

SERVICE LEVEL AGREEMENT

EventsPro - Third-Party Event Organizer Platform

PLATFORM DECLARATION

EventsPro operates as an **open marketplace platform** connecting independent third-party event organizers with ticket buyers.

CRITICAL CLARIFICATION:

- EventsPro does **NOT produce, own, or organize events**
- All events are created and managed by **independent third-party organizers**
- Platform acts solely as **intermediary and technology service provider**
- Organizers are **independent contractors**, not employees or agents of EventsPro

This Service Level Agreement governs the relationship between EventsPro (Platform), Third-Party Organizers, and End Customers.

Document Details:

- **Effective Date:** December 5, 2024
 - **Document Version:** 1.0 (Production)
 - **Platform Name:** EventsPro
 - **Business Model:** Third-Party Marketplace (Non-Producer)
 - **Jurisdiction:** Bhopal, Madhya Pradesh, India
-

1. PARTIES & PLATFORM MODEL

1.1 Parties to This Agreement

Platform: EventsPro

- Technology service provider
- Payment processing facilitator
- Marketplace operator
- Does NOT own, produce, or organize events

Third-Party Organizers:

- Independent event creators and producers
- Responsible for event planning, execution, and delivery
- Register on platform to list their events
- Manage event content, pricing, and policies

End Customers (Ticket Buyers):

- Users who purchase tickets through platform
- Book tickets for events created by third-party organizers
- Platform facilitates transaction but does not guarantee event quality

1.2 Third-Party Platform Model (CRITICAL SECTION)

EventsPro Platform Architecture:

Open Marketplace:

- Any verified user can register as event organizer
- Organizers list events independently without platform pre-approval (post-verification)
- Platform provides technology infrastructure, not event content

Clear Separation of Responsibilities:

EventsPro (Platform):

└─ Provides ticketing technology

- └ Processes payments securely
- └ Generates digital tickets
- └ Facilitates settlements to organizers
- └ Customer support for platform issues

Third-Party Organizers:

- └ Create and produce events
- └ Set ticket prices and policies
- └ Execute events at specified venues
- └ Manage event quality and experience
- └ Handle event-specific customer queries

Platform Does NOT:

- ✗ Organize, produce, or control event content
- ✗ Guarantee event quality, performance, or execution
- ✗ Act as agent or representative of organizers
- ✗ Assume liability for event failures or cancellations
- ✗ Participate in event revenue sharing (commission-based only)

Analogy: EventsPro operates like YouTube (platform for creators) or Uber (platform for drivers), NOT like a production house that creates content.

1.3 Third-Party Organizer Onboarding

How Third-Party Organizers Join Platform:

Registration Process:

1. Organizer creates account with valid ID (PAN, Aadhaar)
2. Provides business details (if applicable)
3. Agrees to platform terms and commission structure
4. Verifies bank account for settlements

Verification (First Event):

- Identity verification (government ID)
- Business registration (if organized entity)

- Venue booking confirmation
- First event manually reviewed (1-2 business days)

Post-Verification:

- Organizer receives “Verified” badge
- Can list unlimited events independently
- Auto-approval for subsequent events

Organizer Independence:

- Full control over event details, pricing, cancellation policies
 - Platform cannot dictate event content or terms
 - Organizer-customer relationship is primary; platform facilitates transaction
-

2. COMMISSION & PRICING STRUCTURE

2.1 Commission Model (Platform Revenue)

EventsPro charges 10% commission on ticket base price

This is platform’s **sole revenue source** - we do NOT:

- Share in event profits
- Participate in event sponsorships
- Receive venue kickbacks
- Charge organizers listing fees

Transparent Pricing Formula:

Organizer Sets: Base Price (e.g., ₹1,000)

Platform Adds: 10% Commission (₹100)

Customer Pays: Total (₹1,100)

Revenue Split:

- Organizer receives: ₹1,000 (100% of base price)
- Platform receives: ₹100 (commission for technology services)

2.2 Commission Justification

What Platform Provides for 10% Commission:

- Secure payment gateway integration (PCI-DSS compliant)
- Digital ticket generation with QR codes
- Customer support infrastructure
- Fraud detection and prevention
- Settlement processing and bank transfers
- Platform maintenance and uptime (99.5% SLA)
- Marketing and discovery features

2.3 Payment Gateway Charges

Platform Absorbs Gateway Costs:

- Razorpay/payment gateway fees: 2-3% of transaction
- Deducted from platform's 10% commission
- Organizer receives full base price without deductions

Example:

Transaction: ₹1,100 (₹1,000 base + ₹100 commission)

Gateway fee (2%): ₹22

Platform net revenue: ₹100 - ₹22 = ₹78

Organizer receives: ₹1,000 (unaffected by gateway charges)

2.4 No Hidden Charges

Platform Guarantees:

- No surprise deductions from organizer settlements
 - No listing fees or subscription charges
 - No percentage cuts from sponsorships or merchandise
 - Commission rate locked (changes require 30-day notice)
-

3. SETTLEMENT TO THIRD-PARTY ORGANIZERS

3.1 Settlement Timeline

Standard: 7 business days after event completion

Rationale for 7-Day Hold:

Since organizers are **third-party entities** not controlled by platform:

- Allows customer refund window (if event not conducted)
- Provides dispute resolution period
- Verifies event actually took place
- Protects customers from fraudulent organizers
- Industry-standard escrow period

Settlement Example:

Event by Organizer "ABC Events":

Event Date: December 15, 2024

Event Ends: 11:59 PM

Settlement Eligible: December 16, 2024

Payment to Organizer's Bank: December 23, 2024

3.2 Settlement Calculation (Transparent)

Platform Provides Detailed Breakdown:

Example: Tech Conference by "XYZ Organizers"

