

ENTERFIVE TIXY END USER SERVICES AGREEMENT

This Agreement is between Enterfive owned product, Tixy ("Tixy") and you ("User", "you", "your"). Whether you are using the Tixy Services to purchase Tickets ("Buyer") or sell Tickets ("Seller"), this Agreement governs your access to and use of the Tixy Services.

Capitalized words in this Agreement are defined in paragraph 15.

Please note:

- Tixy does not routinely screen the content of any Listing or its suitability for individual Users;
- Tixy does not own or set the Sale Price of any Tickets;
- Tixy does not endorse any Users or any Listings and reserves the right to remove a Listing it deems inappropriate from the Website at anytime and for any reason;
- Tixy does not confirm the identity or suitability of Users; Users interact with and contact one another at their own risk;
- Tixy is not an event organiser or promoter;
- Tixy provides an online platform to facilitate the sale and purchase of Tickets; and
- Tixy is not party to the agreement between a Buyer and Seller for the sale and purchase of Tickets using the Tixy Services. Therefore, Tixy is not responsible for the Listing, the Event or the Ticket(s) purchased. Delivery of Tickets is the Seller's responsibility and Tixy is unable to guarantee that Sellers will complete Transactions in every single case.

INTRODUCTION TO AGREEMENT:

This Agreement is a legally binding contract and you should read the following terms and conditions carefully before you use the Tixy Services. By using the Tixy Services, you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Agreement. If you don't agree with this Agreement, or cannot comply with it, then you must not use the Tixy Services.

- **About Tixy:** Tixy is a product of Enterfive LLC/Limited a U.S and Nigerian registered Company.
- **Contacting Tixy:** If you have any questions or want any further information regarding this Agreement, please contact info@tixy.ng.

- **Contacting You:** If we need to contact you, we will do so using the telephone number or email address that you have provided with your Account.

GENERAL TERMS & CONDITIONS

DEFINITIONS AND INTERPRETATION

- In this Agreement:
 - “Account” means the account set up by you to use the Tixy Services.
 - “Agreement” means these terms and conditions made available to you.
 - “Buyer User Data” means the data collected pursuant to the bespoke questions, if any, that a Seller is able to include in an Event Listing in order to collect personal data from Buyers during the checkout process, as well as personal data the Buyer is able to upload into the Tixy Services.
 - “Data Protection Legislation” means all data and privacy laws, rules and regulations to the extent applicable from time to time.
 - “Event” means any event or ticketed activity detailed in a Listing for which Tickets may be issued, bought or sold via the Tixy Services.
 - “Feedback” means feedback, comments and suggestions for improvements to the Tixy Services posted by Users.
 - “Force Majeure” means any cause beyond Tixy’s control including without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, epidemic, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements, acts or regulations of national or local governments.
 - “Event Listing” means the Event and Ticket listing(s) created by a Seller, for which Tickets are available for sale or distribution and which includes the digital content created for that Event.
 - “Order Confirmation” means the written notice confirming a Transaction, issued to the Buyer automatically once the booking process has been completed, at which point a legally binding agreement in respect of the Transaction between that Buyer and that Seller is formed.

- "Payment Processing Method" means the choice current payment method on Tixy.
- "Sale Price" means the price at which a Seller offers a Ticket for sale using the Tixy Services, which can be nil (i.e. some Events may be free) and which includes any and all additional costs and charges which may be set by the Seller.
- "Service Charge" means the non-refundable (other than as may be legally required) service charge payable to Tixy for the provision of the Tixy Services, which at the Seller's election may either be charged to the Seller (in which case such amount will be collected by Tixy prior to settlement of sales proceeds) or charged to the Buyer (in which case such amount will show in the subtotal on the checkout page and will be paid by the Buyer on top of the Sale Price as part of the total Transaction Value) for providing the platform, which is inclusive of VAT at the then - current rate.
- "Third-Party Social Media Site" means third party websites and applications that enable users to create and share content or to participate in social networking, including, but not limited to, Facebook, Twitter and Google Chrome.
- "Ticket(s)" means an electronic ticket or other type of evidence of the right to occupy space at or to attend an Event.
- "Transaction" means a transaction undertaken via the Tixy Services where the Buyer agrees to buy and the Seller agrees to sell one or more Tickets at the listed Sale Price(s).
- "Transaction Value" means the total amount payable by a Buyer pursuant to a Transaction.
- "Tixy Account Information" means the personal data you upload when registering your Account.
- "Tixy Payments" means the Payment Processing Method option which requires no set up by the Seller and through which the Transaction Value gets paid to Tixy who will remit the net Sale Price amount(s) to the Seller at least 48 hours after the end of the Event, subject to the terms of this Agreement.
- "Tixy Services" means all of Tixy's online services, including but not limited to the Website, the software application available for download to a smartphone which contains a modified version of the solution and all mobile services, any software provided and any related tools and services provided by Tixy.
- "Venue" means any site, facility or location where an Event is held.
- "Website" means any website run or provided by Tixy, including

