

## Marketplace Policy - Content and Event Marketplace User Agreement

Last Updated: September 25, 2024 ("Effective Date")

We are a "Content" and event marketplace that allows registered users to buy (in this capacity, "**Buyer**") and sell (in this capacity, "**Seller**") certain Content or access to view such Content that may be event-based on a live pay-per-view basis. Content is defined as audio, visual, audiovisual materials and live events that can be streamed live or delayed through video-on-demand and viewed through the Service. The Seller (and not us) sets the prices for the Content. As a marketplace, we may not own the Content sold on the Service (as defined in the Terms of Service).

While we may help facilitate the resolution of disputes between Buyer and Seller we have no control over and do not guarantee the existence, quality, safety or legality of the Content; the truth or accuracy of the user's content or listings; the ability of Sellers to sell contents or Buyers to pay for them; or that a Buyer or Seller will complete a transaction.

### Your Account

In order to list, sell or purchase Content you must register an account ("**Account**") with us and agree to accept the terms in this User Agreement. You must be at least 18 years old and must be able to enter into legally binding contracts. If you are registering with us for a business entity, you represent that you have the authority to legally bind that entity.

When opening a Creator Account with Identifi you must provide complete and accurate information including but not limited to your full name, address, phone number, email address and provide us with a valid credit card or debit card or bank account ("Payment Method"). If your registration or payment information changes at any time, you must promptly update your details in your Account. You acknowledge that we may charge any one of your payment methods on file for amounts you owe us, costs we incur or other losses arising out of your violation of this Agreement.

We reserve the right to temporarily or permanently suspend Accounts with incomplete or inaccurate information.

You are solely responsible for maintaining the confidentiality of your Account information and password. You are solely responsible for any activity relating to your Account. Your Account is not transferable to another party.

### Fees and Other Charges

We may charge fees for selling and/or buying Contents through our Site and/or otherwise using our Services, as well as processing, delivery or fulfillment fees (collectively referred to as "**Service Fees**"). Service Fees may vary depending on event type, Content type and location. We may in our sole and absolute discretion change our Service Fees at any time, including after you list your Contents. Any applicable Service Fees including any taxes if applicable will be disclosed to you prior to listing or buying a Content. We may charge and/or retain Service Fees if you do not fulfill your contractual obligations under this User Agreement.

If you as a Seller do not fulfill your contractual obligations under this User Agreement and the Seller Policies, you shall be solely responsible and liable for all proceeds collected through the Service, and we may charge you certain fees and/or costs.

We may collect amounts owed using a collection agency or other collection mechanism and you may be charged fees associated with collecting the delinquent payments. We, or the collection agency we retain, may also report information about your account to credit bureaus, and as a result, defaults in your account may be reflected in your credit report. If you wish to dispute the information we reported to a credit bureau, please contact us. If you wish to dispute the information a collection agency reported, contact the collection agency directly.

## **Selling Content**

You must comply with all applicable laws and regulations and the terms of this User Agreement and Terms of Service when listing, selling and delivering your Content.

When listing a Content you must set a price for which you are willing to sell your Content ("**Sales Price**"). You may modify (e.g. raise or lower the Sales Price) or delete your listing at any time until the Content or access rights to any Content offering have sold.

By listing a Content for sale, you are making a binding offer to sell that Content to a Buyer who purchases the Content at the Sales Price. When a Buyer accepts your offer by purchasing your Content through our Site, you are contractually bound to deliver that exact Content for Sales Price and within the required delivery timeframe. You are obligated to monitor your offerings and ensure all listings and subscription programs are accurate. Under no circumstances may Sellers cancel orders at one price and repost the same contents for a higher price. Failure to fulfill your orders will lead to charges as stated in this User Agreement.

We do not guarantee that your Content or any offerings on the Service will sell or that your listing will appear on the Service within a certain time after it is posted or in a particular order on any web or mobile page or through search results. We will not, for any reason, provide compensation for Content that does not sell, even if it is due to Service unavailability from an outage or maintenance or listing delays.