Total Bookings: 100 tickets × ₹1,000 = ₹1,00,000

Customer Cancellations: 10 tickets = ₹10,000 refunded

Net Confirmed Bookings: 90 tickets = ₹90,000

Settlement to Organizer:

Gross Revenue: ₹90,000

Platform Commission (10%): ₹9,000

Net Payable: ₹81,000

Platform sends ₹81,000 to organizer's registered bank account

Booking-Level Transparency:

- Each settlement linked to individual bookings (junction table)
- Organizer can download detailed report
- Booking IDs, customer names (masked), amounts visible
- Audit trail for tax and compliance

3.3 Bank Account Requirements

Third-Party Organizer Bank Details:

- Account holder name must match organizer profile
- Individual organizer: Personal bank account
- Business organizer: Business account with matching registration
- PAN card mandatory for tax compliance
- Account verification via penny-drop test before first settlement

Why Strict Verification:

Since organizers are independent third parties, platform must ensure:

- Funds reach legitimate organizer
- Anti-money laundering compliance
- Tax transparency (TDS may apply in future)

3.4 Settlement Holds & Disputes

Platform May Withhold Settlement If:

- Multiple customer complaints about event quality/cancellation
- Suspected fraudulent activity
- Organizer unresponsive to customer issues
- Legal disputes or court orders

Hold Period: Up to 30 days during investigation
Resolution: Funds released upon dispute resolution or split per arbitration

4. GST & TAXATION

4.1 Current GST Status (December 2024)

Platform GST Registration: NOT REQUIRED

- EventsPro annual commission below ₹20 Lakh threshold
- No GST charged on platform fee currently
- Organizers invoice customers directly (no GST from platform)

Customer Invoice (Current):

Ticket Base Price: ₹1,000 (organizer's service)

Platform Fee: ₹100 (platform's service)

Total: ₹1,100

GST: Not applicable

4.2 Future GST Implementation (₹20L+ Commission)

When Platform Crosses ₹20 Lakh Annual Commission:

Platform will register for GST and charge:

- **GST @18% on platform fee ONLY** (not on ticket base price)
- Ticket base price remains organizer’s domain (organizer’s GST responsibility)

Post-GST Customer Invoice:

Ticket Base Price: ₹1,000 (organizer's revenue)

Platform Fee: ₹100

GST @18% on Platform Fee: ₹18

Total Customer Pays: ₹1,118

Revenue Distribution:

- Organizer: ₹1,000 (unchanged)
- Platform: ₹100 (before remitting ₹18 GST to govt)
- Government: ₹18 (platform remits monthly)

IGST vs CGST+SGST:

- Interstate: IGST @18%
- Intrastate (same state): CGST 9% + SGST 9%
- Amount same, split differs based on customer location

4.3 Third-Party Organizer GST Obligations

CRITICAL SEPARATION:

- Organizer's GST obligations are **independent** from platform's GST
- If organizer's annual turnover > ₹20 Lakh, organizer must register for GST separately
- Organizer responsible for GST on ticket base price (if applicable)
- Platform does NOT collect or remit GST on behalf of organizers

Platform's Role:

- Provides settlement reports for organizer's tax filing
- Issues GST invoice for platform fee (when registered)
- Not responsible for organizer's tax compliance

Example: Both Registered for GST (Future):

Organizer (Annual turnover ₹30L - GST registered)

Platform (Annual commission ₹25L - GST registered)

Customer Invoice:

Ticket Base Price: ₹1,000

GST @18% (on ticket): ₹180 [Organizer collects & remits]

Platform Fee: ₹100

GST @18% (on fee): ₹18 [Platform collects & remits]

Total: ₹1,298

Note: Separate GST by organizer and platform

5. REFUND & CANCELLATION POLICY

5.1 Third-Party Organizer Cancels Event

Since Organizer is Independent Third Party:

If Organizer Cancels:

- **100% customer refund mandatory** (base + platform fee)
- Platform waives commission (earns ₹0)
- Organizer must provide 48-hour advance notice
- Late cancellation (< 48 hours): Platform may charge organizer 5% administrative fee

Refund Timeline: 5-7 business days to customer's original payment method

Platform Protection:

- Refunds issued from organizer's future settlements
- If organizer has no pending settlements, platform absorbs refund cost temporarily
- Platform may pursue legal recovery from organizer

Example:

Event: "Rock Concert" by organizer "Live Music Co."

Bookings: 500 tickets × ₹800 = ₹4,00,000

Platform fee collected: ₹40,000

Total: ₹4,40,000

Organizer cancels (48h notice):

Refund to customers: ₹4,40,000 (full amount)

Platform loss: ₹40,000 (commission waived)

Organizer loss: ₹4,00,000 + any venue/vendor costs

If future settlements available:

Platform deducts ₹4,00,000 from organizer's next events

If not available:

Platform may ban organizer and pursue legal action

5.2 Customer Cancels Booking

Cancellation Policy Set by Third-Party Organizer:

Platform provides tools; organizer decides:

1. **Cancellation Allowed:** Yes/No
2. **Cancellation Deadline:** Hours before event (e.g., 24h, 48h, 72h)
3. **Cancellation Fee:** Percentage (0-20% of base price)

Platform Role:

- Enforces organizer's policy automatically
- Cannot override organizer's rules
- Processes refunds per policy

Example Scenario:

Organizer Policy: 48h deadline, 10% cancellation fee

Customer books: ₹1,100 (₹1,000 base + ₹100 platform fee)

Customer cancels: 3 days before event (within policy)

Refund Calculation:

Base: ₹1,000

Cancellation Fee (10%): ₹100 (organizer retains)

Refundable Base: ₹900

Platform Fee: ₹100 (fully refunded)