any software application available for download to a smartphone which contains a modified version of the solution.

- Interpretation: The terms “including”, “include”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- Headings: The headings used in this Agreement are for reference purposes only and do not affect its interpretation.

REGISTRATION, YOUR ACCOUNT AND USER CONTENT

REGISTRATION

- Registration: In order to set up a Listing or buy Tickets using the Tixy Services you must:
 - be at least 18 years old, or the legal age of majority in the country where you reside, and able to enter into legally binding contracts; and
 - set up a password-protected Account providing your correct full name (or business name, if you are a business) and email address (all your details must be kept up to date at all times), further details can be added at a later date if desired. Your Account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene.

YOUR ACCOUNT

- Password: You are solely responsible for maintaining the security of your password and for all activity that occurs on your Account. You shall not permit anyone other than you to use your Account. You may not transfer or sell access to your Account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another User's Account without that User's permission. You will immediately notify us in writing if you discover any unauthorised use of your Account or other account-related security breach. We may require you to change your username and/or password if we believe your Account is no longer secure or if we receive a complaint that your username violates someone else's rights.

You will have no ownership in your Account or your username. We may refuse registration, cancel an account or deny access to the Website for any reason.

- **Companies:** If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity (and “you” refers and applies to that company or other legal entity).
- **Privacy Policy:** Please refer to the Privacy Policy section for more details on how we use and protect your Tixy Account Information.

USER CONTENT

- **User Content:** We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit profile information, comments, questions, Feedback, pictures and other content or information (“User Content”). User Content shall include all information posted, transmitted or otherwise made available by Users on the Tixy Services in connection with the creation of events.
- **User Content Warranties:** In relation to your User Content, you represent and warrant that:
 - you have the written consent of each and every identifiable natural person in the User Content to use such person’s name or likeness in the manner contemplated by the Tixy Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use;
 - you have the written consent of the photographer or other owner of any images included in your User Content to use such pictures in the manner contemplated by the Tixy Services and this Agreement;
 - Tixy's use of your User Content as contemplated by this Agreement and the Tixy Services will not breach any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights;
 - your User Content is not unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another’s privacy, hateful or racially, ethnically or otherwise

- objectionable;
 - Tixy may exercise the rights to your User Content granted under this Agreement without liability for payment of any fees or royalties payable under any collective bargaining agreement or otherwise; and
 - to the best of your knowledge, all your User Content and any other information that you provide to us is truthful and accurate.
- Tixy and User Content: Tixy takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends using the Tixy Services. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Tixy shall not be liable for any damages you incur (or allege to incur) as a result of User Content.

TERMS AND CONDITIONS – CREATING EVENTS & SELLING TICKETS

CREATING AN EVENT

- Event Listing Responsibility of Seller: By creating an event using the Tixy Services, Sellers are offering to sell or distribute, for the Sale Price, where applicable, Ticket(s) for Buyers to attend an Event. It is the Seller's responsibility to make any Event or Ticket restrictions clear to the Buyer and the Seller is solely responsible for all the Listings that they post on the Website. Any changes to Listings, Events and Tickets must be made clear to Users and Buyers as soon as possible.
- Event Listing Representation: A Listing is a legal representation made by the Seller about the details relevant to the Ticket and Event, and their accuracy.
- Service Charge Preference: The Seller shall elect whether the Service Charge shall be paid by the Buyer, in addition to the Sale Price, or included in the Sale Price and paid by the Seller.
- Service Listing Description: The Seller must provide all the Event information in the Listing, for example:
 - the location of the Event;

