

Eventbuzz – Seller Agreement

1. Definitions

The following definitions apply in these Seller Agreement:

- **Nuvo Innovative Solutions Ltd**, the entity that offers its ticket sale service under the name “Eventbuzz”, hereinafter referred to as Eventbuzz and established at Israel under number 514334515.
- **Client**: the organizer who acts in the exercise of a profession or company for organizing events.
- **Ticket service platform**: the SaaS application developed by Eventbuzz where the User can buy Ticket(s) from Eventbuzz as broker of the Client, including web and mobile apps.
- **Agreement**: the agreement concluded between the Client and Eventbuzz with respect to the use of the Ticket service platform.
- **Ticket(s)**: the entry ticket for an event organized by or on behalf of the Client that is sold by Eventbuzz to the User via the Ticket service platform.
- **User**: the natural person and/or legal entity which uses the Ticket service platform to buy Ticket(s) from Eventbuzz for an event organized by or on behalf of the Client.
- **Services**: refers to the functionality of the Software, the Site, support and customization of the Software and other services provided by Eventbuzz.

2. Applicability of the Seller Agreement

2.1 Accepting an offer from Eventbuzz entails that you accept these Seller Agreement.

2.2 The terms and conditions of the Client as well as the terms and conditions of the holders of the location of an event can be applicable on this Agreement. In case of conflict between the provisions from the various terms and conditions and these Seller Agreement, the provisions from these Seller Agreement will prevail.

2.3 Deviating from the provisions in these Seller Agreement is only possible in writing, in which case the other provisions remain in full force.

2.4 These Seller Agreement also apply on the execution of agreements with Eventbuzz where third parties must be involved by or on behalf of Eventbuzz.

3. Pre-contractual stage

3.1 All quotations issued by Eventbuzz or any offer made otherwise will be valid for a period of maximum 30 days. After expiry of this period the counterparty can invoke the quotation (offer). Eventbuzz cannot be bound to its quotation (offer) by the counterparty if it is apparent or should have been apparent to this party that the quotation or offer made in its entirety or on a part thereof contains an obvious mistake or error.

4. Ticket service platform

4.1 The Ticket service platform ensures that Ticket(s) for an event organized by the Client are offered by Eventbuzz to Users via the Ticket service platform. In addition, the Ticket service platform ensures that by-products can be offered to Users. When a User buys a ticket via the Ticket service platform of the Client, a remote agreement is concluded between the User and Eventbuzz. There is no direct contractual relationship between the User and the Client. The Client will organize the event for his account and risk.

4.2 Eventbuzz provides the Ticket service platform as SaaS service to the Client and the User. The Client is not allowed to let third parties use the services provided by Eventbuzz.

4.3 Eventbuzz grants the Client access to the use of the Ticket service platform if and insofar as this is necessary for the compliance with the obligations included in the Agreement.

4.4 The Ticket Service platform is - partly with a view to maximizing Tickets to be sold - managed and maintained by Eventbuzz at the expense of Eventbuzz and, where necessary, repaired in accordance with the requirements of good workmanship.

4.5 If applicable Eventbuzz provides, on its own accord and if reasonably possible under applicability of these Seller Agreement, new versions of the Ticket service platform to the Client.

4.6 The Ticket(s) are bought and sold via the Ticket service platform where the User acts as buyer and Eventbuzz as seller of the Ticket(s).

5. Payments for tickets

5.1 All payments by the User in connection with the sale of Tickets via the Ticket service platform – based on an authorization thereto from the Client to Eventbuzz as a result of concluding an Agreement – are made to an Eventbuzz's bank account.

5.2 The payments made by the Users and received by Eventbuzz on the account as referred to in article 5.1 are – with deduction of the fee agreed with the Client as referred to in article 6 of these Seller Agreement – transferred by Eventbuzz to the client upon a withdrawal request made by the client, only after the event has successfully took place and only after Eventbuzz has received the payment from the payment processor, to a bank account to be specified by the Client.

