).

DesiTix is not responsible for any Taxes and/or Fines imposed by the governing legal entities. It is "Your" responsibility to ensure that "Your" event is operating within the local legal boundaries.

4. EVENT RESTRICTIONS

When submitting "Your" Event to DesiTix to be listed on our service, it is "Your" responsibility to provide to us any event restrictions associated with said Event. Any Event that requires a restriction for admission, including, but not limited to, age, school or organizational affiliation, or other characteristics or requirements, must be clearly stated by "You" upon submission to us. It is "Your" responsibility to ensure that said restriction is lawful and does not violate any local laws, or any applicable foreign laws, prior to submitting the Event to Us. It is also "Your" responsibility to verify that all customers can be admitted to "Your" Event.

5. ACCESS

“You” understand and agree that the Site may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which We may undertake from time-to-time; or (iii) causes beyond Our reasonable control or which are not reasonably foreseeable by Us, such acts of government or the malicious or criminal acts of third parties.

6. REPRESENTATIONS AND WARRANTIES

“You” represent and warrant the following: (i) “You” are a producer, promoter, presenter, or manager of the Event; (ii) “You” have the authority and right to offer, sell, and honor the tickets to the Event sold on Our website; (iii) the Event itself and any material or content provided by “You” to Us for use on Our website is/are not (and does not contain, promote, or link to material or content that is) pornographic, defamatory, grossly offensive, harassing, malicious, illegal, or otherwise objectionable, and do not infringe or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity, and (iv) the Event and the sale of tickets to the Event does not constitute a violation of any local law.

7. MISREPRESENTATION OF EVENT

The Event must be accurately and truthfully described when an Organizer submits the Event listing to DesiTix to be posted on the Site. If an Organizer does not exclusively sell tickets through the Site, the Event ticket prices shall never exceed the price indicated on the Site. The Organizer acknowledges failing to do so effects the integrity of DesiTix. If it is discovered and determined, in our sole discretion, that “You” misrepresented the Event, We will cancel the Event and may issue a refund to ticket purchasers (minus any Fees) as provided in this Agreement. If We determine that “You” repeatedly engage in the conduct described in this paragraph, “Your” account will be terminated and any other Events submitted by “You” will be cancelled pursuant to this Agreement and DesiTix reserves the right to take other actions or pursue additional remedies as permitted by law.

8. TECHNICAL SUPPORT

DesiTix will provide technical and other customer support to Organizer by which “You” can obtain technical assistance in dealing with any difficulties which may arise in connection with “Your” use of Our Site. We attempt to provide such support in a timely manner, but make no guarantees that we will respond to “Your” inquiry by a particular time.

9. CONFIDENTIALITY AND NON-DISCLOSURE

“You” understand and acknowledge that DesiTix is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information") and acknowledge that the services which We perform involve the furnishing of Confidential Information to “You” including, but not limited to: (i) customer names, mailing addresses, and other personally-identifiable information; (ii) sales; (iii) market demographics; (iv) pricing; and (v) business strategy, and that the goodwill and competitive position of DesiTix depend, in part, upon “You” keeping such Confidential Information confidential. “You” agree to use “Your” best efforts to protect Our Confidential Information and to implement security measures to keep said Confidential Information confidential. Except pursuant to court order or the prior written consent of Us, “You” agree that “You” shall not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party or permit or cause any unauthorized party to disclose, examine, and/or reproduce any reports, documents, transmissions, or data containing Confidential Information prepared or owned by Us. If “You” are requested or required to disclose Confidential Information pursuant to legal proceedings, “You” shall promptly notify us so that we may prepare a response to said legal proceedings and “You” shall cooperate with our efforts to obtain a suitable protective order.

10. NON-SOLICITATION

“You” agree that “You” shall not solicit or contact for the purpose of soliciting, or assist anyone else in soliciting or contacting for the purpose of soliciting, via e-mail or through other means, any of Our customers (including any Attendee or Organizer “You” interact with through the Site or the Services) in order to purchase, buy, acquire, or obtain any other product, service, or other solicitation, or for the purpose of terminating, altering, or in any way modifying Our customers' relationship with Us.

11. PROMOTION OF EVENT

Organizer shall use reasonable efforts to create, produce, and distribute marketing and promotional materials, and/or otherwise create marketing and promotional campaigns, which state that tickets to “Your” Event shall be available for sale at the DesiTix website.

12. TERMINATION

Except as provided elsewhere in this Agreement, either party may terminate this Agreement at any time upon thirty (30) calendar days' notice to the other as provided in the paragraph titled "Notice" in the TOS. If “You” terminate this Agreement after “You” have submitted Your Event to us, “Your” Event shall be cancelled as provided in this Agreement.

13. REFERENCES

“You” grant us a limited, worldwide, royalty-free license to reproduce and use “Your” company or organizational name, logos and trademarks (and to authorize our service providers and media outlets to do so) in advertising or promotional materials, in any and all media (including print and Internet), whether now or hereafter existing, for the purpose of referring to “You” as a DesiTix customer and/or describing our services for “You”

14. INDEMNITY.

The Organizer agrees to defend, indemnify and hold DesiTix, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your Content; the events listed on the Service; any related personal injury by attendee, any damages to event venue, your use of, contribution to or connection with the Service; your violation of this TOS; and/or your violation of any rights of another. DesiTix shall provide notice to you of any such Claim, provided that the failure or delay by DesiTix in providing such notice shall not limit your obligations hereunder. DesiTix reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting DesiTix defense of such matter.