- the name of the Event and performer(s) (if relevant);
 - the date of the Event;
 - the name and address of the Venue;
 - the type of Ticket (e.g. regular, VIP, seated, standing, timed entry, etc.);
 - the Sale Price of each Ticket;
 - whether or not the Service Charge is included in the Sale Price or not;
 - whether or not a portion of the Sale Price will be donated to a particular cause or charity and the relevant associated details;
 - the refund policy, if any;
 - any additional information, special rules or requirements which apply to the Event and/or the Tickets (e.g., age restrictions, accessibility restrictions, restricted view, family section, alcohol restrictions, etc.);
 - if applicable, information on how and when the Buyer will be informed about whether the Seller has approved the Transaction or not (see paragraphs 6.2 and 12.5 below);
 - any details about the Buyer that the Seller will be collecting during the Transaction process and details as to how such data will be processed, including any Buyer User Data to be collected; and
 - any other significant information relating to the Event and/or Ticket(s) that may reasonably affect a Buyer's decision about whether to purchase or apply for a Ticket or not, including any information required by law.
- Compliance: When creating an event Listing, the Seller must comply with all applicable local, national and international laws and regulations and the terms of this Agreement. If you are a Seller trading as a business, you must identify yourself as such by using a business Account. Sellers trading as a business are responsible for complying with all applicable local, national and international laws and regulations in relation to their obligations as a "trader". Tixy assumes no responsibility for a Seller's compliance with applicable laws, rules or regulations.
 - Seller Warranties: The Seller represents and warrants to and for the benefit of Tixy, that any Event Listings that he/she creates:
 - relate only to Tickets and Events over which that Seller has control, either directly or indirectly, and for which the Seller is permitted to

- sell or distribute Tickets;
 - include accurate and transparent Ticket prices and information relating to all additional charges which will be incurred by Buyers;
 - if booked, will be honored, unless otherwise agreed with the Buyer;
 - do not infringe any third-party rights (including intellectual property rights);
 - are not being listed by the Seller serving in the capacity of a broker, rental agent or listing agent for a third party;
 - do not comprise of the same or substantially the same content as any other Listings on the Website and are not published on any other website;
 - do not in any way contain fraudulent or inaccurate or misleading information; Please note: selling stolen or counterfeit property is a crime and Tixy will report such activity to the relevant local authorities and permanently ban anyone found selling stolen or counterfeit property from using the Tixy Services.
 - are not defamatory, abusive, threatening or obscene;
 - are not unethical or discriminatory on the basis of age, gender, race, marital status, nationality or cultural, religious or personal beliefs, disability, sexual orientation, political opinion or otherwise;
 - do not attempt to solicit any Users to use a third-party service that competes with the Tixy Services;
 - do not breach any applicable local, national or international law or regulation, including those associated with making charity donations;
 - do not contain any virus or other programme that interferes with or seeks to interfere with any computer system or data;
 - cannot be construed to be associated with any terrorist organisations; and
 - do not contain political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
- VAT: The Seller is responsible for the VAT on their ticket sales and will be collected as part of the charges at the end of every event.
 - Insurance: The Seller is solely responsible for any insurance that may be required in relation to the Listing and the Event.
 - Event Cancellation or Alteration: If an Event is cancelled, re-scheduled or amended in any way, this must be dealt with by the Seller and communicated clearly to Buyers. The Event Listing must be updated or

removed by the Seller and if it is not, we reserve the right to remove the Listing from the Tixy Services.

- No Tixy Guarantee: Tixy does not guarantee that Listings made via the Tixy Services will be published and active within a certain time of the Seller posting a Listing or that it will appear in a particular order in search results or that the Ticket(s) will sell. If a Ticket does not sell, Tixy accepts no responsibility.

SALE OF TICKETS

- Payment Processing Preferences: Tixy currently uses Paystack as the mode of payment collection for Ticket sales via Tixy. However, if you require to change payment platforms from Paystack to another platform, subject to technical review and if approved, funds from existing Ticket sales will continue to be paid out via either of these Payment Processing Methods in the period as agreed by you and Tixy.
- Sale Contract and Order Confirmation: Following Seller approval, if required, when a Buyer completes the sales process by entering their payment details and clicking on “pay now” for paid for Events or “register” for free Events, the parties shall become contractually bound to one another to complete the Transaction. An Order Confirmation will be generated and sent to the Buyer once the Buyer has completed the payment process.
- Failed Delivery: Order Confirmations are automatically generated following the Buyer’s completion of the payment process. Any notification of a failed delivery that the Seller receives from a Buyer must be dealt with by the Seller as soon as possible and, in any event, in advance of the date of the relevant Event. Tixy can also check if there might be unforeseen or uncontrollable interruptions (due to internet bandwidth or user errors) to confirm if Buyer actually truly purchased ticket.
 - Client Support: If Seller is subscribed to the Silver or Enterprise/ Gold plans, the Seller has direct access to the Project Management and Quality Assurance teams who will look into specific cases that need additional information to reconcile and can do so in 24-48 hours.