5.3 The Client guarantees towards Eventbuzz that the General Ticket Terms and Conditions Eventbuzz are accepted by the User.

5.4 Ticket cancellation – Eventbuzz is subject to the laws and regulation regarding purchase cancellation, and the user has the right to request to cancel a purchase and receive a refund subject to relevant laws and regulations, and the client approves such refunds.

6. Rates and payment

6.1 Eventbuzz charges the following costs to the Client:

a) costs of the Ticket sold via the Ticket service platform are charged as agreed in the quotation. The costs depend, among other things, on the service level chosen by the Client. Default costs and commissions are displayed and described on the platform and may change from time to time.

The default fee for a payed event is 7%, including the payment processing fee and VAT.

Free ticket fee - The fee for a free ticket is 2 NIS including VAT.

Withdrawal fee - The cost per a Withdrawal of fund to a bank account in Israel is dependent of the currency and varies from 10 NIS for NIS transfer or 15 USD + 0.15% of the transferred amount. The Withdrawal fee is deducted from the Withdrawal amount.

b) costs for any additional services.

6.2 The rates for additional services are determined further with the Client in the Agreement.

6.3 Rates include VAT only with regard to the fee per Ticket as referred to in article 6.1 sub b of these Seller Agreement and do not include VAT with regard to the use of, for example, hardware and other services of Eventbuzz, as well as any additional costs, even if these are unforeseen costs.

6.4 Eventbuzz has the right – if there is reason thereto – to adjust the rates interim. The Client declares in advance to agree with a reasonable adjustment.

6.6 Payment of the rates charged by Eventbuzz to the Client is made in the way as referred to in article 5.2 of these Seller Agreement. In case full or partial settlement is not possible,

Eventbuzz will inform the Client about this. The Client is then obliged to immediately pay the outstanding rate amount.

6.7 Charged rates are explicitly due if the Client, for whatever reason, decides to fully or partially refund the costs of the entry ticket to the User.

6.8 Eventbuzz reserves the right to create tickets free of charge for the relevant event to check the activities, provided that the maximum number of sold tickets are not exceeded with this. An absolute maximum of 2 (in words: two) tickets per event is applicable for this.

7. Reporting

7.1 Eventbuzz will Display information and insight regarding the Tickets sales via Eventbuzz website

8. Privacy and personal data

8.1 Because this is necessary for the execution of the Agreement, the Client will Inform Eventbuzz how the Client will fulfil his obligations based on the General Data Protection Regulation (hereinafter: "**GDPR**").

8.2 The Client indemnifies Eventbuzz against claims of persons whose personal data is registered or processed in the context of the person registration that is kept by the Client or for which the Client, based on the GDPR, is otherwise the controller, unless the Client proves that the facts on which the claim is based are attributable to Eventbuzz.

8.3 With respect to processing personal data both the Client as Eventbuzz is individual controller, the personal data is processed both inside the own organization as by processors, the Users are the data subjects, all this as stipulated in the GDPR.

8.4 The responsibility for the personal data that is processed by the Client with the use of the Ticket service platform, with the execution of the Agreement or another service of Eventbuzz, lies fully with the Client. The Client guarantees towards Eventbuzz that the content, the use and/or processing of the personal data is not unlawful and does not violate any right of a third party. The Client indemnifies Eventbuzz against any legal claim of a third party, for whatever reason, in connection with this personal data or the execution of the Agreement.

8.5 Eventbuzz processes personal data in accordance with the Eventbuzz Privacy policy which can be consulted on Eventbuzz.io website.

9. Providing (company) data

9.1 The Client undertakes to immediately provide Eventbuzz with all information that Eventbuzz considers necessary for the optimal functioning of the Ticket service Platform in a manner to be indicated by Eventbuzz.

