

TERMS OF USE FOR CROWDTORCH TICKETING SOLUTION

Last Updated: February 16, 2016.

IMPORTANT NOTICE: PLEASE READ THROUGH THESE TERMS CAREFULLY. This document (these “Terms of Use” or “Terms”) sets forth terms and conditions under which Vendini Inc. (“CrowdTorch”) provides you (“Client”, “you”, “your”) a license to access and use CrowdTorch’s proprietary full-service ticketing solution (the “Ticketing Solution”) for the advertisement, promotion and sale of tickets to live events (the “Services”) through the www.crowdtorch.com, www.electrostub.com, www.laughstub.com or www.tunestub.com websites (including but not limited to all content and functionality available through the crowdtorch.com, electrostub.com, laughstub.com or tunestub.com domain names and any interfaces for mobile devices, each a “Marketing Portal,” and collectively the “Marketing Portals”) and/or through such other website or URL that you identify and CrowdTorch approves (the “Client Website”) for the sale of tickets to live events that you promote, run or otherwise sell tickets to (each an “Event,” and collectively the “Events”).

By executing an Order Form (as defined below) or by accessing the Services, you agree to comply with and to be bound by these Terms, including the policies and guidelines linked to (by way of the provided URLs) from these Terms. If you do not understand or agree with these Terms, please do not use the Services. CrowdTorch may amend these Terms at any time in its sole discretion, effective upon posting the amended Terms at the domain or subdomains of www.crowdtorch.com, www.electrostub.com, www.laughstub.com or www.tunestub.com where the prior version of the Terms was posted, or by communicating these changes through any written contact method we have established with you. You may not access the Services if you are a direct competitor of CrowdTorch, except with CrowdTorch’s prior written consent.

1.0 ORDER FORM

These Terms are incorporated by reference into each order form, partnership form, purchase order, service order, service questionnaire or other similar document (each “Order Form”), pursuant to which you receive the right to access and use the Services to sell tickets to the Events. If you complete the Order Form online by visiting a Marketing Portal and completing a service questionnaire about an Event (including pricing, location, inventory, etc.), you agree to the per-ticket fee listed on such Marketing Portal. These Terms and the Order Form together comprise a binding written agreement between you and CrowdTorch, effective as of the date of mutual acceptance of the Order Form by you and CrowdTorch (the “Agreement”). In the event of any conflict between the provisions contained in an Order Form and these Terms, the provisions in the Order Form shall control (provided however that the fact that a provision appears in an Order Form but not these Terms, or in these Terms but not the applicable Order Form, shall not be deemed to be a conflict for purposes of this sentence).

2.0 SERVICES AND RESPONSIBILITIES

CrowdTorch warrants it will ensure the Services are provided in accordance with the Order Form and otherwise in accordance with this Agreement so as to conform in all material respects with related product documentation provided to you by CrowdTorch. Features include access to the Ticketing Solution dashboard to view and manage Events (including to track traffic and sales), maintenance and support.

2.2 Service Fees

CrowdTorch will collect a per-ticket fee (the “Service Fee”) for each ticket sold using the Services. For the sake of clarity, CrowdTorch will collect Service Fees for all tickets processed through the Services, which may also include where the ticket price is listed as \$0 to ticket purchasers or where the tickets are printed through the Services for resale. The Service Fees collected for each Service provided by CrowdTorch will be as specified in your Order Form, or at CrowdTorch’s then-current standard rates if your Order Form does not specify Service Fees for a particular Service. The current standard rates are:

Ticket Type	Service Fee
Online tickets through Client Website	\$1.50 + 2.5%
Client-entered Phone tickets	\$1.50 + 2.5%
Walk-up tickets	\$0.50 + 0.0%
Online tickets through Marketing Portals	\$1.50 + 6.0%

Unless otherwise specified on your Order Form, CrowdTorch will apply a credit card charge for credit card processing of: (a) three percent (3%) for Order Forms executed prior to June 1, 2015; and (b) three and one-half percent (3.5%) for Order Forms executed on or after June 1, 2015. As applicable, the credit card charge will be retained by you for use of your merchant account in accordance with Section 6.2, or by CrowdTorch for use of the CrowdTorch merchant account in accordance with Section 6.3.

Unless otherwise specified on your Order Form or agreed to in writing by CrowdTorch, the fees charged to ticket purchasers will be the Service Fees (in addition to the ticket face value) plus the credit card charge.