## **Taxes**

You as a Seller are responsible for determining whether any taxes are due on your sale of a Content, and for collecting and remitting such taxes, except where we are required by law to calculate, collect, and remit sales tax on those sales. You agree to provide us with your Social Security Number or other tax identification number if necessary for us to provide (without notice to You) information to the relevant tax authorities related to payments you receive from us and further authorize us to release that information to the relevant tax authorities. The Service Fees include any applicable sales, use, excise, value added, service and other indirect taxes.

You agree that we are not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on your behalf, except where we are required by law to calculate, collect, and remit sales tax on your sales. You shall indemnify and hold us and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by us that arise out of any third party or governmental claim that involves, relates to or concerns (i) any local, regional, country, or international tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning our tax status.

## **Buying Content**

You are responsible for reading the complete listing and evaluating Content before making a commitment to buy Content. When placing an order, you are entering into a **binding contract** with the Seller to purchase that Content or rights to access certain Content on terms and conditions. Additional terms communicated to you by the Seller may apply. Payment is remitted to Identifi and disbursed to the seller according to our User Agreement. **All Sales are final. You cannot change or cancel any orders after the sale is complete.**

## **Payments**

Payments received from Buyers for Content purchased via the Service are processed by us on behalf of the Seller and credited to the Seller in accordance with this User Agreement. Seller appoints us as its limited payment collection agent solely for the purpose of accepting funds from Buyers on behalf of Seller. Seller agrees that any payment made by Buyer to us shall be considered the same as a payment made directly to Seller, and Seller will make the Content available to Buyer in the agreed-upon manner as if Seller had received the payment directly from Buyer. Except as otherwise specified, Seller understands that our obligation to pay Seller is subject to and conditional upon successful receipt of the associated payments from Buyer. Except as otherwise specified, we guarantee payments to Seller only for such amounts that have been successfully received by us from Buyer after deduction of any applicable chargebacks, disputes or uncollectible amounts. In accepting appointment as the limited payment collection agent of seller, we assume no liability for any acts or omissions of the Seller.

Payments from Buyers are due and payable immediately. A Buyer can pay the full order amount which includes any applicable Service Fees using one of the accepted payment methods.

A Buyer's obligation to pay for Content is satisfied when we have received the Payment in full.

## **Event Cancellations, Postponement and Other Event Changes**

**Cancellation:** If an event is canceled and not rescheduled, we will remove the event and any listings related to the event from our Site and inform both Buyer and Seller about the cancellation with further instructions. If the Seller requires the Seller's Content(s) back to obtain a refund of the original purchase price from the promoter or organizer, the Seller must contact Identifi Customer Support immediately after the cancellation. The Buyer will receive a full refund or credit for use on a future purchase, as determined in our sole discretion (unless a refund is required by law) and the Seller will not be paid. If the Seller has already been paid, the payment for the sale may be recovered by charging the Seller's Payment Method or by setting off this amount against pending payments for other Content or sales the Seller has completed or will sell in the future.

**Postponement:** If an event is postponed, we will work with Buyers and Sellers on a case-by-case basis attempting to resolve any Content issues. Sellers are prohibited from reselling, invalidating or changing Content or offerings for postponed events. Refunds will not be issued for postponed events, unless they are ultimately canceled as stated above.

**Other event changes:** We are not responsible for partial performances, venue, line-up or time changes. No refunds will be issued in these instances.

## **International Transactions**

Many of our Services are accessible to international Sellers and Buyers. We may offer certain programs, tools, and site experiences of particular interest to international Sellers and Buyers, and offer all sales in the currency of US Dollars.

Sellers and Buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and delivery of Content. If you are a consumer seller and do not wish your Content listing to be visible internationally or have limited territorial rights to distribute certain Content, you will need to remove any applicable listing from our Service.

To assist users who speak different languages, you authorize us to translate (or use tools to translate) your content related to your Content listing, in whole or in part, into local languages where such translation solutions are available. The accuracy and availability of any translation are not guaranteed.

In order to promote Content listings and increase their exposure to potential Buyers, listings may also be displayed on our other Sites or third-party websites and mobile application and within emails and onsite advertisements.