- Disputed Events: If a Buyer disputes any element of an Event or a Transaction Value, such dispute shall be between the Buyer and the Seller and Tixy shall have no involvement. Any issues that may come via our communication channels we will forward accordingly.

TIXY PAYMENTS

- Tixy Payments: Tixy Payments via Paystack is currently the default payment option which is available to Sellers.
- Should you require to change payment platforms from Paystack to another platform, subject to technical review and if approved, an additional fee for customization and potential increase in ticket processing fee will be incurred.
- Payment to Sellers: Provided that the Event has taken place, and no dispute has arisen in connection with the Transactions, Tixy shall pay the proceeds due to the Seller from the Transaction using the payment method selected by the Seller within 1-3 business days.
- Payment Details: Sellers are responsible for providing Tixy with accurate bank account information associated with their Account and keeping this up to date at all times.
- Account Balance: Sellers will be notified on funds available for withdrawal. Tixy shall remit the withdrawal request to the Seller within a commercially reasonable time of such request.
- Payments: In some circumstances, payment shall only be made if the amount due to the Seller totals at least the Threshold Amount. Unpaid amounts of less than the Threshold Amount will be carried over indefinitely until the amount accrued is the Threshold Amount or above. If Sellers wish to have their balance remitted in a given month in which the amount due to them is less than the Threshold Amount, the Seller should contact Tixy at info@tixy.ng with such request.
- Withholding Payment: Tixy reserves the right to withhold payment to a Seller or charge back to the Seller's account any amounts otherwise due to Tixy under this Agreement, or any amounts due as a result of a breach of this Agreement, pending Tixy's reasonable investigation of such breach, in its sole discretion. Tixy reserves the right to freeze any payments due to Sellers for up to 6 months if it, in its sole discretion, believes that charges may be disputed by Buyers or the Seller, Event, Listing and/or Tickets appear to be fraudulent.
- Disputed Payments: If a Seller disputes any payment made or owed by

Tixy, the Seller must notify Tixy in writing within 30 days of any such payment being paid or becoming due. Failure to notify Tixy within the required time frame shall result in a waiver by the Seller of any claim relating to any such disputed payment.

- Refunds: Currently, the Seller will be solely responsible to handle such requests outside of Tixy subject to discussions between Buyer and Seller.

PAYMENTS

- Applicable Taxes: Sellers agree to pay all applicable taxes or charges imposed by any government entity and/or local laws or regulations in connection with their Event listings and associated Transactions.
- Cancellation and Refunds: The cancellation and refund policy for a Ticket is at the Seller's discretion and will be set out accordingly via best means specified by the Seller.

USE AND COLLECTION OF DATA BY SELLERS

- Tixy Account Information: The Seller may be given access to Buyers' Tixy Account Information where necessary to fulfil Tickets. Tixy does not provide any warranties as to the accuracy, relevance or fitness for any particular purpose in relation to the Tixy Account Information. The Seller is the Data Controller (as defined by Global Data Regulatory standards) in respect of the Tixy Account Information of Buyers, from the point at which it is passed and/or made available to the Seller and the Seller must comply with Data Protection Legislation when processing Tixy Account Information of Buyers. Where Tixy Account Information of Buyers is made available, it is confidential and must only be disclosed to authorized persons using appropriate security measures. The Seller must keep Buyers' Tixy Account Information secure and must take reasonable steps to protect it from misuse, loss and from unauthorised access, modification or disclosure.
- Buyer User Data: The Seller is the Data Controller of all Buyer User Data and must comply with Data Protection Legislation when processing Buyer User Data including, but not limited to, providing Buyers with information about how their data will be used, and collecting appropriate permission from Buyers for any uses made of their User Data. The Seller must keep Buyer User Data secure and must take reasonable steps to protect it from misuse, loss and from unauthorised access, modification or disclosure. Tixy has no control over or input into Buyer User Data, nor does it have

responsibility for or ownership of any Buyer User Data collected and solely acts as a processor in relation to the same. Notwithstanding this, Tixy will take appropriate measures to protect Buyer User Data, when held within the Tixy Services, from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Buyer User Data. Tixy will only process Buyer User Data on the instructions of the Seller.