2.3 Refunds

You will have the ability, through the Services (or by request to CrowdTorch), to issue refunds both on a per-ticket purchaser basis and to all ticket purchasers for an Event (e.g., where an Event is canceled). Refunds you issue through the Services may include, at your discretion, a refund of any Service Fees paid by ticket purchasers, and CrowdTorch will have the right to charge you such refunded Service Fees as compensation for work performed on all tickets sold and refunded. For the sake of clarity, CrowdTorch will have the right to charge you the per-ticket Service Fees as compensation for work performed on any tickets sold and refunded in accordance with these Terms.

2.4 CrowdTorch Warranty of Title and Indemnification

CrowdTorch represents and warrants to you that CrowdTorch is the owner of the Ticketing Solution being provided to you or otherwise has the right to grant to you the rights and licenses set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, CrowdTorch shall, at its option, either: (i) procure, at CrowdTorch's expense, the right for you to use the Ticketing Solution; (ii) replace the Ticketing Solution or any part thereof that is in breach with a Ticketing Solution of comparable functionality that does not cause any breach; or (iii) refund to you the full amount of any fees paid by you to CrowdTorch.

CrowdTorch will defend you against any claim or lawsuit by a third party (a "Claim") against you to the extent such claim alleges that the Ticketing Solution, used in accordance with the terms of this Agreement, infringe any patent, copyright or trademark, or misappropriates a trade secret of a third party, and will indemnify you for all damages finally awarded against you by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by CrowdTorch, arising out of such Claim. Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under this Agreement, CrowdTorch will have no defense or indemnification obligation or other liability for any Claim arising from: (i) use of the Ticketing Solution other than in accordance with this Agreement; (ii) modification of the Ticketing Solution except by CrowdTorch; (iii) the combination of the Ticketing Solution with any materials contributed by you or any third parties if the Ticketing Solution would not directly infringe without such combination; (iv) any third party products, services, hardware, software or other materials; or (v) any obligation by you to defend or indemnify CrowdTorch. The indemnification set forth in this paragraph is CrowdTorch's entire liability, and your sole and exclusive remedy, for any Claim.

2.5 Account Access

To use some of the features of the Services, You may be required to create an account and provide information about Events, lineup, artists and venue (an "Account"). You agree to: (i) provide accurate, current and complete information as prompted by the registration from; and (ii) maintain and update the information to keep it accurate, current and complete.

As part of the registration process, you may be asked to select a username and password. CrowdTorch may refuse to grant a username if it determines, in its sole discretion, that such username (i) impersonates someone else, (ii) is or may be illegal, (iii) is or may be protected by trademark or other proprietary rights law, (iv) is vulgar or otherwise offensive, or (v) may cause confusion. You are responsible for maintaining the confidentiality of your Account password. CrowdTorch is not liable for any harm caused or related to the theft or misappropriation of a username or password, disclosure of a username or password, or your authorization of anyone to use your username or password. You agree to notify CrowdTorch immediately of any unauthorized use of your Account. If you have reason to believe that your Account is no longer secure, you must promptly change your password and immediately notify CrowdTorch of the problem.

2.6 Ticket Allocations and Event Restrictions

You are solely responsible for accurately maintaining the number of tickets available for sale through the Services. CrowdTorch will not be responsible in any way for over-selling Events (e.g., selling tickets in excess of the venue's capacity or in excess of the number of tickets you intended to allocate to the Ticketing Solution). You agree to reimburse CrowdTorch for any and all costs, expenses and losses incurred by CrowdTorch due to over-selling Events, and CrowdTorch will be entitled to deduct such amounts from any payments due to you.

When submitting an Event to the Services, it is your responsibility to provide any restrictions associated with such Event. Events that require a restriction for admission, including, but not limited to, age, school or organization affiliation, or other characteristics, must be clearly stated by you upon submission to the Services. It is your responsibility to ensure that the restrictions are lawful and does not violate any federal, state, or local laws prior to submitting the Event to the Services.

