



EVENT ORGANIZER TERMS AND CONDITIONS

Last updated on August 5, 2022

PLEASE READ THESE EVENT ORGANIZER TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE ANY SOCIALPASS SERVICES BECAUSE THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS INCLUDING, WITHOUT LIMITATION, WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, AND YOUR INDEMNITY TO US. THESE EVENT ORGANIZER TERMS AND CONDITIONS ALSO REQUIRE THAT YOU USE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS, JURY TRIALS, OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

These Event Organizer Terms and Conditions (the "**Terms**") govern use of the Services to create, organize, promote, register, ticket, and gate Events for Participants. These Terms are a legally binding agreement between you (referred to herein as "**you**," "**your**" and "**Organizer**") and SPTech Group, Inc. ("**SocialPass**," "**we**," and "**us**"), a Delaware corporation with offices located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. By clicking to accept these Terms or using any Services, you agree to these Terms and our Privacy Policy without modification and enter into a binding contract with SocialPass, which will be applicable when and if you access or use the Services to create, organize, promote, register, ticket, or gate an Event. If you do not agree with these Terms or the Privacy Policy, you must not access or use the Services. These Terms are in addition to, and do not replace, the Terms of Use which govern the use of the SocialPass website and use of the Services by Participants in Events. SocialPass and Organizer may be referred to collectively as the "**Parties**" or individually as a "**Party**."

The Services are offered and available to users who are 18 years of age or older. By accessing or using the Services, you represent and warrant that you are at least 18 years of age and are otherwise legally competent to enter into these Terms. If you are less than 18 years old or are otherwise not legally competent to enter into these Terms, you must not access or use the Services, regardless of any consent from your parent or guardian. SocialPass does not knowingly collect information from or direct any content to children under the age of 18. If we learn or have reason to suspect that you are under the age of 18, we will unfortunately have to stop providing Services to you and terminate your account. Other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection in your country, you may not use the Services.

If the Services will be used on behalf of a business entity (such as on behalf of your employer), then you agree to these Terms on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you," "your," and "Organizer" will refer to that entity as well as yourself.

We may revise and update these Terms from time to time in our sole discretion. If we make material modifications to these Terms, we will attempt to notify you, such as by email or by posting a notice on the Services. Unless we state otherwise, if you continue to use the Services after such notification, these Terms as modified will apply to you. If you do not agree with any modification to these Terms, your sole and exclusive remedy will be to discontinue use of the Services.

1. Interpretation and Certain Definitions.

(a) The words “include,” “includes,” and “including” are not limiting and are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and words denoting any gender include all genders.

(b) **"Aggregated Statistics"** means data and information related to use of the Services by Organizer and Participant that is used by SocialPass in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) **"Authorized User"** means Organizer's employees, consultants, contractors, and agents who are authorized by Organizer to access and use the Services under the rights granted to Organizer under these Terms.

(d) **"Organizer Content"** means, other than Aggregated Statistics, trademarks, trade names, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organizer or an Authorized User through the Services.

(e) **"Documentation"** means SocialPass's user manuals relating to the Services available at <https://socialpass.gitbook.io/socialpass/>.

(f) **"Events"** are physical and virtual events (including for entertainment, educational, charitable, and other purposes), marketing and promotional campaigns, and other instances where NFT token-gating is used to authenticate and authorize entry or participation by Participants.

(g) **"NFT"** means a blockchain-tracked, non-fungible token.

(h) **"Participant"** means any person or entity that views, receives an invite to, otherwise obtains information on your Event, any person or entity that downloads or otherwise receives a SocialPass ticket to your Event, and any person or entity that attends or otherwise participates in the Event.

(i) **"Services"** means the SocialPass software-as-a-service for creating, organizing, promoting, registering, ticketing, and token-gating Events.

(j) **"SocialPass IP"** means the Services, the Documentation, and any and all intellectual property provided to Organizer or any Authorized User in connection with the foregoing. For the avoidance of doubt, SocialPass IP includes Aggregated Statistics and any information, data, or other content derived from SocialPass's monitoring of Organizer's access to or use of the Services, but does not include Organizer Content.

(k) **"Third-Party Products"** means any third-party products or services that offered or provided in connection with or incorporated into the Services.

(l) **"Wallet"** means a digital wallet provided and maintained by a third-party wallet operator (e.g., Metamask), which allows the holder or an authorized user of the wallet to send, receive, and store cryptocurrencies and other blockchain-based assets such as NFTs.