- **Prohibited Data Classes:** Sellers must not use the Tixy Services to collect the following types of data: payment card or bank details, details of racial or ethnic origin, political opinions, details of religious beliefs, trade union membership details, physical or mental health information, details of sexual life, details of the commission or alleged commission of any offence, and personal data of or other information relating to children under the age of 18. If the Seller collects such information, Tixy is entitled, in its sole discretion, to terminate the Agreement.

ENFORCEMENT ACTION AGAINST SELLERS

- **Cancellation:** Tixy reserves the right to cancel a Listing and/or a Transaction and/or a Seller's Account in its sole discretion, for any reason and at any time.

TERMS & CONDITIONS – BUYING TICKETS

- **Sale Price:** The Seller sets the Sale Price of the Ticket and can change the Sale Price at any time prior to a Transaction taking place.
- **Fees/Charges:** When a Buyer selects one or more Tickets for purchase, any additional charges and/or fees associated with the Ticket and Transaction shall be made clear by the Seller, which shall include:
 - the Sale Price;
 - the Service Charge (if applicable); and
 - any other charges included by the Seller.
- **Check Your Order:** As a Buyer you must ensure that you have read the full Listing details and are happy with your Ticket selection prior to purchase. Tixy will not rectify any issues that arise and Sellers will only do so in their sole discretion.
- **Payment Information:** The Buyer warrants and represents that he or she is authorised to make payment and that the billing information provided is complete, up to date and accurate.
- **Order Confirmation:** Upon Buyers completing their purchase, by entering

- their payment details, where necessary, and clicking on “Check Out” for paid for Events or for free Events, an Order Confirmation shall automatically be issued to the Buyer, which is the point at which the Buyer and Seller enter into a binding agreement. The Order Confirmation will contain the Ticket with which the Buyer will be able to attend the Event. If the Order Confirmation is not received or ticket (for some reason subjective to the Buyer), it can be retrieved from the Account dashboard, along with the Ticket after payment is confirmed (if ticket is priced).
- **Payment:** Once the Buyer receives the Order Confirmation, depending on which Payment Processing Method the Seller has selected, the Buyer agrees that Tixy or a third-party payment processor, acting on behalf of the Seller, may debit or authorise the amount of the Transaction Value from the method of payment provided by the Buyer. If applicable, the Service Charge is non-refundable and, unless otherwise agreed by the Seller, no refunds or credits will be provided once the Buyer has been charged.
 - **Other Ticket Terms and Conditions:** All Tickets purchased by the Buyer are subject to the Ticket, Event and Venue terms and conditions, and all applicable laws and regulations.
 - **After-Sales Queries:** If the Buyer has any questions or concerns following the purchase of a Ticket, the Buyer should contact the Seller directly and should not contact or attempt to contact Tixy. All contacts directly to Tixy will be forwarded to Buyer accordingly.

ENFORCEMENT ACTION AGAINST BUYERS

- **Cancelling Transactions:** Tixy reserves the right to cancel a Buyer’s Transaction in any of the following circumstances if:
 - Tixy suspects any fraudulent, illegal or unethical activity relating to one or more Transactions; and/or
 - Tixy suspects any unauthorised use of a Buyer’s Account and/or of the Tixy Services; and/or
 - a breach of the terms of this Agreement occurs.