2.7 Your Responsibilities

Where applicable, you agree to: (i) provide accurate, current and complete information about all past, present, and future Events, lineups, and artists; (b) maintain and update venue information to keep it accurate, current, and complete; (c) post material suitable for viewing by users eighteen (18) and over; (d) allow CrowdTorch the explicit right to use your copyrights, trademarks, service marks, trade names, logos, and other intellectual and propriety rights for the purpose of providing the Services and promoting your business anywhere on the Marketing Portals CrowdTorch deems appropriate and in all CrowdTorch created media, including social media networks (such as Facebook, Twitter, and YouTube) and all content and functionality available through the crowdtorch.com, electrostub.com, laughstub.com, or tunestub.com domain names; (e) allow CrowdTorch to sell tickets to Events held at your venue(s) or any other venue(s) or location(s) at which you conduct an Event; (f) refrain from engaging in any conduct that would unfairly prevent any person who purchased tickets to an Event from a Marketing Portal or through the Services from attending the Event for which he or she purchased tickets, and agree to treat such individual in the same manner as if he or she purchased tickets directly from you; (g) refrain from engaging in any conduct that would harm, infringe, destroy, or otherwise negatively affect CrowdTorch's relationship with its users including individuals who purchase tickets to Events; (h) accept CrowdTorch's roster of individuals who purchased a ticket to Events and provide those individuals with access to Events; (i) allow CrowdTorch to place information about Events anywhere on the Marketing Portals it deems appropriate; (j) update and keep accurate any payment information necessary for CrowdTorch to provide you with compensation for Event ticket sales; and (k) allow information about Events to be embedded by other users on other websites. You acknowledge that your provision of any untrue, inaccurate, non-current or incomplete information is a material breach of this Agreement.

2.8 Content

You acknowledge that you are solely responsible for the usefulness and adequacy of all data, materials and content you provide for the Services or for use on the Marketing Portal (the “Content”). You represent and warrant that the Content is accurate and current, and that provision and/or use of the Content hereunder does not violate or infringe the intellectual property, privacy or publicity rights of any third party, and that all placements of Content has been approved for CrowdTorch’s use. You shall defend, indemnify and hold CrowdTorch harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by CrowdTorch or which are agreed by CrowdTorch to be paid by way of settlement or compromise, arising out of any breach of the foregoing representation and warranty or any violation of applicable law by you. You shall not be entitled to settle or compromise any such claim made against CrowdTorch without CrowdTorch’s prior written consent, such consent not to be unreasonably withheld. You grant CrowdTorch a limited, non-exclusive right to use the Content (including copyright, trademark, patent, publicity or other rights) for CrowdTorch to operate the Services. You shall have exclusive control of the Content which relates to the live event, venue or artist, including but not limited to any pictures and programs. CrowdTorch shall cooperate with you to ensure that the Content is accurate.

2.9 Your Interactions with Ticket Purchasers

You retain sole responsibility for your interactions with ticket purchasers, including without limitation for all services you provides to ticket purchasers and at Events. You shall defend, indemnify and hold CrowdTorch harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by CrowdTorch or which are agreed by CrowdTorch to be paid by way of settlement or compromise, arising out of any of your interactions with ticket purchasers.

2.10 Business Practices and Authorization

You represent and warrant that you will: (a) conduct business in a manner that reflects favorably on CrowdTorch and its good name, good will, and reputation; (b) avoid deceptive, misleading, or unethical practices that are or might be detrimental to CrowdTorch or the public; (c) make no false or misleading representations, warranties or guarantees with regard to CrowdTorch or its Services; and (d) not represent that you are acting as an agent of or otherwise on behalf of CrowdTorch.

You represent and warrant that: (a) you have the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform your obligations under this Agreement; and (b) your execution, delivery and performance of this Agreement will not violate, conflict with, or require additional consent under any applicable law or contractual arrangement that you are a party to. You shall defend, indemnify and hold CrowdTorch harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by CrowdTorch or which are agreed by CrowdTorch to be paid by way of settlement or compromise, arising out of any breach of the foregoing representations and warranties.

3.0 TERM AND TERMINATION

3.1 Term

The term of this Agreement (“Term”) shall be the period set forth on the Order Form. The Order Form will renew at the end of its Term for another Term equal to the length of the Term specified in the Order Form, unless you provide timely notice of nonrenewal as specified in the applicable Order Form.

