

Terms and conditions for event goers - Pushpay Events

By accessing and using www.pushpayevents.com (“**Website**”) and the services offered on the Website (“**Services**”), all users (“**Users**”) accept and agree to be bound by the following terms and conditions (“**Terms**”):

Please note that these terms and conditions were last updated on 5 January 2016

1. **Use:** Users may only use the Website and Services in accordance with these Terms. All rights not expressly granted to Users in these Terms are reserved by Pushpay Inc. (“**Pushpay**”).
2. **Privacy Policy:** Our Privacy Policy applies to the handling, storage, and use of any personal information you submit to us and forms part of these Terms. You should read our [Privacy Policy](#) carefully.
3. **Responsibility:** Each User will be responsible for the activity that occurs through its use of the Website and Services. Pushpay disclaims any and all liability for the content, representations, statements, services, products or other information posted to the Website by Users. Pushpay further assumes no responsibility between event organizers, customers and attendees of events that are advertised through the Website (“**Events**”).
4. **Payment:** Prices for Events are stated in the preferred currency of the Event organizer (“**Organizer**”). Payments for events are processed through the Organizer's Pushpay merchant account. A User's credit card information will be held securely and used in accordance with the current [Pushpay Privacy Policy](#).
5. **Refunds:** The Organizer is responsible for setting the Event's refund policy and providing refunds. Pushpay is only ever responsible for providing refunds to Users:
 6. (a) as required by law; or
 7. (b) as it agrees with the Organizer in accordance its terms and conditions for Organizers.
8. If Pushpay is instructed by the Organizer to give a User a refund, Pushpay will refund the relevant amount onto the same payment card that was used by the User to make the Event purchase.
9. Pushpay will not otherwise be held liable in any way for refunds, errors in issuing refunds or lack of refunds in connection with the Services (other than in relation to its own negligence or default).
10. **Content uploaded:** Pushpay reserves the right to remove any content posted to the Website which it considers (in its absolute discretion) to be offensive, objectionable or otherwise unlawful.

11. **Provision of information:** Upon registering to use the Services, all Users agree to provide true, accurate, current and complete information about themselves as prompted by the Website (“Registration Information”), and to promptly notify Pushpay of any changes to their Registration Information in order to ensure that it remains true, accurate, current and complete.
12. **No malicious use:** Users may only access the Website and Services through the interface provided by Pushpay, and must not use the Website or Services for any malicious means, or abuse, harass, threaten, intimidate or impersonate any other User of the Website or Services.
13. **Age restrictions:** Certain Events may have a strict age restriction criteria. If a User does not meet the age restriction criteria for an Event, that User is ineligible to take advantage of Pushpay’s Services in relation to that Event.
14. **No illegal use:** No User may use the Website or Services for any unlawful purpose, or post any information that is in breach of any confidentiality obligation, copyright, trademark or other intellectual property or proprietary rights of any person.
15. **Intellectual property:** All Users agree that Users own no part of the intellectual property rights existing in the Website and Services; Pushpay claims no intellectual property rights in relation to the information or content uploaded onto the Website by Users. Certain aspects of the Website and Services are licensed from third-party suppliers of those Services ("**Third Party Technology**"); ownership of intellectual property rights any Third Party Technology used remains with the third party from which it is licensed.
16. **Indemnity:** Users are responsible for all activity resulting from their use of the Website and the Services. Each User indemnifies, and will keep indemnified, Pushpay against all forms of liability, actions, proceedings, demands, costs, charges and expenses which Pushpay may incur or be subject to or suffer as a result of the relevant User’s use of the Website and Services.
17. **Amendments:** Pushpay reserves the right to amend these Terms and the Services it provides at any time with or without notice to Users, and may also add new features that will be subject to the Terms. Any User who continues to use the Website or Services after any changes will be taken to have agreed to the changes. Users can always find the current version of the User Terms [here](#).
18. **Branding:** No User may publish or use Pushpay’s brand, branding or logos except with Pushpay’s prior written consent.
19. **Termination or suspension of accounts:** If a User does not abide by the Terms, Pushpay may terminate or suspend that User’s account and refuse to provide Services to that User for any reason and at any time.
20. **Technical support and malfunctions:** Pushpay will try to promptly address (during normal business hours) all technical issues that arise on the Website. However, Pushpay will not be liable for any loss suffered as a result of any partial or total breakdown of the Website or any technical malfunctions.

21. **No waiver:** If Pushpay does not insist that a User performs any of its obligations under these Terms, or if Pushpay does not immediately enforce its rights against a User, that will not mean that Pushpay has waived its rights against that User and will not mean that the User does not have to comply with those obligations.
22. **Severability:** Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
23. **Legal jurisdiction:** These Terms are governed by federal laws of United States of America and state laws of Washington.