Total Refund: ₹1,000

Result:

- Customer receives: ₹1,000
- Organizer keeps: ₹100 (cancellation fee)
- Platform: ₹0 (commission waived on cancelled booking)

5.3 Force Majeure (Acts of God)

Events Cancelled Due to Unforeseeable Circumstances:

- Natural disasters, pandemics, government lockdowns
- Neither platform nor organizer at fault

Refund Policy:

- 100% refund to customers (base + platform fee)
- No cancellation fee to customers
- Platform waives commission

Loss Sharing (50-50):

Government lockdown cancels event:

Customer refunds: ₹10,00,000 total

Loss split:

- Organizer absorbs: ₹5,00,000
- Platform absorbs: ₹5,00,000

Rationale: Neither party at fault, fair loss distribution

6. THIRD-PARTY ORGANIZER RESPONSIBILITIES

6.1 Event Creation & Information

Since Organizers are Independent Third Parties:

Organizer Must Provide:

- Accurate event details (date, time, venue, description)
- Truthful promotional materials (no false claims)
- Realistic seat capacity based on venue
- Clear pricing without hidden charges
- Transparent cancellation policy
- Age restrictions or content warnings (if applicable)

Platform Cannot:

- Verify every claim made by organizer (celebrity appearances, etc.)
- Guarantee event quality or accuracy of description
- Control organizer's event planning decisions

Platform's Role:

- Provide event creation tools
- Flag suspicious events (fraud detection)
- Remove events violating laws or platform policies
- Display organizer-provided information as-is

6.2 Event Execution Standards

Organizer Fully Responsible For:

- Conducting event as advertised
- Venue booking and arrangements
- Talent/speaker confirmations
- Safety and security at venue
- Honoring all tickets sold
- Entry management (QR code scanning)
- Customer experience at event

Platform's Limited Role:

- Provides QR code scanning app for entry verification
- Tracks scanned tickets (prevents duplicate entry)
- NOT responsible for event failures, poor quality, or mismanagement

Customer Complaints:

- Event-related complaints: Organizer's responsibility
- Platform-related complaints (payment, ticket delivery): Platform's responsibility

6.3 Legal Compliance

Third-Party Organizer Must:

- Obtain all permits and licenses (venue, police NOC, music, food)
- Comply with local laws and regulations
- Event insurance (recommended; mandatory for 1000+ attendees)
- Age verification for 18+ events (alcohol, mature content)
- Copyright compliance (music, videos, celebrity images)

Platform's Legal Standing:

- Platform is intermediary under IT Act, 2000
- Not liable for organizer's legal violations
- Cooperates with law enforcement if organizer commits fraud/crime
- May suspend/ban organizer for illegal activities

6.4 Bank Account & Financial Transparency

Organizer Must Provide:

- Valid bank account in organizer's name (or business entity)
- PAN card for tax purposes
- GST number (if registered)
- Accurate IFSC code and account number

Verification Required:

- First-time organizers: Penny-drop verification
- Business organizers: Match company registration
- Changes require re-verification (1-2 business days)

Why Strict Verification:

- Prevents money laundering
- Ensures funds reach legitimate organizer

- Tax compliance (TDS may apply in future)
 - Protects platform from regulatory issues
-

7. PLATFORM RESPONSIBILITIES & LIMITATIONS

7.1 What Platform Provides

Technology Services:

- Event listing and discovery platform
- Secure payment processing (PCI-DSS compliant)
- Digital ticket generation with QR codes
- Settlement processing to organizers
- Customer support for platform-related issues
- Fraud detection and prevention systems

Service Level Commitments:

- 99.5% platform uptime (monthly)
- 24-hour customer support response time
- 7-day settlement timeline adherence
- Secure data storage (7-year retention)

7.2 What Platform Does NOT Guarantee

Platform as Intermediary - Not Event Producer:

Platform is NOT Responsible For:

- ✗ Event quality, execution, or performance
- ✗ Organizer's fulfillment of promises (celebrity appearances, venue quality)
- ✗ Event cancellations or postponements by organizer
- ✗ Customer dissatisfaction with event experience
- ✗ Injuries, accidents, or property damage at venues
- ✗ Organizer's financial stability or ability to conduct event
- ✗ Venue problems (poor facilities, inadequate seating)

- ✕ Artist/speaker no-shows or poor performances

Platform Role:

- Facilitate transaction between organizer and customer
- Provide technology tools for ticketing
- Hold organizer accountable per this SLA
- Assist in dispute resolution (but not guarantee outcomes)

7.3 Customer Support Scope

Platform Handles:

- Payment failures or transaction issues
- Ticket delivery problems (email not received)
- Account login and access issues
- Refund processing (per organizer's policy)
- QR code technical issues
- Platform bugs or downtime

Organizer Handles:

- Event-specific queries (parking, dress code, timings)
- Event content questions (who's performing, agenda)
- Venue directions beyond address
- Accommodation or travel arrangements
- Backstage passes or VIP requests

Contact Channels:

- Platform support: support@eventspro.com
 - Organizer contact: Provided on event page
-

8. LIABILITY & INDEMNIFICATION

8.1 Platform Liability Limitations

Maximum Platform Liability:

Limited to **platform commission earned** from the specific disputed transaction.