AGREEMENT TERM AND TERMINATION

- **Commencement and Term:** This Agreement shall commence on the date that you register an Account with Tixy and publish your first event and shall continue based on your choice subscription terms or subject to

- earlier termination by either you or Tixy.
- Termination by Tixy: Tixy may terminate this Agreement if:
 - any abusive or threatening behaviour is reported to Tixy as being carried out by you or via your Account;
 - Tixy suspects any unauthorised use of your Account and/or the Tixy Services;
 - Tixy suspects any fraudulent activity or other illegal activity relating to your Account;
 - you otherwise breach the terms of this Agreement;
 - Tixy is ordered to do so by any legal or regulatory authority;
 - you are an individual, and you are unable to pay your debts as they fall due or are declared bankrupt or if you are a company and you become subject to an administration order or make a voluntary arrangement or composition with your creditors (or similar other arrangement applicable in the country you reside), or an encumbrancer takes possession of or a receiver is appointed over your property or assets, or the company is wound up or ceases or threatens to cease to carry on business except for the purposes of reconstruction; and/or
 - Tixy provides you with 30 days' written notice of termination, at Tixy's election.
 - Termination by You: You may cancel your Account at any time by sending an email to info@tixy.ng or your select point person. If you are a Seller, before cancelling your account, you must cancel any Tickets you have sold for Events that have not taken place, notify Buyers and refund the Buyers. Please note that if your Account is cancelled, Tixy does not have an obligation to delete or return to you any User Content you have posted to the Tixy Services.
 - Consequences of Termination: Termination of this Agreement shall not affect either your or Tixy's rights and liabilities accrued prior to and including the date of termination and/or any terms intended expressly or by implication to survive termination.

LICENSES

- User License: Subject to your compliance with this Agreement, Tixy grants you a limited, non-exclusive, non-transferable license, to access and view

content via the Tixy Services for your personal use and solely for the purposes expressly permitted by the Tixy Services. This license is expressly conditioned on your pre-existing agreement to comply with, and your actual compliance with, each of the provisions described in this Agreement.

- User License Restrictions: You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Tixy Services, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Tixy or its licensors, except for the licenses and rights expressly granted in this Agreement.
- Trademarks: Tixy logos as well as the name and any designs found on the Website are registered trademarks of Tixy. Tixy's trademarks may be used publicly only with our written permission. Except as expressly stated in this Agreement, Tixy does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

TIXY SERVICE RULES

- Rules: In connection with your use of the Tixy Services, you may not and you agree that you will not:
 - breach any local, state, provincial, national, or other law or regulation, or any order of a court;
 - infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
 - interfere with or damage the Tixy Services, including, without limitation, through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - use the Tixy Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the Tixy Services;
 - "stalk" or harass any other User of the Tixy Services or collect or store any personally identifiable information about any other User (except as expressly permitted by the Tixy Services);
 - submit, or provide links to, any postings containing material that

could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- register for more than one Account or register for an Account on behalf of an individual other than yourself, including any employee or representative of our company;
- recruit or otherwise solicit any Seller or other User to join third party services or websites that are competitive to Tixy, without Tixy's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Tixy Services;
- use the Tixy Services to find a Seller or Buyer and then complete the transaction independent of the Tixy Services in order to circumvent the obligation to pay any fees related to Tixy's provision of the Listing;
- as a Seller, submit any Listing with a false or misleading price information, or submit any Listing with a price, service or activity that you do not intend to honor;
- use, display, mirror or frame the Tixy Services, or any individual element within the Tixy Services, Tixy's name, any Tixy trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Tixy's express written consent;
- access, tamper with, or use non-public areas of the Tixy Services, Tixy's computer systems, or the technical delivery systems of Tixy's providers;
- attempt to probe, scan, or test the vulnerability of any Tixy system or network or breach any security or authentication measures;

- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Tixy or any of Tixy's providers or any other third party (including another User) to protect the Tixy Services or any content thereon;
 - attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Tixy Services;
 - reproduce or scan Tickets in a format or medium different from that provided by the Website;
 - use any automated software or computer system to search for, reserve, buy or otherwise obtain Tickets, discount codes, promotional codes, vouchers, gift cards or any other items available on the Website, including sending information from your computer to another computer where such software or system is active; and/or
 - advocate, encourage, or assist any third party in doing any of the foregoing.
- Legal Action: Tixy reserves the right to investigate and take appropriate legal action against any illegal and/or unauthorised use of the Tixy Services. Tixy may involve and cooperate with local law enforcement authorities in prosecuting Users who breach this Agreement, including, without limitation, civil, criminal and injunctive redress. You agree that monetary damages may not provide Tixy a sufficient remedy and that Tixy may pursue injunctive or other relief for your violation of these Terms. If Tixy determines that you have violated these Terms or any local or national law, or for any other reason or for no reason, Tixy may cancel your Account, delete all your User content and prevent you from accessing the Website at any time without notice to you. If that happens, you may no longer use the Tixy Services. You will still be bound by your obligations under these Terms. You agree that Tixy will not be liable to you or any third party for termination of your access to the Website or to your account or any related information, and Tixy will not be required to make the Website or your account or any related information available to you.