10. Intellectual property

10.1 Both Eventbuzz as the Client reserve all rights of intellectual property on the works that they put in and/or are used and/or are provided in the context of the execution of the Agreement. Unless otherwise explicitly agreed in writing between the parties, there will be no transfer of intellectual property based on these Seller Agreement or pursuant to the Agreement.

11. Indemnification

11.1 The Client indemnifies Eventbuzz against all claims of third parties due to damage as a result of the Client providing incorrect or incomplete information.

11.2 The Client indemnifies Eventbuzz, at the first request, if Eventbuzz is held liable, in whatever way, by or on behalf of the User, in connection with the content and/or the proper or improper execution of an event. For example, in case of cancellations, as well as the associated communication of the Client to the User, or any other possible form of failure and/or unlawful actions of the Client towards the User.

11.3 Eventbuzz has the right to recover all costs it has made in and out of court in connection with the legal and/or financial disputes arisen between the User and the Client, from the Client.

12. Liability

Eventbuzz cannot guarantee or warrant that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We will undertake and implement all reasonable measures to maintain the security and integrity of the Data

provided by Users. Eventbuzz cannot and does not guarantee the 100% uptime for its Services.

Services may be down (i) for scheduled maintenance, (ii) force majeure events, (iii) for specific Users because of the account suspension or termination, (iv) internet problems outside of the Eventbuzz area of influence, (v) bugs in code, hardware or Services without commercially know fix.

12.1 Parties are only liable to the extent as this appears from the Agreement or from these Seller Agreement.

12.2 Liability of Eventbuzz due to an accountable failure in the compliance with the Agreement only arises if the Client gives Eventbuzz a written notice of default as soon as possible, in which a reasonable period is stated to resolve this failure and if Eventbuzz also remains to fail to comply with its obligations after this period. All this does not affect the rights of the Client pursuant to article 13.1.

12.3 The total liability of Eventbuzz due to an accountable failure in the compliance with the Agreement, the use of the Ticket service platform or for whatever legal ground, explicitly including any failure in the compliance with a guarantee obligation agreed with the Client, is limited to compensation of direct damage to the maximum amount of the price stipulated for the Agreement. In no event shall the total liability of Eventbuzz for direct damage, on any legal basis, exceed € 5,000.

12.4 Eventbuzz is not liable for damage of the Client, in whatever shape or form, due to refunds and/or complaints – for whatever reason – of Users. The direct or indirect damage as a result of this is borne by the Client. Eventbuzz has the right to settle refunds and/or complaints with the Client with other current payments of Users via Eventbuzz.

12.5 Eventbuzz is only liable towards the Client for damage or loss as a result of non, late or improper compliance with the Agreement and/or other contractual obligations, insofar as this damage is caused by intent, conscious recklessness or gross negligence of Eventbuzz or third parties engaged by Eventbuzz.

12.6 Eventbuzz is not liable for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to company stagnation, damage as a result of claims of Users against the Client.

12.7 Eventbuzz is not liable for damage that is the direct or indirect result of malfunctions or maintenance of the computers or (electronic) systems or mobile equipment it uses.

12.8 Eventbuzz is not liable for damage that is the direct or indirect results of Ticket (s) falsified by Users or third parties or any other type of misuse or unlawful use of Tickets by Users or third parties.

12.9 The liability restrictions referred to in these Seller Agreement are also stipulated on behalf of third parties engaged by Eventbuzz, that can therefore appeal to this liability restriction.

12.10 The condition for being entitled to any damage compensation is always that the Client must report the damage to the supplier in writing, as soon as possible after this has occurred. Any claim for damage compensation against Eventbuzz expires by the mere lapse of twenty-four months after the claim arises, unless the Client has initiated a legal claim for damage compensation before this period expires.