Example:

Transaction: ₹1,100 (₹1,000 base + ₹100 commission)

Platform commission: ₹100

Maximum platform liability: ₹100

If event fails and customer seeks compensation:

Platform's maximum exposure: ₹100 (refund of platform fee)

Organizer's liability: ₹1,000 + any consequential damages

Platform NOT Liable For:

- Organizer's event failures or cancellations
- Customer's indirect losses (travel, accommodation costs)
- Organizer's insolvency or inability to conduct event
- Force majeure events (natural disasters, government actions)
- Third-party service failures (venue issues, talent no-shows)

Legal Basis:

Platform acts as **intermediary** under IT Act, 2000 Section 79:

- Not liable for third-party content or services
- Liability limited once hosting/listing removed upon notice

8.2 Third-Party Organizer Indemnification

Organizer Agrees to Indemnify Platform Against:

Claims Arising From:

- Event execution failures or poor quality
- False advertising or misleading event descriptions
- Copyright/IP violations (using celebrity images without permission)
- Customer injuries or property damage at event venue
- Violations of local laws or regulations
- Breach of promises made in event listing
- Failure to obtain necessary permits/licenses

Indemnification Process:

If platform faces legal action due to organizer's conduct:

1. Platform notifies organizer immediately
2. Organizer assumes legal defense or reimburses platform's costs
3. Platform may withhold settlements to cover legal expenses
4. Organizer liable for damages, fines, or judgments

Example Scenario:

Organizer uses Bollywood actor's image without permission in event poster
Actor sues platform for copyright infringement (₹10 Lakh claim)

Organizer's Indemnification Obligation:

- Defend lawsuit or hire lawyer
- Reimburse platform's legal fees
- Pay any damages awarded
- Platform withholds organizer's settlements until resolved

8.3 Platform Indemnification to Organizer

Platform Indemnifies Organizer Against:

- Payment processing errors (platform's technical fault)
- Data breaches in platform infrastructure
- Incorrect settlement calculations (platform's bug)
- Platform software defects causing financial loss

Platform Liability Cap: ₹10 Lakh annually across all organizers

Does NOT Cover:

- Organizer's own errors or mismanagement
 - Event-related losses or poor ticket sales
 - Customer refunds due to organizer's cancellation
-

9. DISPUTE RESOLUTION

9.1 Types of Disputes

Customer vs Organizer:

- Event quality, cancellation, refund disputes
- Platform facilitates resolution but does not guarantee outcome
- Organizer's responsibility to address customer complaints

Customer vs Platform:

- Payment issues, ticket delivery, platform bugs
- Platform resolves within 7 business days

Organizer vs Platform:

- Settlement calculation errors
- Account suspension/termination
- Policy violations

9.2 Dispute Reporting & Timeline

Reporting Requirements:

- Customer disputes: Within 48 hours of issue
- Organizer settlement disputes: Within 7 days of settlement
- Submit via platform's dispute form with evidence

Resolution Process:

1. **Acknowledgment:** 24 hours
2. **Investigation:** 2-3 days (evidence collection)
3. **Decision:** Within 7 business days
4. **Implementation:** 2-3 days (refunds, adjustments)

Escalation Path:

- Level 1: Support team
- Level 2: Dispute manager
- Level 3: Senior management
- Final: Arbitration or legal action

9.3 Platform's Decision Authority

Platform Has Final Say On:

- Policy violations (fake events, fraud)
- Account termination decisions
- Technical disputes (payment processing errors)

Platform Cannot Force:

- Organizer to conduct event differently
- Customer to accept substandard event
- Refunds for subjective complaints ("event was boring")

Ambiguous Cases:

- Benefit of doubt to customer (consumer protection)
 - Platform may mediate but not impose settlement
-

10. ACCOUNT TERMINATION

10.1 Third-Party Organizer Voluntary Exit

Termination by Organizer:

- 30 days written notice
- Complete or cancel all active events
- Pending settlements processed per standard timeline
- Customer commitments must be honored

Data Retention:

- Organizer data retained for 7 years (tax/legal compliance)
- Soft-delete: Recoverable for 90 days
- Re-registration allowed after 6 months

10.2 Platform Terminates Organizer

Grounds for Immediate Ban:

- Fraudulent events or fake listings
- Repeated event cancellations (3+ in 6 months)
- Consistent negative customer feedback (< 2.0 rating, 10+ reviews)
- Legal violations (copyright infringement, safety violations)
- Money laundering attempts
- Impersonation or identity theft

Suspension Process (Minor Violations):

1. Warning issued with corrective actions required
2. Temporary suspension (7-15 days to comply)
3. Account restored upon resolution
4. Permanent ban if issues persist

Financial Settlement Upon Ban:

- Legitimate pending settlements processed
- Refund reserves withheld (90 days for customer protection)

- Platform may deduct outstanding refunds owed to customers
- No payouts for fraudulent organizers

Appeal Rights:

- Organizer can appeal within 15 days
 - Independent review by senior management
 - Decision communicated within 30 days
 - No multiple appeals
-

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Platform IP

EventsPro Owns:

- Platform name, logo, trademarks
- Website design, software code, algorithms
- Proprietary technology and databases

Organizer May Use:

- “Book on EventsPro” badge with link to event page
- Platform name in promotional materials (factually)
- Cannot misrepresent affiliation or endorsement

11.2 Third-Party Organizer Content

Organizer Retains Ownership:

- Event descriptions, promotional text
- Event branding, logos, images
- Intellectual property related to event

License to Platform:

By uploading content, organizer grants platform **non-exclusive, royalty-free license** to:

- Display content on platform (website, mobile app)
- Use in marketing to promote platform

- Share on social media to drive event discovery

License Duration:

- Active during event listing
- 90 days post-event (reviews, historical records)
- Terminates upon account deletion

11.3 Copyright Compliance (CRITICAL)

Organizer Certifications:

All uploaded content:

- Is original work OR properly licensed
- Does not infringe third-party copyrights, trademarks, or IP
- Has permissions for celebrity images, brand logos, music

Prohibited Content:

- Copyrighted images without permission (movie posters, celebrity photos)
- Pirated music or video
- Trademarked logos without authorization
- Plagiarized event descriptions