2. Account Registration and Electronic Communications. By registering an account for the Services, you represent and warrant that all account information you submit is your own information and is truthful and accurate. You understand and agree that SocialPass may immediately suspend or terminate your account if we have any reason to believe that you have misrepresented or provided false account information to us. It is your responsibility to keep your account information accurate and current. As the account holder, you are responsible for safeguarding your account login information (username and password), and you should notify us immediately in the event your account login is lost, stolen, or used by another without your permission. You are responsible for all activities on your account, including those of any other user you allow to access your account, and any misconduct by you or any such user may result in immediate suspension or termination of your account in our discretion. By registering an account on the Services, you consent to receiving electronic communications from us that are related to your use of the Services. These electronic communications may include emails and notifications posted to your account on the Services. You agree that all agreements, terms, notices, disclosures, and other communications that we provide to you electronically via email or posted notifications satisfy any legal requirement that the same be in writing. If you use the Services on a mobile device, or if you send or receive electronic communications to or from us on a mobile device, your wireless carrier may impose data or other charges, and you understand and agree that you will be solely responsible for any and all such charges from your wireless carrier.

3. Access and Use.

(a) Provision of Access. Subject to and conditioned on Organizer's payment of Fees and compliance with all other terms and conditions of this Terms, SocialPass hereby grants Organizer a non-exclusive, non-transferable right to access and use the Services solely for Organizer's internal use by Authorized Users in accordance with these Terms. This access right is personal to you, is not transferable or sublicensable to others, and may be revoked and terminated by us at any time and for any reason (including if you violate these Terms or any applicable law). Subject to these Terms, SocialPass shall use commercially reasonable efforts to make the Services available and provide support for the Services in accordance with generally-accepted practice.

(b) Use Restrictions. Organizer shall not use the SocialPass IP for any purposes beyond the scope granted in these Terms and consistent with the Documentation. Organizer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SocialPass IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SocialPass IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SocialPass IP, in whole or in part; (iv) remove any proprietary notices from the SocialPass IP; or (v) use the SocialPass IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Organizer shall at all times use the Services in a manner that complies with all applicable local, state, provincial, national and other laws, rules and regulations, including with respect to information Organizer collects from, or receive about, consumers. Organizer agrees that all Organizer Content shall comply with SocialPass's Acceptable Use Policy. Organizer represents and warrants that it is not located in, and shall not use the Services in, any country to which the United States has embargoed goods or services, including Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine, and Organizer does not appear on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List or the U.S. Department of State's Terrorist Exclusion List. You are not allowed to use the Services if we identify your

IP address or address of residence or use of the Services as originating from any such country or if we have reason to believe that you are listed on any United States government list of prohibited or restricted parties.

(c) Reservation of Rights. SocialPass reserves all rights not expressly granted to Organizer in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Organizer or any third party any intellectual property rights or other right, title, or interest in or to the SocialPass IP. We reserve the right to modify or discontinue any or all of the Services at any time in our sole discretion, with or without notice. We will not be liable to you or to any other user, if for any reason any or all of the Services becomes unavailable at any time or in any location. If you register an account on the Services, we reserve the right to suspend or terminate your account, if we determine (in our sole judgment) that you are in violation of these Terms or any applicable law, or that your use of Services may expose SocialPass or any of our affiliates or suppliers to liability of any kind or may adversely affect the brands or reputation of us, our affiliates, or our suppliers.

(d) Suspension. Notwithstanding anything to the contrary in these Terms, SocialPass may temporarily suspend Organizer's and any Authorized User's access to any portion or all of the Services if: (i) SocialPass reasonably determines that (A) there is a threat or attack on any of the SocialPass IP; (B) Organizer's or any Authorized User's use of the SocialPass IP disrupts or poses a security risk to the SocialPass IP or to any other Organizer or vendor of SocialPass; (C) Organizer, or any Authorized User, is using the SocialPass IP for fraudulent or illegal activities; (D) subject to applicable law, Organizer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) SocialPass's provision of the Services to Organizer or any Authorized User is prohibited by applicable law; (ii) any vendor of SocialPass has suspended or terminated SocialPass's access to or use of any third-party services or products required to enable Organizer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). SocialPass will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Organizer or any Authorized User may incur as a result of a Service Suspension.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in these Terms, SocialPass may monitor Organizer's, its Authorized Users', and Participants' use of the Services and collect and compile Aggregated Statistics. As between SocialPass and Organizer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by SocialPass. Organizer acknowledges that SocialPass may compile Aggregated Statistics based on Organizer Content input into the Services. Organizer agrees that SocialPass may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Organizer or Organizer's Confidential Information.

4. Organizer Responsibilities.

(a) General. Organizer is responsible and liable for all uses of the SocialPass IP resulting from access provided by Organizer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, Organizer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would

constitute a breach of these Terms if taken by Organizer will be deemed a breach of these Terms by Organizer. Organizer shall use reasonable efforts to make all Authorized Users aware of the provisions of these Terms as applicable to such Authorized User's use of the SocialPass IP and shall cause Authorized Users to comply with such provisions.

