

YourKind

YOURKIND PTY LTD ABN 31 663 959 448

**TICKET SALE
TERMS OF SERVICE**

INTRODUCTION

The Company provides the ability through its YourKind Platform for Sellers to sell tickets to events they organise. Use of the ticketing feature is subject to these Ticket Sale Terms of Service and the Platform Terms of Service.

DEFINITIONS

The following terms are used regularly throughout these Terms of Service and have a particular meaning:

- (a) **ABN** means Australia Business Number.
- (b) **Account** means a registered account within the Platform.
- (c) **Admin** means an authorised representative of the Creator, whom has been given administrative permissions over the Creator's Community.
- (d) **Buyer** means the individual or entity that purchases Tickets via the Ticket Feature.
- (e) **Platform Terms of Service** means the terms and conditions of using the Platform, as updated from time-to-time, which can be found at <https://www.yourkind.io/terms>.
- (f) **Company** means YourKind Pty Ltd ABN 31 663 959 448.
- (g) **Community** means a dedicated group within the Platform for Users to interact in relation to a certain activity or interest. References to a 'Brand' or 'Organisation' across the platform have the same meaning as a Community.
- (h) **Event** means an event ticketed through the Platform created by a Seller or one of their Admins.
- (i) **Event Listing** means a listing page for an Event offering Tickets for attendance (whether for sale or free).
- (j) **Fee** means a fee charged by the Company for use of the Ticket Feature.
- (k) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (l) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (m) **Payment Gateway** means Stripe (or such other payment system the Company may adopt within the Ticket Feature from time-to-time).
- (n) **Platform** means the "YourKind Platform" digital platform developed by the Company and accessible from mobile application marketplaces and YourKind's Site, from time-to-time.
- (o) **Privacy Act** means the *Privacy Act 1988* (Cth).

- (p) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, which can be found at <https://www.yourkind.io/policies>.
- (q) **Tickets** means a ticket to an Event made available for sale via the Ticket Feature by Sellers or Admins.
- (r) **Sale Amount** means the amount payable by the Buyer to purchase Tickets, as set by the Seller or their Admin, and notified to the Buyer via the Platform.
- (s) **Sale** means a sale of Tickets to the Buyer from the Seller that occurs via the Platform.
- (t) **Sale Fee** means the fee payable by the Seller on each Sale made via the Ticket Feature calculated as a percentage of the Sale Amount and/or a dollar value, as advertised on the Site and/or within the Ticket Feature from time-to-time.
- (u) **Seller** means the Creator of a Community where Events are created to sell Tickets.
- (v) **Site** means yourkind.io, yourkindofapp.com, yko.events, yko.link, and any other URL where the Company advertises the Platform from time-to-time.
- (w) **Stripe** means the cloud payments platform accessible at <https://www.stripe.com/>.
- (x) **Stripe Connected Account Agreement** means the legal terms and conditions governing the use of Stripe Connect to be agreed directly with Stripe which includes the Stripe Terms of Service and can be found at <https://stripe.com/en-au/legal/connect-account> (as updated from time-to-time).
- (y) **Stripe KYC Onboarding** means the standard onboarding process required to successfully set up a Stripe Connect account, as managed independently by Stripe.
- (z) **Stripe Privacy Policy** means Stripe's privacy policy found at <https://stripe.com/privacy> (as updated from time-to-time).
- (aa) **Stripe Terms of Service** means the terms and conditions of using Stripe and found at <https://stripe.com/legal/ssa> (as updated from time-to-time).
- (bb) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (cc) **Ticket Feature** means the ticket-sale feature developed by the Company and accessible as part of the Platform.
- (dd) **Ticket Sale Terms of Service** means these terms and conditions of using the Ticket Feature, as updated from time-to-time, which can be found at the Site.
- (ee) **User** means any registered user of the Platform.

1 USING THE TICKET FEATURE

1.1 General

- (a) To use the Ticket Feature, the Seller must have an Account and accept and abide by these Ticket Sale Terms of Service and the Platform Terms of Service.
- (b) The licence granted under these Ticket Sale Terms of Service shall be ongoing until terminated in accordance with the terms of these Terms of Service.

- (c) The Seller agrees that all use of the Ticket Feature is subject to these Ticket Sale Terms of Service and must immediately cease to use the Ticket Feature if the Seller can no longer agree or adhere to these Terms of Service.
- (d) The Company may suspend an Account or restrict the access of any Seller or Admin that breaches these Terms of Service.
- (e) Sellers and Admins under 18 years of age must not engage with or use the Ticket Feature to sell Tickets. By accepting these Terms of Service, the Seller represents to the Company that they are 18 years of age and above.
- (f) The Seller is responsible for the actions of their Community's Admins, and at all times must ensure their Admins are aware of and agree to these Terms of Service.
- (g) To the extent that these Ticket Sale Terms of Service conflict or are inconsistent with any provisions of the Platform Terms of Service, the terms of these Ticket Sale Terms of Service shall prevail to the extent of such conflict or inconsistency.
- (h) The Platform Terms of Service apply to all use of the Platform including the Ticket Feature and Sales.