DMCA-Style Takedown:

1. Copyright owner files complaint: dmca@eventspro.com
2. Platform removes content within 24 hours
3. Organizer notified with reason
4. Counter-notice option if content legitimate
5. Three-strike policy: Third violation = permanent ban

Organizer Liability:

- Platform not liable for organizer's IP violations
 - Organizer indemnifies platform (see Section 8.2)
 - Legal action pursued against infringing organizer
-

12. FORCE MAJEURE

12.1 Definition & Scope

Force Majeure Events:

- Natural disasters (earthquakes, floods, cyclones)
- Pandemics and health emergencies (COVID-19 precedent)
- Government actions (lockdowns, curfews, event bans)
- Civil unrest, war, terrorism
- Infrastructure failures (widespread power/internet outages)

COVID-19 Learning:

Platform policies evolved post-pandemic to handle large-scale cancellations fairly.

12.2 Effect on Third-Party Organizers

If Force Majeure Prevents Event:

- Organizer can cancel without 48-hour notice penalty
- 100% customer refund mandatory (base + platform fee)
- Platform waives commission
- No organizer liability for cancellation

Loss Sharing:

For **government-mandated lockdowns** or similar unforeseeable public emergencies:

- Platform and organizer share refund burden 50-50
- Protects both parties from catastrophic losses

Example:

Lockdown cancels "Music Festival"

Customer refunds required: ₹50,00,000

Loss Split:

- Organizer absorbs: ₹25,00,000
- Platform absorbs: ₹25,00,000

Without loss sharing:

- Organizer would lose ₹50L (bankruptcy risk)
- Platform waives commission but shares refund burden for fairness

12.3 Notice Requirements

Organizer Must:

- Notify platform within 24 hours of force majeure event
- Provide evidence (government notification, news reports)
- Cooperate with customer refund process
- Attempt to reschedule if possible (customer consent required)

Platform Will:

- Expedite refunds (7-10 business days vs standard timeline)
- Waive processing fees
- Assist with customer communication

12.4 Event Rescheduling

Option Available:

- Organizer announces new date/time
 - Customers choose: Attend rescheduled event OR get full refund
 - Tickets remain valid (no rebooking needed)
 - Flexible for customers unable to attend new date
-

13. EVENT VERIFICATION & FRAUD PREVENTION

13.1 Third-Party Organizer Verification

Why Verification Critical:

Since organizers are **independent third parties**, platform must protect customers from fraudulent actors.

First-Time Organizer Requirements:

1. **Identity Verification:** Government ID (Aadhaar/PAN)
2. **Contact Verification:** Email and phone OTP
3. **Business Verification:** Registration documents (if applicable)
4. **Venue Confirmation:** Booking proof or venue agreement
5. **First Event Review:** Manual approval (1-2 business days)

Red Flags Detected:

- Newly created accounts listing high-value events
- Unrealistic promises (celebrity appearances without proof)
- Suspicious pricing (₹10 for “concert” tickets)
- Venue address mismatch or non-existent location
- No online presence (organizer has no website/social media)

Automated Fraud Detection:

- Machine learning models flag suspicious patterns
- Velocity checks (same organizer creating 10+ events in 1 hour)
- Duplicate event detection across accounts
- Payment pattern analysis

13.2 Customer Protection Mechanisms

Escrow Model (7-Day Hold):

- Organizer’s payment held until event completion
- Allows customer complaint window

- Platform can issue refunds from escrow if event not conducted

Refund Guarantee:

If third-party organizer commits fraud:

- Platform guarantees customer refund (even if organizer disappears)
- Platform absorbs loss temporarily
- Pursues legal recovery from organizer
- Customer never loses money to confirmed fraud

Reporting:

- “Report Event” button on every listing
- Fraud hotline: fraud@eventspro.com
- Anonymous reporting supported

13.3 Verified Organizer Badge

Auto-Approval After:

- 5+ successfully completed events
- Zero fraud complaints or disputes
- Positive customer ratings (> 4.0/5.0)
- Consistent event execution

Benefits:

- Instant event publishing (no manual review)
- Higher search ranking (trustworthy)
- Customer confidence boost

14. AGE RESTRICTIONS & CONTENT RATING

14.1 Third-Party Organizer’s Content Disclosure

Organizer Must Disclose:

- Age restrictions (18+, 13+, All Ages)
- Content warnings (violence, sexual content, strong language)

- Special warnings (flashing lights, loud noises)

Platform Provides Tools:

- Age restriction toggle during event creation
- Content warning checkboxes
- Prominent display on event page

Platform NOT Responsible:

- Physical age verification at venue (organizer's duty)
- Content accuracy (organizer self-certifies)
- Organizer's failure to enforce restrictions

14.2 Age Categories

18+ Events (Strict Verification):

- Alcohol-focused events, adult comedy shows, mature content
- Organizer MUST verify government ID at entry
- Platform sends confirmation warnings during booking
- Organizer liable if minor gains entry

13+ Events:

- Teen concerts, young adult content
- Parental guidance recommended

All Ages:

- Family-friendly, G-rated content

14.3 Liability for Age Violations

If Minor Gains Entry to 18+ Event:

- Organizer fully liable (failed verification)
 - Platform not liable (provided tools and warnings)
 - Customer's parents may sue organizer, not platform
 - Platform cooperates with investigations
-

15. MODIFICATIONS TO AGREEMENT

15.1 Amendment Process

Platform's Right to Modify:

- Major changes: 30 days advance notice (email + dashboard)
- Minor updates: 7 days notice
- Emergency changes: Immediate (legal compliance, security)

Continued Use = Acceptance:

- Organizers who continue using platform after notice period = acceptance
- Opt-out right: Terminate account during notice period without penalty
- Pending settlements honored under old terms