(b) Events. Organizer agrees to unconditionally accept, honor and fulfill all registration, ticketing, merchandise or other commitments in connection with your Events. Organizer acknowledges and agrees that the Services rely on the content of certain public Wallets, using parameters set by Organizer, to determine eligibility to receive a SocialPass ticket, and it is entirely your responsibility to accurately set Wallet content parameters and to independently verify any age or other restrictions that you place on your Event. It is entirely Organizer's responsibility to mint and distribute NFTs as applicable for your Event, to assess and collect any additional payments or other consideration that you may require from Participants for your Event, to ensure that your Event is ticketed correctly, and that only valid tickets are honored. Organizer acknowledges and agrees that the mobile scanner web-based application made available through the Services is accessed through a link that SocialPass provides to you and that allows anyone using the link to validate tickets to your Event. Organizer is entirely responsible for ensuring that only its Authorized Users obtain and properly use the link. You acknowledge and agree that SocialPass is not liable for any costs arising from whether a presented ticket is or is not valid, or is or is not honored, including any tickets procured through, or representing, fraud or deceptive practices. SocialPass has no obligation to publish any Event created by Organizer or to continue to support an Event after publication. If SocialPass decides to remove an Event from the Services after SocialPass has received payment of Services fees for the Event from Organizer, and Organizer is in full compliance with these Terms, the Terms of Use, all other applicable terms and conditions, and the Documentation, then SocialEvent will refund the Services fees paid by Organizer for the Event.

(c) Third-Party Products. SocialPass may from time to time make Third-Party Products available to Organizer. For purposes of these Terms, such Third-Party Products are subject to their own terms and conditions. If Organizer does not agree to abide by the applicable terms for any such Third-Party Products, then Organizer should not install or use such Third-Party Products.

(d) Export Regulation. Organizer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) that prohibit or restrict the export or re-export of the SocialPass IP or any Organizer Content outside the US.

5. Fees and Payment.

(a) Fees. Unless otherwise agreed by the Parties in writing, Organizer shall pay SocialPass the applicable Services fees then in effect for each Event. Organizer acknowledges that such Services fees must be received by SocialPass before the Event is published or otherwise made accessible to Participants through the Service. SocialPass may offer, or may provide at Organizer's request and in SocialPass's sole discretion, supplemental services such as assistance with embedding, configuring or customizing the Services. Such supplemental services may be subject to payment of additional fees as determined by SocialPass or as otherwise agreed by the Parties in writing, and may be subject to additional terms and conditions. Except as expressly provided in these Terms or the applicable supplemental terms, all Services fees and supplemental fees are non-refundable. If Organizer fails to make any payment when due, without limiting SocialPass's other rights and remedies: (i) SocialPass may

charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Organizer shall reimburse SocialPass for all costs incurred by SocialPass in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) SocialPass may suspend Organizer's, its Authorized Users', and Participants' access to any portion or all of the Services and to Organizer's Events until such amounts are paid in full. SocialPass may modify its fees schedule at any time without prior notice and Events published on or after the fee change are subject to the modified fee schedule. By way of example only, Events created by Organizer, but not yet submitted, invoiced, and paid for, would be subject to the fee change.

(b) Taxes. All Fees and other amounts payable by Organizer to SocialPass are exclusive of taxes and similar assessments. Organizer is responsible for determining and paying all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Organizer to SocialPass (other than any taxes imposed on SocialPass's income) or otherwise payable in connection with Organizer's Events.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make required court filings. Upon the written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) SocialPass IP. Organizer acknowledges that, as between Organizer and SocialPass, SocialPass owns all right, title, and interest, including all intellectual property rights, in and to the

SocialPass IP and, with respect to Third-Party Products, the applicable third-party suppliers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Organizer Content. SocialPass acknowledges that, as between SocialPass and Organizer, Organizer owns all right, title, and interest, including all intellectual property rights, in and to the Organizer Content. Organizer hereby grants to SocialPass a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Organizer Content and perform all acts with respect to the Organizer Content as may be necessary or advisable for SocialPass to provide the Services, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Organizer Content incorporated within the Aggregated Statistics. You are solely responsible for backing up your Organizer Content, and SocialPass will not be responsible for any loss or corruption of Organizer Content. All Organizer Content is subject to our Copyright Infringement Policy as set out in the Terms of Use.