3.2 Termination

Except as otherwise specified on the Order Form or other document provided to you by CrowdTorch, this Section 3.2 (Termination) provides the entirety of each party’s termination rights under the Agreement. Either party may terminate an Order Form if: (i) the other party breaches any material term or condition and fails to cure within thirty (30) days written

notice; or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership. You acknowledge that CrowdTorch incurs substantial setup and provisioning costs in good faith reliance on your usage of the Services in such volume as to generate fees exceeding CrowdTorch's setup and provisioning costs. Therefore, you agree CrowdTorch may terminate an Order Form at any time by providing you with at least thirty (30) days prior written notice of termination if your usage of the Services, in accordance with the terms of the Agreement, does not generate fees exceeding CrowdTorch's setup and provisioning costs.

Upon termination of the Agreement, all of your rights to access and use the Services will terminate, and you will promptly (i) return to CrowdTorch any and all equipment provided by CrowdTorch under the Agreement and (ii) delete or otherwise remove any and all files relating to the Services from your computers and storage devices. In the event that any Events available on the Services have not occurred as of the effective date of termination and such Events will occur within sixty (60) days after the effective date of termination (the "Upcoming Events"), then the Agreement will remain in effect until all such Upcoming Events have occurred (provided the Agreement was not terminated for your material breach by CrowdTorch), or until you notify CrowdTorch in writing that you have made alternative ticketing arrangements for all such Upcoming Events. You will be responsible for making alternative ticketing arrangements for any Events that will not occur within sixty (60) days after the effective date of termination.

4.0 OPTIONAL PREMIUM SERVICES; EQUIPMENT; ADDITIONAL SERVICES

4.1 Optional Premium Services

CrowdTorch provides the following optional premium services when specified on an Order Form.

4.1.1 Designing and Programming of Custom Website:

If specified on the Order Form, CrowdTorch will create a custom CrowdTorch website with a content management system to allow updates without programming ("Custom Website"). CrowdTorch will collaborate with you to schedule delivery dates for you to provide Custom Website design and details. CrowdTorch is not responsible for delays resulting from any failure by you to comply with the agreed upon delivery dates. CrowdTorch will spend up to twenty (20) hours creating the Custom Website, during which CrowdTorch will: (i) request a website design questionnaire from you; (ii) provide mockups of a web design based upon your requests; and (iii) do up to 4 rounds of revisions on design based on your feedback. CrowdTorch reserves the right to determine that a Custom Website will require more than twenty (20) hours of work to create, and you will be notified and charged \$150 per hour fee for the additional time to be spent creating the Custom Website. CrowdTorch will program and will host the Custom Website, as well as provide email hosting, and setup, and technical maintenance and support for Custom Website.

4.1.2 Booking Calendar:

The booking calendar allows you to track bookings, holds, contracts, and talent communications on a booking calendar platform. It also allows you to easily: (i) put Events on sale from a hold; (ii) confirm acts; (iii) manage contracts, riders, technical advances and other documents for an Event; and (iv) allow multiple bookers and employees to manage notes and information about an Event.

4.1.3 Email Blast Software:

The email blast software is a full service product with top of the industry deliverability and analytics that eases your ability to communicate with customers. It allows you to: (i) use customer database tools to create groups of customers to send emails; (ii) use template tools to create a custom look and feel; and (iii) track bounces, open rates, clicks, and more through the dashboard.

4.1.4 Branded Emails and Tickets with Ad Space:

If specified on the Order Form, CrowdTorch will design branded emails and tickets to be emailed to your customers with every purchase. Your brand will be front and center, thus keeping the brand in all ticketholders' minds. Further, you will have an easy upload system that allows the placement of two (2) ad units on every print-at-home ticket. You may use the space to promote future shows, holiday party bookings, gift cards, drink specials, or you may even sell the ad space.

4.1.5 Donations and Merchandise:

Unless otherwise specified on your Order Form, CrowdTorch shall charge a fee, at CrowdTorch's then-current standard rates, if you chose to have your customers make donations or purchase merchandise through the Services. As current standard rates, CrowdTorch charges two percent (2%) for donations and five percent (5%) for merchandise. Credit card charges shall also apply for usage of the CrowdTorch Merchant Account. CrowdTorch does not provide fulfillment services for merchandise.

4.2 Equipment

ANY EQUIPMENT PROVIDED BY CROWDTORCH IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CROWDTORCH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO DESCRIPTION, OR FITNESS FOR A PARTICULAR PURPOSE.