1.2 Relationship

- (a) The Seller appoints the Company as its agent with respect to all Sales.
- (b) The Seller agrees that all Sale Amounts are deemed inclusive of GST when expressed on the Platform in an Event Listing.
- (c) Where the Seller is registered for GST, the Seller shall ensure that each Buyer receives a Tax Invoice with respect to any Sale.
- (d) The Seller authorises the Company to issue a Tax Invoice on its behalf to any Buyer if the Seller does not do so.
- (e) The Seller indemnifies the Company with respect to:
 - i Any GST or other tax levied upon the Company with respect to any Sale facilitated by the Company; and
 - ii Any claim made by a Buyer with respect to any Sale, Event or Ticket(s), including any refunds.
- (f) The Company's role with respect to any Sale is limited to providing the digital platform to facilitate the Sale between the Seller and the Buyer as independent contracting parties who are directly responsible to each other with respect to the Sale.
- (g) For the avoidance of doubt, the Company is not responsible for, and not liable to the Buyer with respect to any Tickets that are sold by the Seller via the Ticket Feature.
- (h) For the avoidance of doubt, the Company is not responsible for, and not liable to the Seller with respect to any actions taken by Admins on the Seller's behalf.

1.3 Tickets

- (a) The Seller or Admins may make Tickets available for sale by creating an Event, subject to each of the following conditions being met:
 - i Having a valid Account set up; and
 - ii The Seller having the ability to enter the Stripe Connected Account Agreement and complete the Stripe KYC Onboarding (as per clause 1.4).
- (b) Subject to event editing restrictions imposed by the Company, the Seller and their Admins shall have control over Events they promote on the Platform and must ensure that all information is complete and correct especially the description of the Tickets being sold and what is included with the Ticket.
- (c) Once an Event is successfully created, the Seller and Admins will be provided with the Event Link which they may share with potential customers in their discretion to promote Tickets (which may include via the Platform).
- (d) By offering Tickets via the Ticket Feature, the Seller warrants to the Company that they are fully authorised and legally entitled to sell the Tickets and promote the Event, and doing so will not break any laws or infringe the Intellectual Property rights of a third party in any way.
- (e) The Seller is solely responsible for ensuring that it has all necessary qualifications, accreditations, licences, permits, or other credentials necessary to sell the Tickets for as long as they are offered for sale on the Ticket Feature.
- (f) The Company accepts no responsibility for any interaction between the Seller and Buyers, whether that interaction occurs via the Ticket Feature or not.
- (g) The Seller agrees that they are responsible for providing the purchased Tickets to the Buyer in the manner advertised and dealing with any customer support enquiries including any refund requests.

1.4 Stripe Connect Setup

- (a) The Seller must complete Stripe KYC Onboarding to be able to withdraw the proceeds from their Ticket Sales via the Ticket Feature.
- (b) The Seller acknowledges and accepts that:
 - i Stripe KYC Onboarding is managed Independently by Stripe without involvement of the Company and the Company is not privy to documentation shared with Stripe as part of this process; and
 - ii They must agree to the Stripe Connected Account Agreement as a condition to using Stripe Connect which shall form a direct contractual relationship with Stripe.
- (c) Payment processing services for sellers on the Ticket Feature are provided by Stripe and are subject to the Stripe Connected Account Agreement. By agreeing to these Terms of Service or continuing to operate an Account utilising the Ticket Feature, the Seller agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of the Ticket Feature enabling payment processing services through Stripe, the Seller agrees to provide the Company with accurate and complete information about them and

their business and authorise the Company to share it and transaction information related to your use of the payment processing services provided by Stripe.

- (d) The Company is not responsible for the performance and availability of the Payment Gateway as a third-party dependency as per clause 1.4.
- (e) If the Seller is unable to complete the Stripe KYC Onboarding process within six (6) months of the date their first Event takes place, their funds will be forfeited and will vest with the Company.

1.5 Sales

- (a) The Seller and Admins may set the price, quantity and terms for Tickets in its discretion via the Event Listing.
- (b) All payments by Buyers of the Sale Amount will be managed via the Payment Gateway.
- (c) Where a Sale occurs, the Community utilised by the Seller to sell Tickets will be credited with the Sale Amount, less the applicable Sale Fee and any transaction costs charged by the Payment Gateway.
- (d) The Company will at their discretion periodically payout the Seller to their nominated bank account as provided during Stripe KYC Onboarding, at any time.

1.6 Buyer Data

- (a) The utilisation of data collected by the Company on Buyers when purchasing tickets is outlined in the Company's Privacy Policy.
- (b) Relevant information collected on Buyers when purchasing Tickets will be made available to the Seller and Admins on the YourKind Platform.
- (c) The Company is not responsible if Buyer information is periodically unavailable.

2 FEES, PAYMENTS, AND REFUNDS

2.1 Sale Fee

- (a) The primary Fee is the Sale Fee which shall be deducted by the Company automatically at the point of Sale via the Payment Gateway.
- (b) The Seller accepts that the Sale Fee is valid consideration for the Company facilitating the transaction via the Ticket Feature.
- (c) In the event that the Seller decides to refund a Buyer, the Company is not liable to refund the Sale Fee to the Buyer.

2.2 Variations

- (a) The Company reserves the right to introduce or change any Fees from time-to-time by giving the Seller written notice. Any new or changed Fees will apply at the next transaction after the Seller has been given such notice.
- (b) If a Seller does not accept a change to any Fees, then they can simply terminate their Account and stop using the Ticket Feature.

2.3 Currency

All Fees are payable in Australian dollars however transactions may be processed in an equivalent foreign currency (such as US dollars).

2.4 GST

For Sellers in Australia, GST is applicable to any Fees charged by the Company to the Seller. Unless expressed otherwise, all Fees shall be deemed inclusive of GST. The Company will provide the Seller with a Tax Invoice for any payments.

2.5 Refunds

No refunds of Fees are offered other than as required by law.

END TERMS OF SERVICE