(c) Feedback. If Organizer or any of its employees or contractors sends or transmits any communications or materials to SocialPass by mail, email, telephone, or otherwise, suggesting or recommending changes to the SocialPass IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SocialPass is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Organizer hereby assigns to SocialPass on Organizer's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and SocialPass is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SocialPass is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) SocialPass warrants that, with respect to each published Event, the Services will conform in all material respects to the applicable Documentation at the time the Event is published. THE FOREGOING WARRANTY DOES NOT APPLY, AND SOCIALPASS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE SOCIALPASS IP IS PROVIDED "AS IS" AND SOCIALPASS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SOCIALPASS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOCIALPASS MAKES NO WARRANTY OF ANY KIND THAT THE SOCIALPASS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET ORGANIZER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) SocialPass Indemnification.

(i) SocialPass shall indemnify, defend, and hold harmless Organizer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees)

("Losses") incurred by Organizer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with these Terms and the Documentation, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Organizer promptly notifies SocialPass in writing of such Third-Party Claim, cooperates with SocialPass, and allows SocialPass sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Organizer agrees to permit SocialPass, at SocialPass's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, (B) obtain the right for Organizer to continue use, or (C) terminate the Services, in its entirety or with respect to the affected component or part, effective at any time.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by SocialPass or authorized by SocialPass in writing; (B) modifications to the Services not made by SocialPass; (C) Organizer Content; or (D) Third-Party Products.

(b) Organizer Indemnification and Release. Organizer shall indemnify, hold harmless, and, at SocialPass's option, defend SocialPass from and against any Losses resulting from any Organizer event or from any Third-Party Claim that the Organizer Content, or any use of the Organizer Content in accordance with these Terms, infringes or misappropriates such third party's intellectual property rights, and any Third-Party Claims based on Organizer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the SocialPass IP in a manner not authorized by these Terms or not in accordance with the Documentation; (iii) use of the SocialPass IP in combination with data, software, hardware, equipment, or technology not provided by SocialPass or authorized by SocialPass in writing; or (iv) modifications to the SocialPass IP not made by SocialPass, provided that Organizer may not settle any Third-Party Claim against SocialPass unless SocialPass consents to such settlement, and further provided that SocialPass will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Organizer hereby releases SocialPass from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between Organizer and a third party (including Authorized Users and Participants of Organizer events) in connection with the Services or any event listed on the Services.

(c) Sole Remedy. THIS 9 SETS FORTH ORGANIZER'S SOLE REMEDIES AND SOCIALPASS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOCIALPASS IP INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL SOCIALPASS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SOCIALPASS WAS ADVISED OF THE POSSIBILITY OF

SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SOCIALPASS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SOCIALPASS FOR THE EVENT GIVING RISE TO THE CLAIM.

11. Miscellaneous.

(a) Entire Agreement; Survival. These Terms, together with the Terms of Use and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. Any provision of these Terms that by its nature survives the termination of these Terms shall survive such termination.

(b) Force Majeure. In no event shall SocialPass be liable to Organizer, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond SocialPass's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(c) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law and International Use. All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods, if applicable, shall not apply to these Terms. We make no claims that the Services or any part of the Services is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and risk and you are responsible for complying with any and all applicable local laws and regulations.

(f) Dispute Resolution and Binding Arbitration.

(i) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND SOCIALPASS OR OUR AFFILIATES AND SUPPLIERS, INCLUDING OUR AND THEIR SUCCESSORS AND ASSIGNS, ARISING FROM OR RELATING IN ANY WAY TO THE SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(ii) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 11(f). (The AAA Rules are available at adr.org or by calling the AAA at +1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section 11(f). If the dispute has a claimed value of not more than US \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years’ experience as a practicing member of the bar in the substantive practice area related to the dispute. If the dispute has a claimed value of more than \$250,000, or if SocialPass elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel. Each Party will select one member and the third member (who will be chair of the panel) will be selected by the two Party-appointed members or by the AAA. The arbitrator or panel will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or these Terms is void, voidable or otherwise invalid. The arbitrator or panel will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator or panel will be final and binding on each of the Parties and may be entered as a judgment in any court of competent jurisdiction.

(iii) You agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS OR ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

(iv) The foregoing provisions of this Section 11(f) will not apply to any legal action taken by SocialPass to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to its confidential information, intellectual property rights, products, or services. You agree that such claims may be brought in

the state or federal courts located in the city of Wilmington, County of New Castle, in the State of Delaware and you waive any objection to jurisdiction and venue in such courts.

(v) _____ ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

(g) Assignment. Organizer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise. Any purported assignment or delegation in violation of this Section 11(g) will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

(h) Comments and Concerns. All notices of copyright infringement claims should be sent to the copyright agent designated in the Terms of Use "Copyright Infringement Policy" in the manner and by the means set out therein. All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: info@socialpass.io.