During the Term, you may request, and CrowdTorch may provide to you, the equipment below for use with the Services. Equipment is available on a purchase, lease or rental basis. All leased or rented equipment must be returned to CrowdTorch within thirty (30) days of the expiration of such lease or rent or will become subject to additional fees. Please contact your account manager for details. During the Term, CrowdTorch will provide support for equipment and associated software. You must immediately report any damage, loss or unauthorized use of any equipment to CrowdTorch, and CrowdTorch is not responsible for replacing or supporting any equipment due to any damage beyond normal wear and tear. If any equipment is lost, stolen, damaged or otherwise returned in a condition that is not comparable to the condition it was received in, you will be responsible for the cost of the missing or damaged items. CrowdTorch reserves the right to cancel any provision of equipment to you if you fail to pay fees due under the Agreement.

Equipment	Replacement Fee
Scanners	\$900
Epson Printers	\$400
Boca Printers	\$1400
Credit Card Swipers	\$50
Laptops	\$600

4.3 Additional Services

If you require or desire any development, support or consulting services related to the Services but not otherwise included under the Agreement (the "Additional Services"), you may provide CrowdTorch with a written request for the desired Additional Services. Should CrowdTorch determine in its sole discretion to provide such Additional Services to you, you and CrowdTorch will negotiate in good faith regarding a written statement of work setting forth the Additional Services to be provided and the applicable fees and expenses for such Additional Services (the "Statement of Work"). If no Statement of Work has been signed within thirty (30) days after receipt by CrowdTorch of your written request for Additional Services, neither party shall be obligated to continue such negotiations, and CrowdTorch will have no obligation to provide the Additional Services. In addition, unless CrowdTorch expressly agrees otherwise in writing, all Additional Services will be

provided on a time-and-materials basis at CrowdTorch's then-current hourly rates. The hourly rates for CrowdTorch personnel are available to you upon request. Upon execution of each Statement of Work, such Statement of Work will be sequentially numbered, dated, and incorporated into the Agreement as an attachment.

5.0 LICENSE GRANT

5.1 License

Subject to your acceptance and continuing adherence to these Terms, CrowdTorch grants you a non-exclusive and non-transferable license to access use the Services during the Term solely for the purpose of selling tickets to Events. Except for the foregoing license, no other rights to any component of the Services are granted hereunder.

5.2 No Title

This license confers no title or ownership in the Services or any component thereof. Notwithstanding any provision to the contrary in this Agreement, you expressly acknowledge and agree that nothing in this Agreement or in the course of the Agreement shall operate in any way whatsoever to transfer any intellectual property rights between you and CrowdTorch.

5.3 No De-compilation; No Source Code

You may not copy or modify the Services, reverse engineer it or disassemble/de-compile the Services. You will not receive or have access or license to any source code for the Services.

6.0 PRICING AND PAYMENT

6.1 Price and Payment

You agree to pay the Service Fees and other charges as stated herein or on the Order Form. All invoices are due net thirty (30) days from invoice date. You are responsible for all taxes, charges or duties including, without limitation, sales, use, value added, royalty or withholding taxes imposed by a federal, state, provincial, local or other government entity on Services provided under the Agreement, excluding taxes based on CrowdTorch's net income. You may choose to use either CrowdTorch's merchant account or your own merchant account, subject to the applicable terms in Section 6.2 or Section 6.3 below, and your execution of a merchant account addendum or such other document as CrowdTorch may provide for use of a merchant account. All sales through CrowdTorch's Marketing Portals will utilize the CrowdTorch merchant account.

You are solely responsible for providing and maintaining accurate address and other contact information as well as payment information. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from any payment due to you or invoiced to you. CrowdTorch may change its pricing and/or payment structure at any time. If you dispute any payment or any invoice, you must notify CrowdTorch in writing within thirty (30) days of any such payment or invoice; failure to so notify CrowdTorch shall result in the waiver by you of any claim relating to any such disputed payment or invoice. Payments and invoices shall be calculated solely based on records maintained by CrowdTorch. No other measurements or statistics of any kind shall be accepted by CrowdTorch or have any effect under the Agreement.