WARRANTIES AND INDEMNITIES

- True Information: You represent and warrant that the information that you submit to Tixy for your Account and in your use of the Tixy Services is true, accurate and complete and you will not use false information, including name and email address, in using the Tixy Services.

- **Legal Compliance:** You represent and warrant that in using the Tixy Services, you shall comply with all applicable local, regional, national and international laws, regulations, codes of practice and the terms of this Agreement. You further warrant that you are aged 18 years or over and can enter into legally binding contracts.
- **Tax Indemnity:** You agree that Tixy is not in any way responsible for the accuracy or suitability of any payment of taxes to any entity on your behalf (whether Buyer and/or Seller). If in using the Tixy Services you are trading as a business, you hereby indemnify and hold Tixy harmless against all liabilities, costs, interests and expenses (including reasonable legal fees) incurred by Tixy that arise out of any third party or governmental claim that involves, relates to or concerns any local, regional, national or international tax obligation or amounts due or owing under any tax regulation, order, law or decree or any dispute concerned the tax status of Tixy.
- **General Indemnity:** You agree to indemnify and hold Tixy and its parents and affiliated companies, suppliers, advertisers and sponsors, and each of their officers, directors, employees, agents, legal representatives and sub-contractors (the "Indemnified Parties") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable legal fees and costs) incurred by an Indemnified Party arising as a result of or in connection with your use of the Website, breach of this Agreement (including any misuse of the Tixy Services) and/or your violation of any law or the rights of a third party. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

DISCLAIMERS

- **Tixy Disclaimer:** Tixy disclaims any and all liability for the acts, omissions and conduct of any third-party users, Users, advertisers and/or sponsors on the Website, in connection with the Tixy Services or otherwise related to your use of the Website and/or the Tixy Services. Tixy is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Website. Without limiting the foregoing, you may report the misconduct of Users and/or third party advertisers, service and/or product providers referenced on or included in the Tixy solution. Tixy may investigate a claim and take appropriate action, in its sole discretion.

LIABILITY

- **Tixy Disclaimer:** Due to the nature of Tixy's business, and the fact that Tixy cannot control Users' acts or omissions, Tixy makes no warranty, and specifically disclaims all liability, in relation to any goods or services provided by Sellers.
- **Event Attendance:** Under no circumstances shall Tixy be liable for death or personal injury suffered by you or your guests arising out of attendance at an Event unless directly caused by Tixy's negligence. Neither shall Tixy be liable for any loss or damage sustained to your property or belongings or that of your guests attending an Event.
- **Tixy's Liability:** You agree that you have no claim against Tixy for the actions, whether negligent or intentional, of any other User of the Tixy Services (whether Buyers or Sellers), and in relation to any Listing, Event or Transaction, other than where Tixy is at fault. If a dispute arises between a Buyer and Seller, you release Tixy (and its affiliates, parent undertakings, subsidiaries and their respective officers, directors, employees, agents, legal representatives and sub-contractors) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, disclosed and undisclosed arising out of or in any way connected with such dispute.
- **Exclusion of Liability:** To the fullest extent permitted by local, national or international law, Tixy (and its affiliates, parent undertakings, subsidiaries and their respective officers, directors, employees, agents, legal representatives and sub-contractors) shall not be liable to you in contract or tort (including negligence) for any indirect, consequential losses or business losses such as loss of data, profits, revenue, goodwill, reputation, loss of enjoyment or opportunity, nor any exemplary, special or punitive damages which are not reasonably foreseeable, arising directly or indirectly from your access to and use of or inability to use the Tixy Services. Nothing in this Agreement shall limit or exclude Tixy's liability for fraud or fraudulent misrepresentation or for death or personal injury arising as a result of Tixy's negligence or for any other liability that cannot be limited or excluded by local, national or international law.
- **Liability Cap:** Without prejudice to the other provisions, if Tixy is found to be liable, Tixy's liability to you (other than liability that cannot be limited or excluded by virtue of applicable local, national or international law) is limited in aggregate to the Transaction Value in relation to the Transaction giving rise to any such liability.
- **Force Majeure:** Tixy will not be liable to you for failure to perform any of its obligations under this Agreement to the extent that the failure is

caused by reason of Force Majeure.