15.2 Version Control

Transparency:

- All SLA versions archived publicly
 - Version number and effective date displayed
 - Change log published
 - Disputes resolved per version active at transaction time
-

16. GOVERNING LAW & JURISDICTION

16.1 Applicable Law

This Agreement Governed By:

- Laws of India (Republic of India)
- Indian Contract Act, 1872
- Information Technology Act, 2000 (Intermediary Guidelines)
- Consumer Protection Act, 2019
- Goods and Services Tax Act, 2017 (when applicable)

Language: English (prevails in case of translation disputes)

16.2 Jurisdiction

Exclusive Jurisdiction:

Courts in **Bhopal, Madhya Pradesh, India**

Why Bhopal:

- Platform's registered office location
- Centralized dispute resolution
- Consistent legal interpretations
- Organizers and customers consent to jurisdiction

16.3 Arbitration (Preferred Resolution)

Before Court Litigation:

Parties agree to attempt **arbitration** per Arbitration and Conciliation Act, 1996

Arbitration Process:

1. Disputing party sends notice (30 days to respond)
2. Single arbitrator mutually agreed; if not, platform appoints neutral arbitrator
3. Venue: Bhopal (virtual hearings permitted)
4. Language: English
5. Award within 6 months
6. Costs shared equally unless arbitrator decides otherwise
7. Decision binding (limited appeal grounds)

Exceptions:

- Urgent injunctive relief (direct court access)
- Criminal matters (law enforcement involvement)
- Fraud cases (immediate legal action)

16.4 Limitation Period

Statute of Limitations:

- Claims filed within **2 years** from dispute arising

- Fraud claims: 3 years from discovery
 - After limitation period: Claims barred
-

17. AUDIT & COMPLIANCE

17.1 Financial Transparency

Platform Maintains:

- Detailed transaction ledgers (7-year retention)
- Junction table linking bookings to settlements
- Audit trail for every rupee transferred

Organizer Audit Rights:

- Request audit of settlement calculations (max once per quarter)
- Platform provides detailed breakdown within 14 business days
- Booking-level detail with IDs and amounts
- Third-party auditor access (with NDA)

17.2 Tax Compliance

Platform's Obligations:

- File GST returns when applicable (post ₹20L threshold)
- Maintain records for income tax audits
- Issue TDS certificates if deducting tax at source (future)
- Cooperate with tax authorities

Organizer's Obligations (As Independent Third Party):

- File own income tax returns
- Report EventsPro earnings in tax filings
- Register for GST if turnover > ₹20 Lakh
- Platform provides settlement reports as documentation

Tax Documentation Provided:

- Annual earnings summary per organizer

- Settlement-wise breakdown
- GST invoices (post-GST registration)

17.3 Regulatory Compliance

Platform Complies With:

- Payment and Settlement Systems Act, 2007
- Prevention of Money Laundering Act (PMLA), 2002
- RBI guidelines for payment aggregators
- Data protection regulations

Third-Party Organizer Compliance:

- Event-specific licenses (music, food, alcohol)
 - Venue permits and fire safety certificates
 - Local municipal regulations
 - Labor laws (if hiring event staff)
-

18. CONTACT INFORMATION

General Support:

Email: support@eventspro.com

Phone: +91-XXXXXXXXXX

Hours: 9:00 AM - 9:00 PM IST (Monday-Sunday)

Settlement Queries:

Email: settlements@eventspro.com

Response: Within 24 hours

Technical Support:

Email: tech@eventspro.com

Emergency Hotline: +91-XXXXXXXXXX (24/7)

Legal & Compliance:

Email: legal@eventspro.com

For: Contract disputes, legal notices

Fraud Reporting:

Email: fraud@eventspro.com

Hotline: +91-XXXXXXXXXX (24/7)

Anonymous reporting supported

Copyright Issues:

Email: dmca@eventspro.com

For: IP infringement claims

Data Privacy:

Email: privacy@eventspro.com

For: Data deletion, access requests

Registered Office:

EventsPro

[Complete Address to be Added]

Bhopal, Madhya Pradesh - [Pincode]

India

19. ACCEPTANCE & ACKNOWLEDGMENT

19.1 Organizer Acceptance

By registering as third-party event organizer on EventsPro, you acknowledge:

- ✓ **Platform Model Understood:** EventsPro is marketplace, not event producer
- ✓ **Third-Party Status:** You are independent contractor, not employee/agent
- ✓ **Commission Structure:** Agree to 10% platform commission
- ✓ **Settlement Terms:** Understand 7-day post-event settlement timeline
- ✓ **GST Status:** Aware of current GST policy and future implementation
- ✓ **Refund Policy:** Accept cancellation and refund terms
- ✓ **Liability Limits:** Understand platform's limited liability as intermediary
- ✓ **Event Responsibility:** Accept full responsibility for event execution
- ✓ **Legal Compliance:** Will obtain necessary permits and licenses
- ✓ **Jurisdiction:** Consent to Bhopal courts and arbitration
- ✓ **Indemnification:** Agree to indemnify platform against claims from event failures

19.2 Digital Acceptance Proof

- Registration timestamp = legal acceptance
- IP address and device info logged
- Acceptance record retained for 7 years

19.3 Organizer Representations

By Accepting, Organizer Warrants:

- Legal capacity to enter binding contract (18+ years)
- Authority to bind entity (if registering for business)
- Information provided is accurate and not fraudulent
- Will comply with all laws and regulations
- Not engaged in illegal or prohibited activities
- Will conduct events as advertised

19.4 Customer Acceptance

Customers accept by:

- Completing ticket purchase
- Agreeing to terms during checkout
- Acknowledging third-party organizer model
- Understanding platform's intermediary role