6.2 Terms applicable only to usage of your merchant account

Where you are using your own online merchant account (and not the CrowdTorch merchant account), you will use one of CrowdTorch's approved online payment gateway solutions (the "Gateway"), and will notify CrowdTorch promptly following execution of the Agreement of the Gateway that you have elected to use. For your online merchant account, you may

choose any reputable merchant account provider, and agree to notify CrowdTorch of your selected merchant account provider as soon as possible after execution of the Agreement. You agree to provide CrowdTorch with all Gateway account and merchant account information as is necessary for CrowdTorch's provision of the Services. You will be responsible for all bank fees and charges associated with all ticket purchases, including any Chargebacks (as defined below) or refunds. You will be responsible for collecting payment from ticket purchasers buying tickets to Events using the Customer Website and in-house sales, such as phone orders and walkups using credit cards or cash. If applicable, CrowdTorch will be responsible for collecting payment from ticket purchasers buying tickets to Events using the Marketing Portals, and all such payments will utilize the CrowdTorch merchant account. CrowdTorch will invoice you on a monthly basis for the fees due to CrowdTorch. All invoices will be due and payable upon receipt by you, and you will begin to incur late fees (equal to the lesser of 1.5% per month or the maximum allowable by law) for any invoice that is not paid in full within thirty (30) days after the date of invoice. In addition to any other remedies CrowdTorch may have under the Agreement, you agree: (a) CrowdTorch may modify your account to use CrowdTorch's merchant account (and not your merchant account) in the event your unpaid and reasonably undisputed invoices exceed \$10,000 and are outstanding more than ninety (90) days; and (b) CrowdTorch shall then have the right to offset such unpaid and reasonably undisputed invoices from the payments due to you.

6.3 Terms applicable only to use of the CrowdTorch merchant account

If you elect to use the CrowdTorch merchant account (and not your merchant account), CrowdTorch will be responsible for collecting payments from all ticket purchasers using the Client Website, the Marketing Portals, and in-house credit card sales such as phone orders and walkups using credit cards. Unless otherwise specified on your Order Form, CrowdTorch will apply a three and one-half percent (3.5%) credit card charge for credit card processing through the CrowdTorch merchant account. You will remain responsible for collecting in-house cash sales.

You will receive payment related to the number of valid tickets sold using the Services. Unless otherwise agreed to by you and CrowdTorch in writing (including by e-mail), payments will be sent by CrowdTorch within ten (10) business days after the end of the calendar week (Monday through Sunday) in which the Events occurs if you earned a balance of \$50 or more. Payments will be rolled over into the following ten (10) business days pay period if the \$50 threshold is missed. However, all payments will be distributed within the ten (10) business days at the end of the month even if the \$50 threshold limit is not reached. In the event the Agreement is terminated, CrowdTorch shall pay your earned balance to you within approximately thirty (30) days after the end of the calendar week in which the Agreement is terminated. In no event however shall CrowdTorch make payments for any earned balance less than \$1.00.

Notwithstanding the foregoing, CrowdTorch shall not be liable for any payment based on: (i) tickets for which an inaccurate or invalid credit card number, bank account, or any other form of payment is used which results in CrowdTorch being unable to collect payment for the purchase of the ticket; (ii) Events that were cancelled; (iii) any breach of the Agreement by you. CrowdTorch reserves the right to withhold payment or charge your account due to any breach of the Agreement by you, pending CrowdTorch's reasonable investigation of the breach. You are responsible for any Chargebacks that CrowdTorch receives from its merchant bank in connection with your Events. CrowdTorch reserves the right to deduct Chargebacks from payments to you or to charge the Chargebacks to you for up to eighteen (18) months after the date of an event. For purposes of this Agreement, Chargeback shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transaction, returned tickets for cancelled Events, etc.). CrowdTorch may charge you a fee per Chargeback of up to \$25 to cover the cost in processing and responding to incoming Chargebacks or cardholder disputes.

No payment is due to you for ticket sales to an Event until the Event occurs. CrowdTorch may retain up to ten percent (10%) of the total payment due to you under this Agreement for a period of up to forty-five (45) days after an Event to cover any costs related to Chargebacks, refunds, or any loss or damage to equipment. The retained sums, except for amounts at risk due to initiated Chargebacks, will be released to you after forty-five (45) days. The amounts at risk, except for sums paid due to lost Chargebacks, will be released to you after ninety (90) days. In the unlikely event any retained amount is

insufficient to cover Chargebacks, refunds and loss to equipment, you agree to pay to CrowdTorch the difference within thirty (30) days after the date of invoice. CrowdTorch reserves the right to demand that you use your own online merchant account if your Chargebackrate exceeds two and one-half percent (2.5%) or if your Events otherwise experience excessive fraudulent payments.