13. Termination

Termination is possible if:

- one of the parties is declared bankrupt, has been granted suspension of payment, is dissolved or liquidated, the business operations are cancelled or transferred abroad, or the creditors have been offered a private agreement or another way of remediation of debts is effected.
- one of the parties, after written notice of default by registered post, remains in default for more than seven days to comply with its obligations from the Agreement;
- the Client uses the Ticket service platform for another purpose than for which Eventbuzz has provided the Ticket service to the Client in accordance with the agreements made;
- the Client, himself or with the help of third parties, tries, in whatever way, to implement changes to the Ticket service platform;
- the Ticket service platform is directly or indirectly used by the Client to conclude agreements with Users that due to their content or scope are in breach with the law, good ethics or public order, or agreements that due to the content or scope qualify as offensive or fraudulent, which, by exclusion, to be assessed by Eventbuzz.

14. Force majeure

14.1 In a Force majeure situation, which means that there is non-compliance of one of the parties which cannot be attributed to this party, because it is not due to the fault of that party, nor by law, legal act or general acceptance is this for its account and the period of force

majeure continues for more than 14 days, both parties have the right to dissolve the agreement, without there being any obligation to pay damage compensation.

14.2 Parties agree that there is in any case force majeure as referred to in article 14.1 in the following cases:

- in the event of failure or delay in performance - other than as a result of intent or deliberate recklessness on the part of Eventbuzz – due to destruction, in whatever way, of servers, back-ups and other equipment used by Eventbuzz, as well as malfunctions in telephone and internet traffic;
- in the event of failure or delay in performance on the side of Eventbuzz as a result of sabotage - with or without terrorist intent – of third parties, including actions of so-called 'hackers' and/or 'crackers'.

15. ACCEPTABLE USE POLICY

15.1 You agree that you will not misuse our Platform. A misuse constitutes any use, access or interference with the Platform contrary to Terms, Privacy Policy and applicable laws and regulations. We can, in our sole discretion, suspend or terminate access to all or parts of the Platform to any User, without prior notice or need to deliberate on reasons for such measure. We reserve the right to deny Services to anyone at any time. During your use

of our Platform, you will not behave contrary to the Terms, Policies, applicable laws and regulations, and you will especially not, without limitation, do any of the following:

(i) send or otherwise post unauthorized commercial communications (such as spam) through the Platform;

(ii) access the Platform using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;

(iii) upload viruses or other malicious code;

(iv) bully, intimidate, or harass any other User;

(v) post or transmit content which is illegal, hateful, obscene, threatening, incites violence, insulting, defamatory, infringing of intellectual property rights, invasive of privacy, or contains graphic or gratuitous violence or is otherwise objectionable to third parties;

(vi) harass, threaten, embarrass or cause distress or discomfort upon another individual

or entity or impersonate any other person or entity or otherwise restricting or inhibiting any other person from using or enjoying the Platform;

(vii) take any action creating a disproportionately large usage load on our Platform unless expressly permitted by Eventbuzz;

(viii) post or transmit content that is misleading.

(ix) communicate any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or otherwise infringes or violates someone else's rights;

(x) encourage participation in or promote any contents, pyramid schemes, surveys, chain letters or spamming, or unsolicited emailing through the Platform;

(xi) post or transmit hyperlinks to other websites that violate these Terms;

(xii) facilitate or encourage any violation of these Terms.

15.2 If for any reason, your account, or any part thereof, is suspended, banned, restricted, blocked, terminated or otherwise disabled by Eventbuzz, you agree to abide by such decision.

You may not create another account with the intent to bypass these limitations or attempt to circumvent any limitation imposed on your account without our permission. Any effort to evade these limitations may result in the termination of all current and future accounts you register.

16 Choice of forum

16.1 The legal relationship between the Client and Eventbuzz is subject to Israeli law. The Court of Tel-Aviv has exclusive jurisdiction to hear all disputes between the Client and Eventbuzz, with the understanding that Eventbuzz remains entitled to sue the Client in court before a judge who would have jurisdiction of disputes between the Client and Eventbuzz without the above choice of forum.