DISPUTE RESOLUTION

- If any dispute arises out of this Agreement or any Transaction pursuant to this Agreement, you should contact info@tixy.ng (or your assigned Project manager) who will try to resolve the matter as expediently as possible. Your complaint shall be acknowledged by Tixy as soon as possible.
- Tixy shall use reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement that is satisfactory to you and Tixy.

GENERAL

- Taxes: As a User of the Tixy Services, you agree that you are solely responsible for determining your applicable local tax reporting requirements in consultation with your tax advisors. Tixy cannot and does not offer tax-related advice to any Users. Additionally, please note that each Seller is responsible for determining local indirect taxes and for including any applicable taxes to be collected or obligations relating to applicable taxes in Listings. You are also responsible for paying any local or national governmental taxes imposed on your purchase from or use of the Tixy Services, including, but not limited to, sales, use, or value-added taxes (or local equivalent). To the extent Tixy is required to collect such taxes, the applicable tax will be added to your billing account and Tixy will issue a receipt on request from a Seller as required by law.
- Waiver: If Tixy delays or fails to enforce any of the provisions of this Agreement, it shall not mean that Tixy has waived the right to do so.
- Assignment: Tixy shall be entitled to assign its rights and obligations under this Agreement provided that your rights are not adversely affected.
- Severability: If it is found by a court that any provision of this Agreement for any reason is invalid or cannot be enforced, this shall not prevent the other provisions from continuing to remain in full force and operate separately.
- Illegality: If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.
- Entire Agreement: This Agreement and all documents incorporated into

this Agreement by reference constitutes the entire agreement between the parties in connection to its subject matter and supersedes any previous agreement, terms and conditions or arrangement between the parties, whether written or oral. Each of the parties agrees that it has not entered into this Agreement in reliance on, and shall have no remedy in respect of any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this paragraph shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

- **Notices:** A notice provided under this Agreement shall be delivered upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier; or (ii) at the time of transmission if delivered by email (and no error message is received in response).
- **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in all respects in accordance with the law of the country where the Event for which you are Purchasing Tickets is taking place, without regard to its conflict-of-law provisions, and the parties agree to submit to the non-exclusive jurisdiction of the courts of such country. Nothing in this Agreement restricts your right to bring a claim against Tixy in any court of your choice, whether in your country of residence, the country where an Event takes place or otherwise.

PRIVACY POLICY

As an open ticketing platform, Tixy hosts Event listings and sells tickets on behalf of companies or individuals. We refer to these individuals or companies who set up events on the Tixy platform as "Sellers". Events are created and administered by Sellers and Tixy hosts these events on our platform. In order to purchase a ticket for a Seller's event, you may need to create a Tixy account. If you have any questions about an event or a Seller's use of your data, please contact the Seller directly. Our Privacy Notice has been designed with you in mind. How the notice applies to you will depend on the way in which you interact with us. For example, if you:

- purchase a ticket from us, we will use the information you provide us to fulfil both our and the Seller's obligations to you in delivering that service, and, where permitted, keep you up to date about other events that may be of interest to you; and
- insights that may be gathered on similar industry trends that give you the

edge with attendee management.
Your choices and rights under each scenario are explained in more detail below.

What information we have and where we collect it from.

We collect and store different types of information about you when you create an account, buy tickets, contact us, and use our websites, apps and social media.

How we use your information.

We collect and use your information for lots of reasons such as helping you get into the events you love, sharing news, for marketing and as otherwise required by law.

Who we share information with.

We may share your information with Sellers - as well as other third parties associated with the service provided with your consent.

Your choices and rights.

Among other rights, you can choose whether to receive marketing from us. You also have the right to access the information we have about you.

How we look after your information.

We're always taking steps to make sure your information is protected and to delete it securely when we no longer need it. We only keep your information for as long as required to provide you with the services you request, for the purposes outlined in this policy and for any legal purposes for which we are obliged to keep the information. We will securely delete your information when it is no longer required for these purposes, in line with our company policies.

Tixy is in compliance with the General Data Protection Regulation (GDPR). Tixy

uses 128-bit encryption so your data is safe.

Questions and feedback.

If you have any questions or feedback about this notice, or how we handle your information, get in touch with us at info@tixy.ng.