APPENDIX A: SETTLEMENT CALCULATION EXAMPLES

Example 1: Successful Event by Third-Party Organizer

Third-Party Organizer: "TechEvents India"

Event: Cloud Computing Workshop

Date: December 15, 2024

Bookings: 50 tickets \times ₹2,000 = ₹1,00,000

Platform Fee: 50 \times ₹200 = ₹10,000

Total Collected: ₹1,10,000

Settlement Calculation (December 23):

Gross Revenue to Organizer: ₹1,00,000

No Cancellations: ₹0

Platform Commission (10%): ₹10,000

Net Payable to "TechEvents India": ₹90,000

Platform Revenue:

Commission: ₹10,000

Gateway Charges (2%): ₹2,200

Net Platform Revenue: ₹7,800

Transfer Details:

Amount: ₹90,000

Mode: NEFT

Bank: HDFC Bank (TechEvents India account)

UTR: HDFC24120534567

Date: December 23, 2024

Example 2: Event with Customer Cancellations

Third-Party Organizer: "Live Music Productions"

Event: Rock Concert

Date: January 10, 2025

Initial Bookings: 200 tickets \times ₹1,500 = ₹3,00,000

Customer Cancellations: 20 tickets (72h before event)

Organizer's Policy: 15% cancellation fee, 48h deadline

Cancellation Calculation:

Eligible for Refund: 20 tickets (within 48h deadline)

Base Amount: $20 \times ₹1,500 = ₹30,000$

Cancellation Fee (15%): $20 \times ₹225 = ₹4,500$ (organizer retains)

Refund to Customers: $20 \times ₹1,275 = ₹25,500$

Platform Fee Refunded: $20 \times ₹150 = ₹3,000$

Settlement Calculation (January 18):

Confirmed Tickets: $180 \times ₹1,500 = ₹2,70,000$

Cancellation Fee Retained: ₹4,500

Total Organizer Revenue: ₹2,74,500

Platform Commission (10%): ₹27,450

Net Payable to "Live Music Productions": ₹2,47,050

Platform Revenue:

Commission from Confirmed: $180 \times ₹150 = ₹27,000$

Lost from Cancellations: $20 \times ₹150 = ₹3,000$ (refunded)

Net Commission: ₹27,000

Junction Table: 180 booking records linked to settlement #447

Example 3: Organizer Cancels Event (Force Majeure)

Third-Party Organizer: "Outdoor Events Co."

Event: Summer Music Festival

Date: July 20, 2025

Bookings: $1,000 \text{ tickets} \times ₹1,200 = ₹12,00,000$

Platform Fee: $1,000 \times ₹120 = ₹1,20,000$

Total Collected: ₹13,20,000

Reason: Government lockdown due to health emergency (Force Majeure)

Refund Required:

Customer Refund: ₹13,20,000 (base + platform fee)

Loss Sharing (50-50 per Force Majeure policy):

Total Loss: ₹13,20,000

Organizer Absorbs: ₹6,60,000

Platform Absorbs: ₹6,60,000

Settlement to Organizer: ₹0

(Future settlements deducted: ₹6,60,000 over next events)

Platform Loss: ₹6,60,000

(₹1,20,000 commission waived + ₹5,40,000 shared loss)

Rationale: Neither party at fault; fair loss distribution during unforeseeable government action

Example 4: Fraudulent Organizer (Customer Protection)

Third-Party Organizer: "Fake Events Ltd" (fraudulent)

Event: "Celebrity Meet & Greet" (fake event)

Date: November 30, 2024

Bookings: 300 tickets × ₹5,000 = ₹15,00,000

Platform Fee: ₹1,50,000

Total Collected: ₹16,50,000

Event Day: Organizer disappears, no event conducted

Platform Action:

1. Customer Refund Guaranteed: ₹16,50,000 (full amount)
2. Platform Absorbs Loss: ₹16,50,000
3. Organizer Account: Permanently banned
4. Legal Action: Criminal complaint filed
5. Recovery Efforts: Platform pursues organizer legally

Customer Protection: All 300 customers receive full refund within 7 days

Platform Loss: ₹16,50,000 (temporary; recovery pursued)

Organizer Status: Blacklisted, legal proceedings initiated

Note: This demonstrates platform's refund guarantee even when third-party organizer commits fraud

APPENDIX B: THIRD-PARTY ORGANIZER VERIFICATION CHECKLIST

New Organizer Onboarding Requirements

Step 1: Identity Verification

- ☐ Valid Government ID (Aadhaar/PAN/Passport)
- ☐ Photo ID matches profile picture
- ☐ ID not expired or blacklisted
- ☐ Name matches bank account holder name

Step 2: Contact Verification

- ☐ Email OTP verification completed
- ☐ Mobile OTP verification completed
- ☐ Alternate contact provided (optional but recommended)

Step 3: Business Verification (If Applicable)

- ☐ Business registration certificate
- ☐ GST number (if registered)
- ☐ PAN card (business or individual)
- ☐ Trade license (for commercial entities)

Step 4: First Event Documentation

- ☐ Venue booking confirmation or agreement
- ☐ Event permit/NOC (if required by local authorities)
- ☐ Insurance certificate (for 1000+ attendees)
- ☐ Talent/speaker confirmation (if celebrity involved)

Step 5: Bank Account Verification

- ☐ Bank account number and IFSC code
- ☐ Cancelled cheque or bank statement

- Penny-drop verification successful
- Account holder name matches organizer profile

Step 6: Platform Review

- Profile completeness (80%+ required)
- Event description quality check
- Venue existence verified (Google Maps)
- Pricing reasonableness assessed
- Red flags reviewed (fraud detection)

Approval Timeline:

- Standard verification: 1-2 business days
- Complex cases: Up to 5 business days
- Incomplete submissions: Rejected with feedback

Post-Approval:

- Organizer receives “Verified” badge
- First event goes live
- Subsequent events auto-approved (unless flagged)

APPENDIX C: FREQUENTLY ASKED QUESTIONS

For Third-Party Organizers

Q1: Am I an employee of EventsPro?

