

Terms and conditions for event organizers - Pushpay Events

The following terms and conditions ("**Terms**") govern the use of www.pushpayevents.com ("**Website**") by all event organizers ("**Organizers**") that register to use the services offered by Pushpay Inc. ("**Pushpay**"):

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

1. **Services:** Pushpay provides a simple yet effective means for Organizers to plan and promote their events and to process registrations to events from customers ("**Registrations**"), all through the Website (the "**Services**"). Organizers may only use the Services in accordance with these Terms. All rights not expressly granted to Organizers in these Terms are reserved by Pushpay.
2. **Using the Services:** In order to use the Services, Organizers must access the Website and upload the requisite information in relation to their event (as prompted by the Website). Once the event information has been posted, Pushpay will then process Registrations for customers on behalf of the Organizer and will promptly dispense confirmations to customers via email following their purchase.
3. **Fees:** Pushpay will charge Organizers fees in accordance with their Pushpay Investment Plan ("**Fees**"). Fees are exclusive of all taxes unless otherwise stated.
4. Fees include payment processing fees according to the payment method plus an additional service charge of US\$2 per attendee for tickets with a pre-sales-tax cost of more than US\$20. Tickets with a pre-sales-tax cost of less than US\$20 do not incur a service charge.
5. The Organizer authorises Pushpay to deduct its Fees from the monetary proceeds received from Registrations as such Registrations are processed via the Organizer's Pushpay merchant service account
6. **Processing refunds:** The Organizer is solely responsible for setting its event's refund policy. The Organizer is solely responsible for processing refunds in connection with its events when the Organizer chooses to use:
 - a. its own Pushpay merchant service account to process Registrations; or
 - b. a direct invoice option where the customer pays the Organizer directly for Registrations.
7. **Pushpay will not 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).

8. **Use generally:** The Organizer agrees to use the Services solely for its own business purposes and in accordance with these Terms and applicable laws (including the Unsolicited Electronic Messages Act 2007 and Privacy Act 1993).
9. **No malicious use:** All Organizers must use the Services solely through the interface provided by Pushpay, and must not use them for any malicious means, or abuse, harass, threaten, intimidate or impersonate any other user the Services.
10. **No illegal use:** Organizer's may not use the Services for any unlawful purpose, or post any information or event that is in breach of any confidentiality obligation, copyright, trademark or other intellectual property or proprietary rights of any person, or that is misleading or deceptive.
11. **Intellectual property:** All Organizers agree that Pushpay is the owner or, where relevant, licensor of all the intellectual property rights existing in the Website and Services. Any suggestions, ideas or feedback relating to the Services given by the Organizer, and any enhancements or modifications that Pushpay creates as a result, shall be owned solely by Pushpay. Pushpay does not claim ownership of any intellectual property rights in relation to the information or content that an Organizer uploads to the Website, however the Organizer grants us a royalty free licence to use, copy, distribute or disclose it for the purposes of operating the Website and the Services.
12. **Responsibility and indemnity:** As Pushpay is each Organizer's agent, the Organizer is responsible for any and all claims and liabilities involving or relating to any event or their use of the Website or Services. Each Organizer will indemnify and hold harmless 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 Organizer's event or their use of the Website or Services.
13. **Pushpay Liability:** To the maximum extent permitted by law, Pushpay shall not be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, consequential, special, exemplary or incidental damages, or for any lost profits, savings, revenue or data, legal fees or court costs in relation to any claim arising out of or in connection with these Terms, the Services, the Website or any services, features or content of the Website. If for any reason the foregoing limitation is not valid or enforceable, then Pushpay's maximum aggregate liability to the Organizer in respect of any single claim or series of related claims will be the lesser of US\$1,000 or the Fees paid in respect of the period of six months prior to the occurrence of the event or circumstance giving rise to the claim or series of related claims.
14. **Amendments:** Pushpay reserves the right to amend these Terms and the Services it provides at any time with or without notice to Organizers, and may also add new features that will be subject to the Terms. Any Organizer who continues to use the Website or Services after any changes will be taken to have agreed to the changes. Organizers can always find the current version of the Organizer Terms here.

15. **No waiver:** If Pushpay does not insist that an Organizer performs any of its obligations under these Terms, or if Pushpay does not immediately enforce its rights against an Organizer, that will not mean that Pushpay has waived its rights against that Organizer and will not mean that the Organizer does not have to comply with those obligations.
16. **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.
17. **Legal jurisdiction:** These Terms are governed by federal laws of United States of America and state laws of Washington.