6.3.1 Advances:

For the sake of clarity, no payment is due to you for ticket sales to an Event until the Event occurs. Notwithstanding the foregoing, CrowdTorch may, on a case-by-case basis in its sole and absolute discretion, advance payments to you of amounts that may reasonably become due to you for ticket sales to an Event under these Terms (an "Advance"), subject to your execution of an advance acknowledgement notice or such other document as CrowdTorch may provide for an Advance. CrowdTorch may demand that you return any Advances (or any portion thereof) for an Event which is later cancelled, or for any other reasonable reason (in CrowdTorch's sole and absolute discretion), and you will thereupon promptly (but in no event later than five (5) business days thereafter) return any such Advance (or any portion thereof). CrowdTorch may also subtract any Advances (or any portion thereof) from any future payments due to you under these Terms.

7.0 PRIVACY

7.1 Confidentiality

Each party shall maintain the confidentiality of all information and data of the other and its affiliates, that is marked as confidential or which ought reasonably to be regarded as confidential, that it collects, receives or processes in connection with this Agreement and shall not directly or indirectly copy, release, disclose, divulge or permit access to any such confidential information without the prior written consent of the other party. The restrictions in this Section 7.1 (Confidentiality) do not apply to any information which: (i) at the time of disclosure or thereafter is generally available to and known by the public or any third party (other than as a result of an unauthorized disclosure directly or indirectly by the non-disclosing party), (ii) was or becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party, (iii) has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement. The terms and conditions of any order for CrowdTorch products or services shall be deemed the Confidential Information of both you and CrowdTorch.

Notwithstanding the foregoing, all Content posted to the Services will be treated as non-confidential and non-proprietary. In these Terms, post means the provision of information to the Services through features of the Services that are used to make information available to other members of the public (e.g., event and venue location and basic information, etc.).

7.2 Privacy Policy and Laws

Any information collected by CrowdTorch will be treated in the manner described in CrowdTorch's Privacy Policy, located at <http://www.crowdtorch.com/privacy-policy.shtml> and incorporated into these Terms by reference, and in accordance with all applicable data privacy laws and regulations (collectively, the "Data Privacy Policy and Rules"). Both you and CrowdTorch will comply in all material respects with the Data Privacy Policy and Rules, and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same. Without limiting the generality of the foregoing, you agree to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder. Information that is posted to the Services shall not be subject to the Privacy Policy and may be publicly displayed and disclosed and otherwise used by CrowdTorch or any third party in any way.

7.3 Sensitive Personal Information; Payment Card Data

Notwithstanding any provision to the contrary in this Agreement, you acknowledge and agree that use of the Services to transmit, process or store Sensitive Personal Information (as defined below) is unnecessary for use of the Services and therefore you will be solely responsible for any such use of the Services by you or your employees, agents, subcontractors or clients, and CrowdTorch shall bear no risk or liability for same. "Sensitive Personal Information" shall be defined as (a) social security numbers; (b) passport numbers or other government issued id numbers, date of birth and/or gender, except solely to the extent required by applicable regulations of the Department of Homeland Security or other government regulatory body; (c) health or medical information (other than food allergies or medical contact information); (d) financial account information (other than payment card information entered securely using CrowdTorch's online payments module); and (e) other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, email address, and phone number).

Provided payment card information is entered into, and only entered into, the data fields expressly designated for such purpose in CrowdTorch's online payments module, CrowdTorch shall establish and maintain safeguards against the destruction, loss or alteration of such payment card data by implementing the information security controls as set out in the then current version of the Payment Card Industry Data Security Standard. In the event that payment card data is entered into in any field other than the data fields expressly designated for such purpose in CrowdTorch's online payments module, then such payment card data is not secure and CrowdTorch shall have no liability for any use or misuse of such payment card data.

8.0 THIRD-PARTY LINKS AND CONTENT

The Marketing Portals may contain links to third-party websites that are not owned or controlled by CrowdTorch. CrowdTorch has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third party websites. In addition, CrowdTorch will not and cannot censor or edit the content of any third-party site. CrowdTorch shall have no liability from use of any third-party website.

You acknowledge and agrees that any third-party data, content, materials or software ("Third-party Content") which may be published on the Marketing Portals or otherwise made available through the Marketing Portals may be subject to third party licenses, that such licenses may be altered or revoked at any time by the applicable third party licensor, and that removal or alteration of Third-party Content shall not constitute a breach of these Terms.