A: No. You are an **independent third-party contractor**. EventsPro provides technology services; you produce and manage events independently.

Q2: Can EventsPro control my event content or pricing?

A: No. As independent organizer, you have full control over event details, pricing, and policies. Platform cannot dictate these (except for policy violations like illegal content).

Q3: What if my event sells poorly? Can I cancel?

A: Yes, but you must issue full refunds to customers (base + platform fee). Platform waives commission, but poor sales is not force majeure.

Q4: When do I receive payment?

A: 7 business days after event completion. This escrow period protects customers from fraud and allows dispute resolution.

Q5: Can I list the same event on multiple platforms?

A: Yes. You're not exclusive to EventsPro. Manage seat inventory across platforms to avoid overbooking.

Q6: Do I need GST registration?

A: Only if YOUR annual turnover exceeds ₹20 Lakh. Platform's GST status is separate. Consult a tax advisor.

Q7: What happens if I can't conduct event due to personal emergency?

A: Personal emergencies are NOT force majeure. You must cancel event, refund customers fully, and platform may charge 5% administrative fee.

Q8: Can EventsPro promote my event?

A: Platform uses algorithms for event discovery. High-quality listings, verified badges, and good ratings improve visibility. Paid promotion features planned for future.

Q9: What if customer claims ticket didn't work at venue?

A: Verify via QR code scan logs. If ticket valid but you denied entry incorrectly, you're liable for refund. If customer's technical issue, platform assists troubleshooting.

Q10: Can I transfer my organizer account to someone else?

A: No. Accounts are non-transferable. New organizer must register separately and undergo verification.

For Customers

Q1: Who is organizing the event I'm booking?

A: Events are organized by **independent third-party organizers**, not EventsPro. Organizer details displayed on event page.

Q2: Is EventsPro responsible if event is cancelled or poor quality?

A: Platform facilitates booking but does NOT produce events. Organizer responsible for event quality. Platform assists with refunds per policy.

Q3: What is the platform fee?

A: 10% of ticket base price, added to total. Covers payment processing, technology, customer support, and security.

Q4: Can I get a refund if I can't attend?

A: Depends on organizer's cancellation policy (displayed on event page). Some allow cancellations with small fee; others are non-refundable.

Q5: What if organizer cancels event?

A: You receive 100% refund (base + platform fee) within 5-7 business days. Platform guarantees refund even if organizer disappears.

Q6: Is my payment secure?

A: Yes. Platform uses PCI-DSS compliant Razorpay gateway with 256-bit encryption. Card details never stored.

Q7: I didn't receive my ticket. What do I do?

A: Check spam folder first. Log in to dashboard and download. Contact support@eventspro.com if issue persists.

Q8: Can I transfer my ticket to someone else?

A: Currently non-transferable. Resale feature planned for future.

Q9: What if I'm denied entry with valid ticket?

A: Contact support immediately. Platform investigates and facilitates refund if organizer at fault.

Q10: How do I report a suspicious or fake event?

A: Click "Report Event" on listing or email fraud@eventspro.com. All reports confidential.

APPENDIX D: COMPARISON - PLATFORM VS PRODUCER MODEL

EventsPro (Marketplace Platform) vs Traditional Event Company

Aspect	EventsPro Model	Traditional Producer Model
Event Ownership	Third-party organizers	Company owns events
Event Production	Organizers produce	Company produces
Revenue Model	10% commission	100% ticket sales
Liability	Limited (intermediary)	Full liability
Event Control	Organizers decide	Company controls
Scalability	Unlimited events (any organizer)	Limited to company capacity
Risk	Distributed (each organizer's risk)	Company bears all risk
Quality Control	Verification + ratings	Direct oversight
Customer Relationship	Organizer-primary, platform-facilitation	Company-primary
Legal Status	IT Act intermediary	Event producer

EventsPro is like:

- YouTube (creators upload videos, YouTube provides platform)
- Uber (drivers provide rides, Uber provides app)
- Airbnb (hosts list properties, Airbnb facilitates booking)

EventsPro is NOT like:

- Disney (produces own movies and theme parks)
 - Live Nation (produces own concerts)
 - Professional sports leagues (organize own events)
-

FINAL DECLARATION

For Razorpay Payment Gateway Onboarding

Platform Confirmation:

EventsPro hereby confirms for Razorpay payment gateway onboarding:

1. ☒ **Non-Producer Status:** EventsPro does NOT produce, own, or organize events listed on platform
2. ☒ **Third-Party Model:** All events created by independent third-party organizers who register on platform
3. ☒ **Intermediary Role:** Platform acts as technology service provider and payment facilitator under IT Act, 2000 Section 79
4. ☒ **Organizer Agreements:** This SLA governs relationship with third-party organizers; organizers are independent contractors
5. ☒ **Customer Protection:** Platform implements verification, escrow, and refund guarantee to protect customers from fraudulent organizers
6. ☒ **Revenue Model:** Platform earns 10% commission on ticket sales; does not share in event profits or sponsorships
7. ☒ **Liability Structure:** Platform liability limited to commission earned; organizers responsible for event execution
8. ☒ **Compliance:** Platform complies with Payment and Settlement Systems Act, IT Act, and applicable RBI guidelines for payment aggregators

Authorized Signatory:

[Name]

[Designation]

EventsPro

Date: December 5, 2024

Company Seal: [To be affixed]

END OF SERVICE LEVEL AGREEMENT