9.0 GENERAL TERMS

9.1 Warranties

EXCEPT FOR THE WARRANTIES AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES AND THE MARKETING PORTALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CROWDTORCH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE. CROWDTORCH DOES NOT REPRESENT OR WARRANT BUT WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SERVICES AND MARKETING PORTALS ARE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS USED FOR THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9.2 Limitation of Liability

CROWDTORCH'S LIABILITY TO YOU, YOUR AFFILIATES, REGISTERED AGENTS, ASSIGNEES, OR ANY THIRD PARTY CLAIMS, FOR CLAIMS SEEKING INDEMNITY, OR FOR ANY RECOVERABLE LOSSES, DAMAGES, OR LITIGATION AND ATTORNEY'S FEES OR COSTS ARISING WITH RESPECT TO THE SERVICES, THE MARKETING PORTALS OR THESE TERMS SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO

EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE TOTAL SERVICE FEES ACTUALLY COLLECTED UNDER THESE TERMS WITHIN THE PAST TWELVE (12) MONTHS OF THE TERM. IF NO FEE IS PAID TO CROWDTORCH, CROWDTORCH DOES NOT RETAIN ANY LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT BE LIABLE OR INDEMNIFY THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SITE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CROWDTORCH BE LIABLE OR INDEMNIFY YOU FOR: (i) ANY DAMAGES CAUSED BY YOUR FAILURE TO PERFORM YOUR RESPONSIBILITIES; OR (ii) ANY CLAIMS OR DEMANDS OF THIRD PARTIES EXCEPT AS EXPRESSLY STATED IN THESE TERMS.

THESE LIMITATIONS OF LIABILITY WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SET FORTH IN THE AGREEMENT.

9.3 Governing Law

All matters with respect to the Services, the Marketing Portals, and these Terms will be governed by the laws of the Commonwealth of Virginia, United States of America, without regard to any conflict of law principles. All parties agree to the sole and exclusive venue of the state and federal courts encompassing Arlington, Virginia for all matters arising with respect to same, and waive their right to a jury trial. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply hereunder.

9.4 Notices

Any notice pursuant to these Terms shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) when transmitted if sent by a confirmed facsimile; or (iv) when transmitted via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under these Terms.

9.5 Entire Agreement

This Agreement supersedes any prior agreement or understanding between the parties whether oral or written, and no party has relied on any representation that is not expressly set forth in this Agreement. Any additional or conflicting terms contained in any purchase order, proposal or other document provided by you shall be deemed to be rejected by CrowdTorch without need of further notice of objection, even if such document is acknowledged or accepted by CrowdTorch, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon CrowdTorch. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.

9.6 Force Majeure

CrowdTorch will not be in default or otherwise liable for any delay in or failure of its performance under these Terms if such delay or failure arises by any reason beyond its reasonable control, including any act of God, criminal acts, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or

communications, or any act or failure to act by you, your employees, agents, or contractors. The parties will promptly inform and consult with each other as to any of the above causes that, in their judgment, may or could be the cause of a substantial delay in the performance of this Agreement. CrowdTorch is not liable for excusable delay.

9.7 Legal Fees

The prevailing party in any legal action to enforce or interpret these Terms or the Agreement shall be entitled to recover reasonable attorney's fees.

9.8 Offset

Notwithstanding anything to the contrary in these Terms, and without prejudice to any other right or remedy it has or may have, CrowdTorch may, without notice to you, offset or recoup any liability it owes to you against any liability for which CrowdTorch determines in good faith you are liable to CrowdTorch for.

9.9 Assignment

Except for assignment to a party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, CrowdTorch may subcontract the provision of Services in whole or in part to a CrowdTorch affiliate. These Terms will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9.10 Customer Lists

You agree that CrowdTorch may use such your organization's name and logo, and may use images that are posted on the Marketing Portals to identify you as a customer of CrowdTorch on CrowdTorch's websites, in investor documents (whether or not filed with the Securities and Exchange Commission), and as part of a list of CrowdTorch's customers for use and reference in CrowdTorch's corporate and marketing literature.

9.11 International Processing Office Locations

TM Procure CA, Inc. – 1 Germain Street, Suite 1500, Saint John, New Brunswick, E2I4V1, Canada
CT Procure IRE, Ltd. – 29 Earlsfort Terrace, Dublin, 2, Ireland